

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 26, 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 - February 12, 2019**
- 6. CONSENT AGENDA**
 - 6.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 Square Feet Residential (MR-10) to Forest and Agriculture (FA) - Third Reading.**
 - 6.b Procurement #18-081, Grass Cutting and Grounds Maintenance for Southern Parks Section**
 - 6.c Procurement #18-082, Grass Cutting and Grounds Maintenance for Northern Parks Section**
 - 6.d Procurement #18-083, Grass Cutting and Grounds Maintenance for Waccamaw Neck Parks Section**
 - 6.e Contract #15-073, Airport Engineering & Planning Services for Georgetown County, SC, Task Order #10**
 - 6.f Procurement #18-071, Street Sign Ship Blanks, Blades and Post, IDIQ**
 - 6.g Procurement #18-089, Marshwalk Phase 3D Sidewalk Stabilization Project**
- 7. PUBLIC HEARINGS**

- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - 8.a Board / Commission Appointments - Council District 2**
 - 8.b Foster Care Review Board 15-A**
 - 8.c Zoning Board of Appeals**
- 9. RESOLUTIONS / PROCLAMATIONS**
 - 9.a Proclamation No.19-01 - To Declare March 2019 as Bleeding Disorders Awareness Month in Georgetown County**
- 10. THIRD READING OF ORDINANCES**
- 11. SECOND READING OF ORDINANCES**
 - 11.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**
- 12. FIRST READING OF ORDINANCES**
 - 12.a Ordinance No. 19-03 - An Ordinance to authorize a Commercial Operator Lease with SC Skydiving at Robert F. Swinnie Airport (PHH) in Andrews, SC**
 - 12.b ORDINANCE NO. 19-04 - AN ORDINANCE TO AMEND AND ADOPT SUCH ORDINANCE AS PREVIOUSLY APPROVED BY THE GEORGETOWN COUNTY COUNCIL ON SEPTEMBER 9, 2008 (AS AMENDED) TITLED "AN ORDINANCE TO GOVERN GEORGETOWN COUNTY BOARDS AND COMMISSIONS"**
- 13. COUNCIL BRIEFING AND COMMITTEE REPORTS**
- 14. BIDS**
- 15. REPORTS TO COUNCIL**
- 16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**
 - 16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD.**
- 17. LEGAL BRIEFING / EXECUTIVE SESSION**
 - 17.a Personnel - Employment Matter, Workers Comp. Claim**
- 18. OPEN SESSION**
- 19. ADJOURNMENT**

Item Number: 5.a
Meeting Date: 2/26/2019
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - February 12, 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 - 2/12/19	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, February 12, 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 Louis R. Morant
 Everett Carolina John W. Thomas
 Lillie Jean Johnson

Staff: Jackie Broach-Akers Sel Hemingway
 Wesley P. Bryant

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 Everett Carolina gave an invocation, and all joined in the pledge of allegiance. Councilmember Ron Charlton and Councilmember Steve Goggans were not in attendance (due to illness).

APPROVAL OF AGENDA:

Councilmember Austin Beard moved for approval of the meeting agenda. Councilmember Everett Carolina seconded the motion. There was no discussion on the motion.

In Favor: Austin Beard Louis R. Morant
 Everett Carolina John W. Thomas
 Lillie Jean Johnson

PUBLIC COMMENTS:

Ronald Brown

Mr. Brown addressed County Council regarding the poor condition of Ryan Morant Lane, where he resides. He said he has been working to get much needed repairs on the road since 2003. He has a handicapped child as well as other school age children, and the school bus cannot get down the road to pick them up.

Fred Williams

Mr. Williams voiced ongoing concerns that he and other residents of the west side have regarding the cloud hanging over County Council and the issue of Councilman Beard's residency. He questioned why Georgetown County has policies and standards in place, but no penalties for non-compliance. He said anyone not meeting the standards is allowed to simply continue doing so because there are no repercussions. He stated that Councilman Beard should recuse himself from any further Council business until the matter of his residency is resolved.

Wesley Gibson

Mr. Gibson stated that he was speaking on behalf of the *Citizens for Progress*. The group has concerns regarding ongoing capital projects, other resources, and funding the Council continues to expend on the Waccamaw Neck. He said that every time you pick up the local newspaper you read that another project is set to begin. The Stables Tennis Park is only a few years old, and yet the County is already spending

more money to re-surface the tennis courts to make them “state of the art”, meanwhile, “no projects are breaking ground on this side of the river”. Mr. Gibson expressed appreciation to his representative, Councilmember Johnson, for her efforts to keep this area in the forefront, but the Recreation Department continues to “drag its feet” where his local community is concerned.

Marvin Neal

Mr. Neal stated that his 21 years of service in the US military had taught him the understanding of having policies in place and the value of abiding by those policies. He said when an organization has policies in place simply because they are “supposed to”, and the policies are not followed, they are of no value. Democracy is not served when policy is not observed. Mr. Neal said if Council members failed to “question” the colleagues sitting beside of them, then who would do it? He said violations of policy are “running rampant” in Georgetown County, and someone should step aside until questionable matters are cleared up.

MINUTES:

Regular Council Session – January 22, 2019

Councilmember Everett Carolina moved to approve the minutes of the January 22, 2019 meeting. Councilmember Louis Morant seconded the motion. Chairman Thomas called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

CONSENT AGENDA:

Procurement #19-001, Georgetown County Fuel Card Services – County Council awarded an agreement to Fleetcor Technologies (doing business as Fuelman) to serve as the county's fuel card provider.

Procurement # 18-072 John Deere 85 G Excavator – County Council approved the purchase of a John Deere 85G Excavator from Flint Equipment, as the delivering dealer, in the amount of \$112,049.00 inclusive of sales tax and delivery.

Procurement #18-087, John Deere 330G Skid Steer – County Council approved award of a purchase order to Flint Equipment Company of Aynor, SC for a John Deere 330G Skid Steer, in the amount of \$53,700.00, inclusive of delivery.

Procurement #18-063, RFQ for Land Use Planning Corridor Companion Study – County Council awarded a Professional Services Agreement to Stantec Consulting Services, Inc. to perform a land use planning corridor study to parallel the Waccamaw Neck Transportation Study being conducted by GSATS.

Procurement #18-056, Pick Up and Recycling of Waste Tires – County Council awarded a service agreement to Made to Last Straw of St. George, SC, at the Add/Alternate #1 rate of \$110/ton.

Procurement #19-010, Replacement of (4) Marked Dodge Caravans – County Council awarded a purchase order to Butler Chrysler Dodge Jeep, at \$96,752.80 for four (4) 2019 Dodge Caravans (GC Sheriff's Office).

Procurement #19-009, Replacement of (4) Marked Dodge Charger & (1) Unmarked Dodge Charger – County Council awarded a purchase order to Performance Automotive, at \$126,982.00 for five (5) 2019 Dodge Chargers (4 Marked & 1 Unmarked) for the GC Sheriff's Office.

Contract #15-073, Airport Engineering & Planning Services for Georgetown County, Task Order #09 – County Council approved Task Order 09, and the associated purchase order, to Talbert & Bright, Inc. at \$77,540.00 as proposed for project formulation, grant administration and management services, and land acquisition services in support of the Runway 23 Project.

BOARD APPOINTMENTS

Board / Commission Appointments - Council District 1

Airport Commission

Chairman John Thomas moved for the appointment of Peter Horn to the Airport Commission. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion on the motion.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

Accommodations Tax Committee

Chairman John Thomas moved for the reappointment of Kathy Grace to the Accommodations Tax Advisory Committee. Councilmember Everett Carolina seconded the motion. There was no discussion following the motion.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

Alcohol & Drug Abuse Commission

Chairman John Thomas moved for the reappointment of Pat Fancher to the Alcohol & Drug Abuse Commission. Councilmember Louis Morant seconded the motion. No discussion followed the motion.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

Building Code Appeals Board

Chairman John Thomas moved for the reappointment of Ben Ward to the Building Code Board of Appeals. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion on the motion.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

Board / Commission Appointments - Council District 2

This report was deferred in Councilmember Charlton's absence.

Board / Commission Appointments - Council District 7

Accommodations Tax Committee

Councilmember Louis Morant moved to reappoint Dr. Jerry Crosby to the Accommodations Tax Advisory Committee. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

Building Code Appeals Board

Councilmember Louis Morant moved to reappoint Terry Cox to the Building Code Board of Appeals. Councilmember Lillie Jean Johnson seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

Library Board

Councilmember Louis Morant moved to reappoint Carlethia Rudolph to the Library Board. Councilmember Lillie Jean Johnson seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

ORDINANCES-Third Reading

No reports.

ORDINANCES-Second Reading:

Ordinance No. 19-01

Councilmember Austin Beard moved for second reading approval of 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). Councilmember Everett Carolina offered a second on the motion. Chairman Thomas called for discussion on the motion, and there was none.

In Favor:	Austin Beard	Louis R. Morant
	Everett Carolina	John W. Thomas
	Lillie Jean Johnson	

ORDINANCES-First Reading:

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.

BIDS:

No reports.

REPORTS TO COUNCIL:

Georgetown County Airport Strategic Plan – Update Report

Ray C. Funnye, Georgetown County Director of Public Services, introduced Don Quattlebaum, Chairman of the Georgetown County Airport Commission, and Jim Taylor, Georgetown County Airport Manager. Together they presented an informational report to apprise County Council of both short-term and long-term aviation opportunities that are happening at Georgetown County Airport. The airport has proven to have viable and continued impacts on Georgetown County, and they expressed appreciation to members of County Council for their ongoing support.

Impact Fee Report 2017-2018

Boyd Johnson, Georgetown County Director of Planning and Code Enforcement, provided an informational report pertaining to Development Impact Fees collected by the County for FY 2017-2018.

Self-Insured Health Plan - Update Report

Walt Ackerman, Georgetown County Director of Administrative Services, provided an informational report outlining the status of Georgetown County's Employee Health Plan, and wellness initiative.

Boards and Commissions - Term Limits

Following review of policy pertaining to term limits for Georgetown County board/commission members, it was the consensus of Council members to revise the current policy to restrict those serving on boards and commissions to serving no more than 90 days beyond their term expiration date (of 2nd term). The proposed revised policy would allow an individual to continue serving until a replacement was named. Aside from this change to existing policy, County Council directed that options should be explored to implement a mechanism by which the public could be notified of the opportunities available to serve on various boards and commissions, as well as areas of vacancy.

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:

No reports.

Being no further business to come before County Council, Chairman John Thomas called for a motion to adjourn the meeting. Councilmember Austin Beard so moved and Councilmember Louis Morant offered a seconded on the motion. The meeting was adjourned at 6:48 pm.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 2/26/2019
Item Type: CONSENT AGENDA

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 Square 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)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 19-01

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.

John Thomas
Chairman, Georgetown County Council

(SEAL)

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



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)

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

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 02-0420-017-02-00

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: M210

Purposed Zoning Classification: 4A

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 T 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.

☒ 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 7: A. Currently have private family
cemetery, 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: 1000000 11-5-18 Appeal Number: RE2-11-18-21757
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>

Maintained By

— County

— Private

— State

□ Dwayne Sheridan

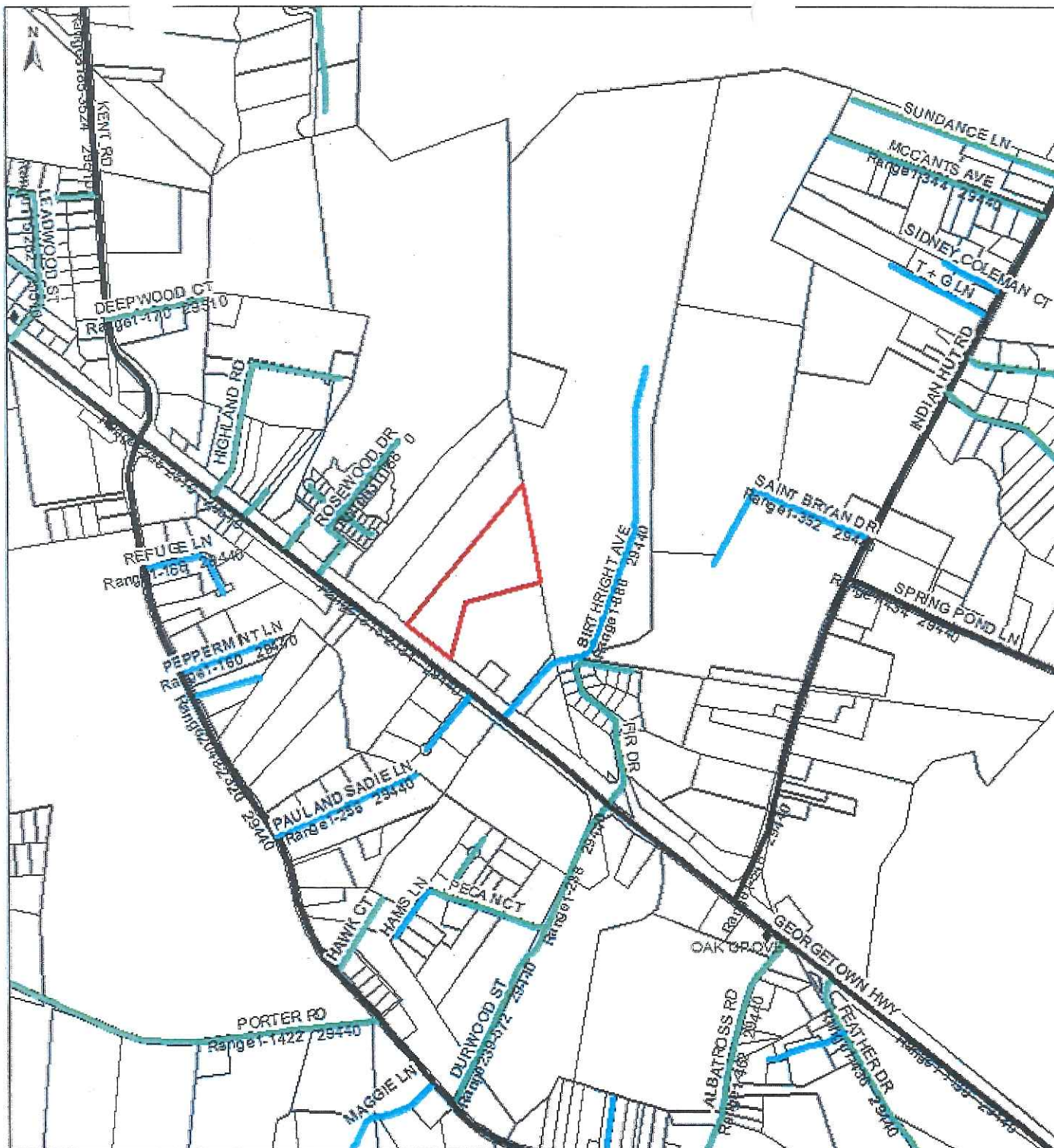
□ Lot Lines

◆ Landmarks

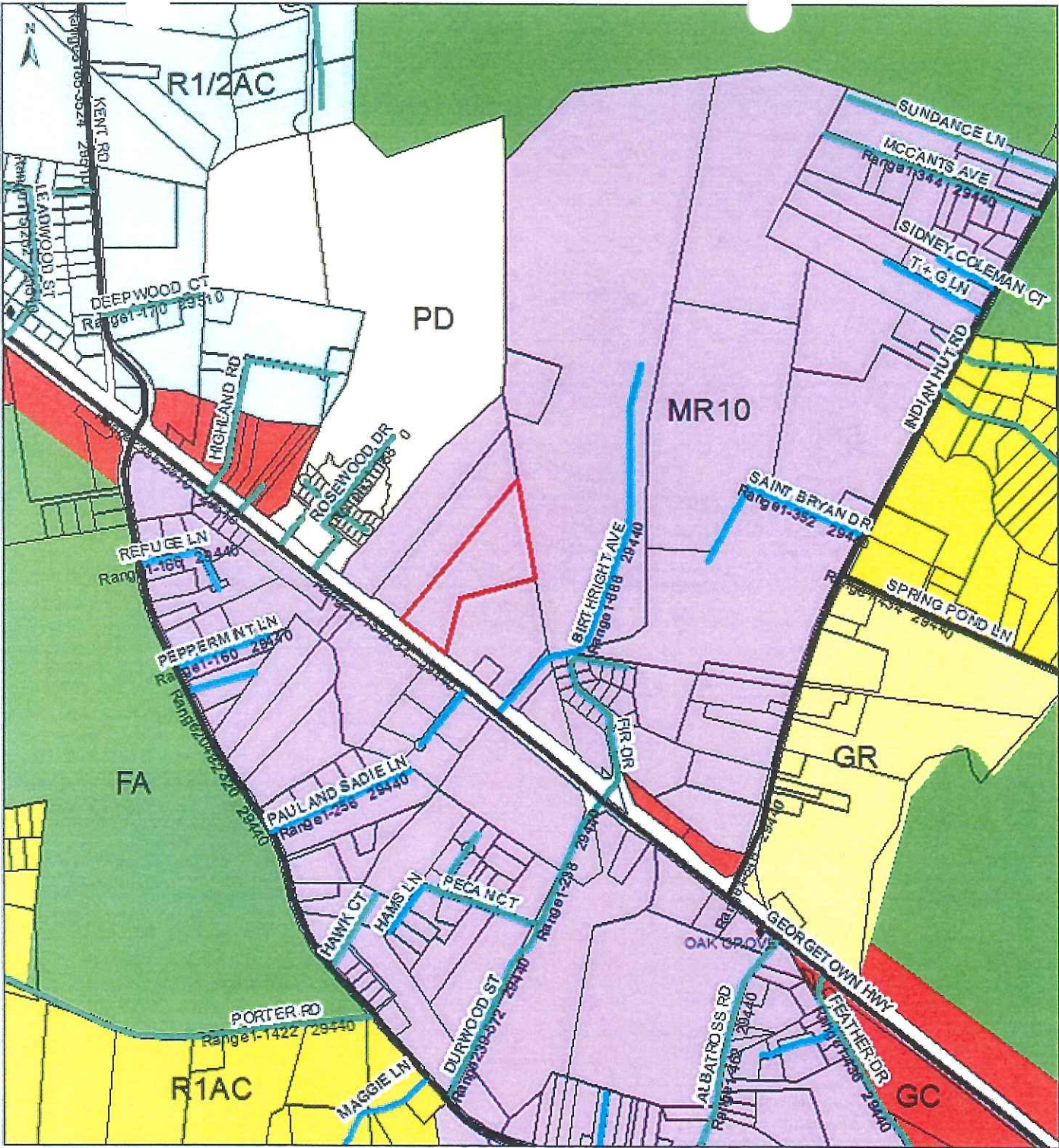
Municipalities

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**
- not shown
 - Maintained By
 - County
 - Private
 - State
 - Dwayne Sheridan
 - Lot Lines
 - Landmarks
- Zoning**
- DISTRICT**
- CITY OF GEORGETOWN
 - OF
 - PA
 - RA/C
 - RA/R
 - GC
 - GR
 - GR
 - HI
 - LI
 - MDP
 - MR10
 - NC
 - GC
 - RA
 - PD
 - R1
 - R1/2AC
 - R1C
 - R1AC
 - R2
 - R2/4A/2
 - R3
 - R3
 - RC
 - RC
 - RR
 - RS
 - RWC
 - VR10
- Municipality**



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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

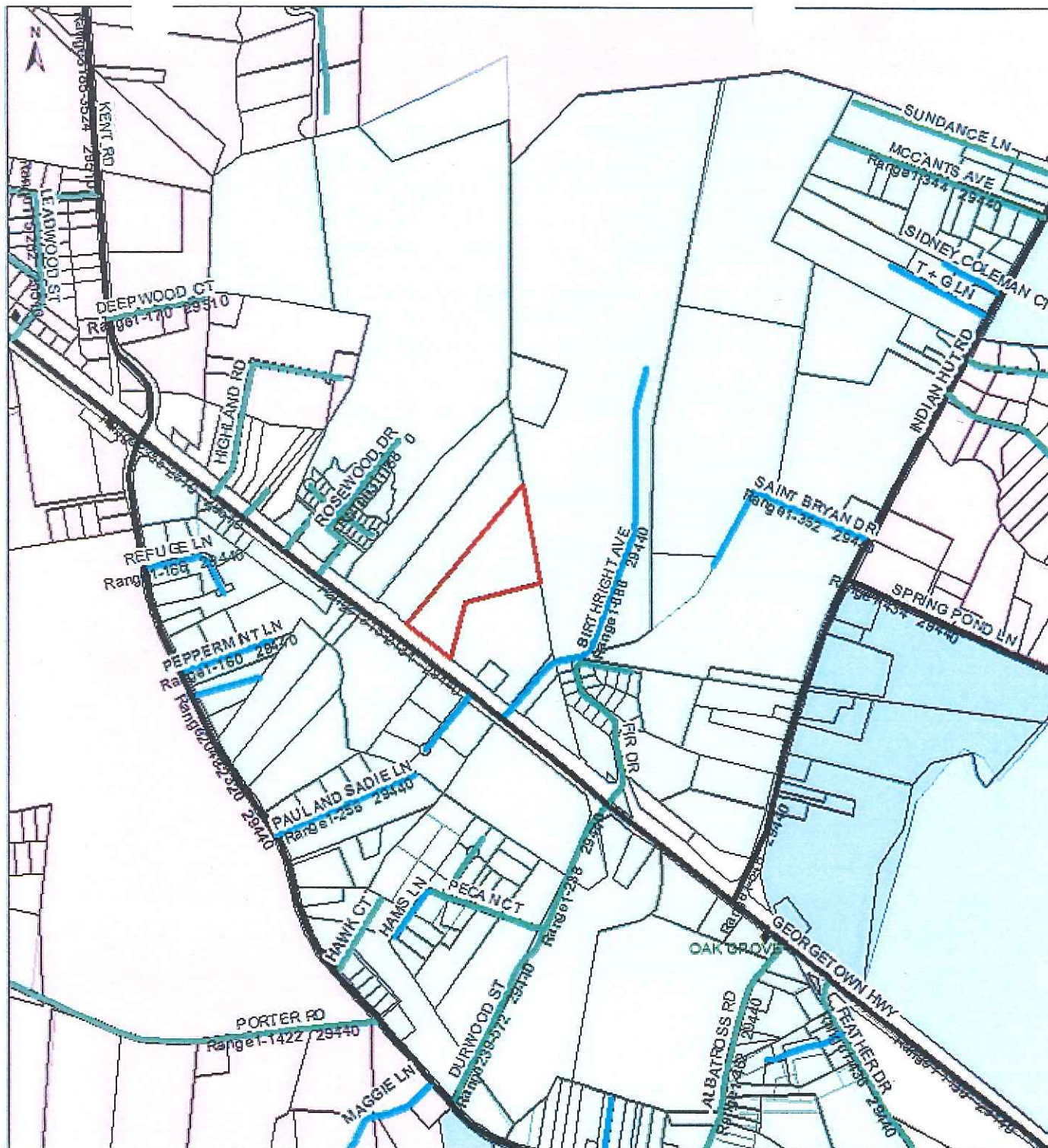
□ TOWN OF PI

□ TRANSITIONAL

Municipalities

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

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 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

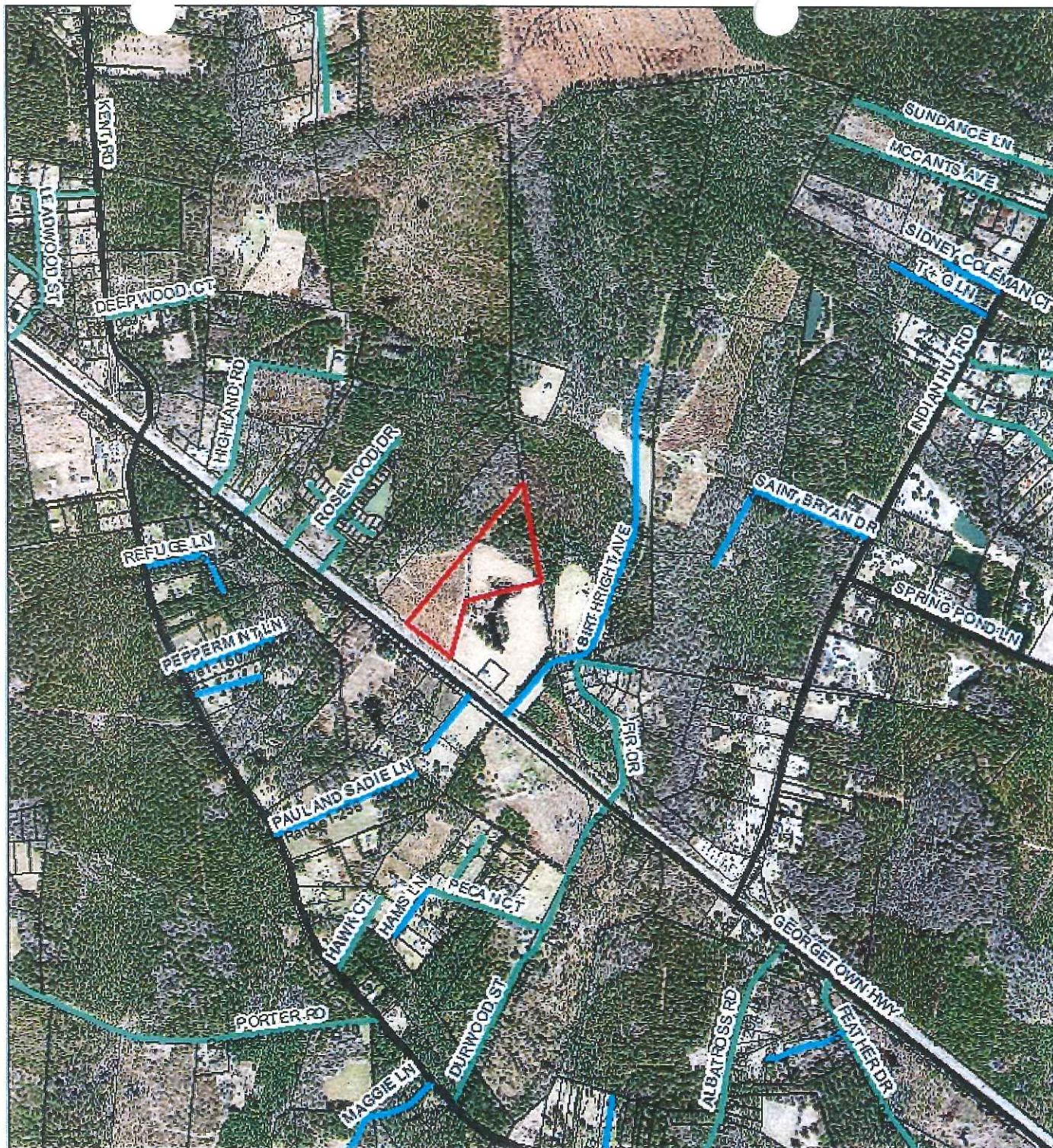
Green: Band_2

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

GEORGE J. JERNGAN, S.C.
BOOK 92 PAGE 1D

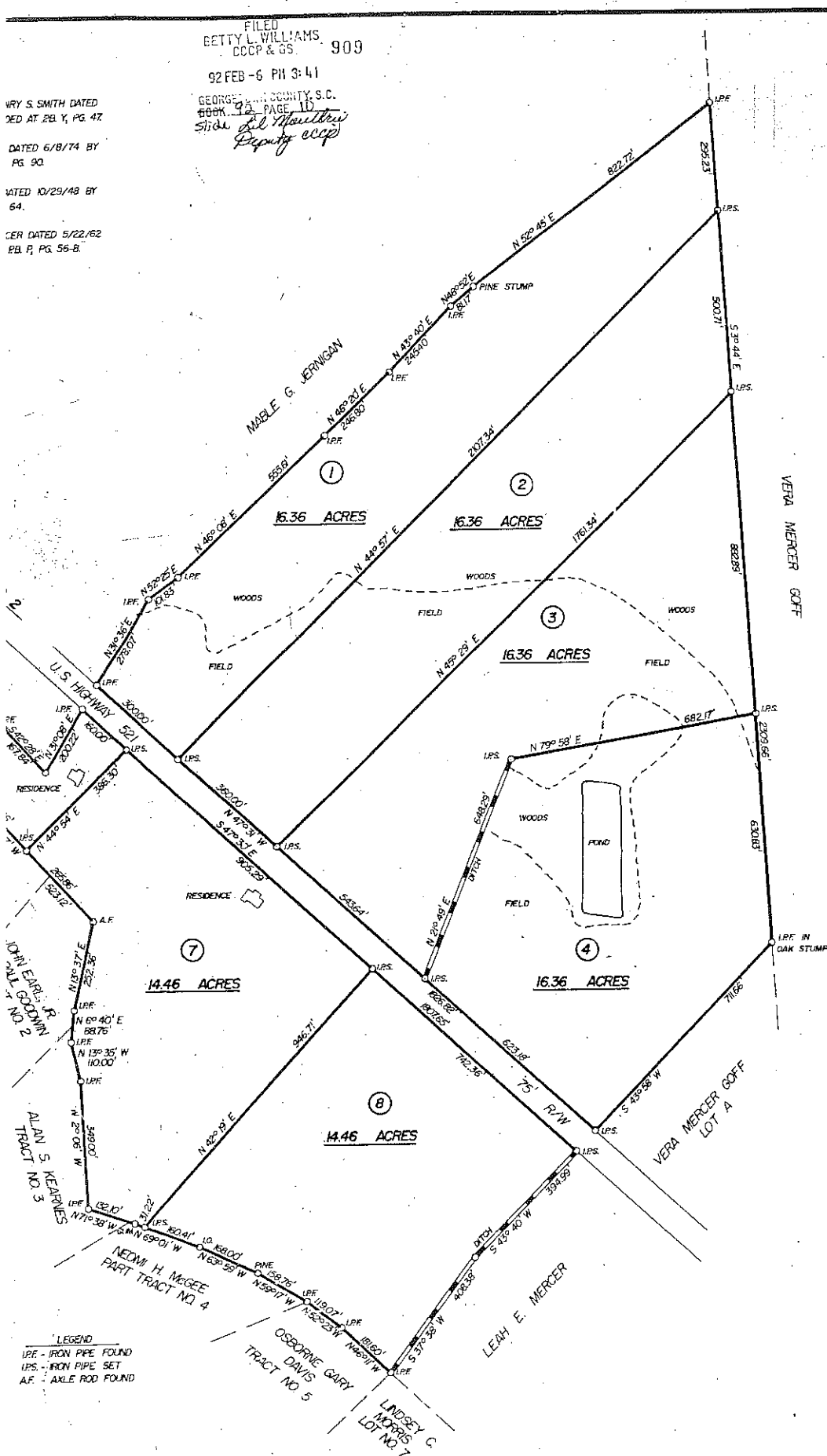
Shirley M. Moultrie
Liquor ccsp

WRY S. SMITH DATED
DED AT 2B 1, PG 47

DATED 6/8/74 BY
PG 90

DATED 10/29/48 BY
64.

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



Item Number: 6.b
Meeting Date: 2/26/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-081, Grass Cutting and Grounds Maintenance for Southern Parks Section

CURRENT STATUS:

Due to issues with the last vendor failing to provide services, and failing remedy the solution after a formal cure notice was issued, the contract was terminated and was rebid.

POINTS TO CONSIDER:

This solicitation was originally 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) proposals received:

- 1) Moore's Property Services of Georgetown, SC @ \$6,647.50 Total One-Cut Section Cost;
- 2) Finney Enterprises, LLC of Surfside Beach, SC @ 3,130.00 Total One-Cut Section Cost;
- 3) WJ Britton Landscaping, LLC of Conway, SC @ \$3,510.00 Total One-Cut Section Cost;
- 4) Four Shores Property, LLC of Myrtle Beach, SC @ \$1,667.00 Total One-Cut Section Cost;

Evaluation Criteria

In determining the successful bidder, the following evaluation factors, were considered:

- a) Demonstrated capability to perform the work assigned with sufficient equipment and skilled labor @ 15-Points;
- b) Ability to complete the work within the assigned time frames @ 10-Points;
- c) Review of past record of performance on projects of similar scope @ 10-Points;
- d) Amount, type, capacity and age of existing grass mowing equipment in bidders current inventory @ 15-Points; and
- e) Cost to perform the work @ 50-Points

FINANCIAL IMPACT:

The annual budget for Parks Maintenance in 010.579-50487 for all territories is \$220,000. Based on past services, the Southern Parks section is estimated to be budgeted around \$27,000.00 annually or \$135,000 over the course of the five year term contract.

OPTIONS:

- 1) Approve a Service Contract to Four Shores Property, LLC for Grass Cutting and Grounds Maintenance for Southern Parks Section, as needed at the rates lists.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

Parks and Recreation staff reviewed all proposals submitted for the Southern Section Grass Cutting and Grounds Maintenance and recommends award to the lowest responsive bid offeror, Four Shores Property, LLC of Myrtle Beach, SC. Four Shores Property, LLC have proven that they have the staff and equipment to be able to handle the park section. They also provided favorable references.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Public Bid Opening & Tabulation	Cover Memo
▣ Bid Summary Worksheet	Cover Memo
▣ Recommendation from Mrs. Beth Goodale, Director of Parks and Recreation	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL

Procurement # 18-081

Procurement for: Grass Cutting and Grounds Maintenance for Southern Parks Section

Department: Parks & Recreation

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$27,000 FY 19

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

☐-Cash Purchase

☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
010-579-50487	\$220,000

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

B. Sodala
Department Director/Elected Official

12/11/18
Date

[Signature]
Purchasing

12/17/18
Date

Scott C. Proctor
Finance Director

12/18/18
Date

[Signature]
County Administrator

12/18/18
Date



Public Bid Opening Tabulation
Bid# 18-081, Grass Cutting and Grounds Maintenance for
Southern Parks Section

Wednesday, January 9, 2019 at 2:30 PM Eastern NIST


<u>OFFEROR</u>	<u>Total Southern</u> <u>Section</u> <u>(One Cut Cost)</u>	<u>Fuel Cost</u> <u>Factor %</u>	<u>Comments</u>
Morris Property Services	\$ 6,647.50	8.25 %	
Finney Enterprises LLC.	\$ 3,110.00	15 %	
Britton Landscaping	\$ 3465.	15 %	
Four Shores Property LLC.	\$ 1,667.	12 %	

OPENED BY:

WITNESS:

Bid Summary Worksheet #18-081, Grass Cutting and Grounds Maintenance for Southern Parks Section					
		Morris Property Services	Finney Enterprises, LLC	Britton Landscaping	Four Shores Property, LLC
<u>Location:</u>	<u>Approx. Acreage/ Service Requirement</u>				
East Bay Park/Alford Center	20 Acres/Weekly	\$1,500.00	\$640.00	\$615.00	\$302.00
Winyah Bay Fishing Pier	1 Acre/Every Other Week	\$75.00	\$40.00	\$65.00	\$32.00
Hobcaw Point Fishing Pier	1/4 Acre/Every Other Week	\$37.50	\$40.00	\$50.00	\$20.00
South Island Park	15 Acres/Weekly	\$1,125.00	\$320.00	\$440.00	\$240.00
South Island Ferry	1/2 acre/Every Other Week	\$55.00	\$60.00	\$50.00	\$20.00
North Santee Park & Community Center	9 Acres/Every Other Week	\$600.00	\$240.00	\$290.00	\$149.00
Pole Yard Landing	1 Acre/Monthly	\$75.00	\$50.00	\$65.00	\$32.00
Howard Recreation Center	1 Acre/Weekly	\$70.00	\$120.00	\$165.00	\$34.00
Beck Recreation Center	9 Acres/Weekly	\$600.00	\$280.00	\$325.00	\$159.00
Georgetown County Admin Office	weekly Saturday (not before 8 am)	\$80.00	\$50.00	\$70.00	\$20.00
Clemson Extension	weekly, Saturday (not before 8 am)	\$50.00	\$40.00	\$50.00	\$20.00
Georgetown County Museum	weekly, Saturday (not before 8 am)	\$35.00	\$40.00	\$50.00	\$20.00
Georgetown County Historic Courthouse	weekly, Saturday (not before 8 am)	\$70.00	\$80.00	\$50.00	\$24.00
Public Services Admin	weekly Saturday (not before 8 am)	\$55.00	\$40.00	\$50.00	\$20.00
American Red Cross	weekly, Saturday (not before 8 am)	\$50.00	\$40.00	\$50.00	\$20.00
Dept. of Juvenile Justice	weekly, Saturday (not before 8 am)	\$50.00	\$40.00	\$50.00	\$20.00
Dept. Probation & Parole	weekly, Saturday (not before 8 am)	\$60.00	\$40.00	\$50.00	\$20.00
Voters Registration	weekly Saturday or Sunday	\$35.00	\$40.00	\$55.00	\$35.00
Georgetown County Health Dept.	weekly Saturday or Sunday	\$225.00	\$60.00	\$75.00	\$40.00
Veterans Affairs Office	weekly Saturday or Sunday	\$150.00	\$160.00	\$75.00	\$42.00
Dept. of Social Services	weekly Saturday or Sunday	\$150.00	\$50.00	\$90.00	\$20.00
Magistrate Traffic Court Office	weekly Saturday or Sunday	\$225.00	\$50.00	\$90.00	\$20.00
Georgetown Library	weekly Saturday or Sunday	\$175.00	\$50.00	\$90.00	\$60.00
Georgetown County Judicial Center	weekly Saturday or Sunday	\$250.00	\$50.00	\$110.00	\$84.00
Waccamaw Reg. Council of Govt	weekly, Saturday (not before 8 am)	\$100.00	\$50.00	\$100.00	\$28.00
Winyah Recreation Center	weekly	\$150.00	\$100.00	\$185.00	\$44.00
Carroll Ashmore Campbell Boat Landing	8 acres/weekly	\$600.00	\$360.00	\$155.00	\$142.00
TOTAL SOUTHERN SECTION (One Cut Cost)		\$6,647.50	\$3,130.00	\$3,510.00	\$1,667.00
			CORRECTED	CORRECTED	
Fuel Cost Factor		8.25%	15%	15%	12%
# of Days for Mobilization		30	5 Business Days	30	2
Exceptions		NONE	NONE	NONE	[Blank]

**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: NANCY SILVER
FROM: BETH GOODALE 
SUBJECT: GRASS MOWING BIDS
SOUTHERN PARKS SECTION
DATE: 2/11/2019
CC: RICKY ROWE

Staff reviewed all bids submitted for *Sothern Section 2019*. After thorough review our recommendation for this section is award of contract to lowest responsive bid offeror Four Shores Property, LLC of Myrtle Beach, SC.

This seasonal service is within the recreation (579) department budget. These services are provided on an as needed basis with growing season influenced by seasonal temperatures and rainfall. All contract mowing vendors are closely monitored by Park Maintenance staff throughout the growing season.

Item Number: 6.c
Meeting Date: 2/26/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-082, Grass Cutting and Grounds Maintenance for Northern Parks Section

CURRENT STATUS:

Due to issues with the last vendor failing to provide services, and failing to remedy the situation after a formal cure notice was issued, the contract was terminated and was rebid.

POINTS TO CONSIDER:

This solicitation was originally 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) proposals received:

- 1) Moore's Property Services of Georgetown, SC @ \$4,855.00 Total One-Cut Section Cost;
- 2) Finney Enterprises, LLC of Surfside Beach, SC @ 3,865.00 Total One-Cut Section Cost;
- 3) WJ Britton Landscaping, LLC of Conway, SC @ \$2,175.00 Total One-Cut Section Cost;
- 4) Xclusive Lawncare of Georgetown, SC @ \$3,387.00 Total One-Cut Section Cost;

Evaluation Criteria

In determining the successful bidder, the following evaluation factors, were considered:

- a) Demonstrated capability to perform the work assigned with sufficient equipment and skilled labor @ 15-Points;
- b) Ability to complete the work within the assigned time frames @ 10-Points;
- c) Review of past record of performance on projects of similar scope @ 10-Points;
- d) Amount, type, capacity and age of existing grass mowing equipment in bidders current inventory @ 15-Points; and
- e) Cost to perform the work @ 50-Points

FINANCIAL IMPACT:

The annual budget for Parks Maintenance in 010.579-50487 for all territories is \$220,000. Based on past services, the Northern Parks section is estimated to be budgeted around \$20,000.00 annually or \$100,000 over the course of the five year term contract.

OPTIONS:

- 1) Approve a Service Contract to WJ Britton Landscaping, LLC for Grass Cutting and Grounds Maintenance for Northern Parks Section, as needed at the rates lists.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

Parks and Recreation staff reviewed all proposals submitted for the Northern Section Grass Cutting and Grounds Maintenance and recommends award to the lowest responsive bid offeror, WJ Britton Landscaping, LLC of Conway, SC. WJ Britton Landscaping, LLC have proven that they have the staff and equipment to be able to handle the park section. They also provided favorable references.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Public Bid Opening & Tabulation	Cover Memo
▣ Bid Summary Worksheet	Cover Memo
▣ Recommendation from Mrs. Beth Goodale, Director of Parks and Recreation	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL

Procurement # 18-082

Procurement for: Grass Cutting and Grounds Maintenance for Northern Parks Section

Department: Parks & Recreation

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$ 20,000 FY 19

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

☐-Cash Purchase

☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
010-579-50487	\$20,000

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

Betty Goodale
Department Director/Elected Official

12/11/18
Date

[Signature]
Purchasing

12/17/18
Date

Scott C. Proctor
Finance Director

12/18/18
Date

[Signature]
County Administrator

12/18/18
Date



Public Bid Opening Tabulation
Bid# 18-082, Grass Cutting and Grounds Maintenance for
Northern Parks Section

Wednesday, January 9, 2019 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>Total Northern Section (One Cut Cost)</u>	<u>Fuel Cost Factor %</u>	<u>Comments</u>
Morris Property Services	\$ 4,855.00	8.75 %	
Finney Enterprises LLC	\$ 3865.00	15%	
Xclusive Lawncare	\$ 3387.00	8%	
Britton Landscaping	\$ 2175.00	15%	

OPENED BY:

A blue ink signature, likely of the person who opened the bid, is written over a horizontal line.

WITNESS:

A blue ink signature, identified as Pamela Bissetti, is written over a horizontal line.

Bid Summary Worksheet #18-082, Grass Cutting for Northern Parks Section					
		Morris Property Services	Finney Enterprises, LLC	Xclusive Lawncare	Britton Landscaping
<u>Location:</u>	<u>Approx. Acreage/ Service Requirement</u>				
Pee Dee Community Center	1 Acre/Bi-weekly	\$75.00	\$105.00	\$55.00	\$50.00
New Pee Dee Park	4 Acres/Bi-Weekly	\$315.00	\$320.00	\$220.00	\$145.00
St. Luke Park	8 Acres/Bi-weekly	\$640.00	\$200.00	\$400.00	\$275.00
St. Paul Park	3.84 Acres/Bi-weekly	\$285.00	\$280.00	\$200.00	\$115.00
Browns Ferry Landing	1 Ace/Bi-weekly	\$75.00	\$105.00	\$55.00	\$45.00
Post Foot Park	1 Acre/Bi-weekly	\$75.00	\$105.00	\$60.00	\$45.00
Mary Bonds Park	3.5 Acres/Weekly	\$275.00	\$200.00	\$180.00	\$110.00
Dunbar Park	7 Acres/Bi-weekly	\$525.00	\$320.00	\$345.00	\$200.00
Knox Swamp Park	7 Acres/Bi-weekly	\$525.00	\$280.00	\$345.00	\$200.00
Petersfield Landing	1/2 Acre/Bi-weekly	\$40.00	\$105.00	\$45.00	\$40.00
Ports Hill Landing	1/4 Acre/Bi-weekly	\$45.00	\$105.00	\$45.00	\$30.00
Peters Creek Landing	1 Acre/Bi-weekly	\$75.00	\$105.00	\$45.00	\$50.00
Black Mingo	1 Acre/Bi-weekly	\$75.00	\$105.00	\$50.00	\$50.00
Annie Village Park	6 Acres/Bi-weekly	\$485.00	\$240.00	\$290.00	\$170.00
Oatland Park	5.4 Acres/Bi-weekly	\$405.00	\$280.00	\$280.00	\$145.00
Plantersville Park Fields	3.5 Acres/Bi-weekly	\$280.00	\$220.00	\$180.00	\$165.00
Plantersville Community Center & around Basketball Court	0.5 Acres/Weekly3	\$40.00	\$105.00	\$60.00	\$45.00
Carvers Bay Library	1 Acre/Weekly	\$75.00	\$200.00	\$70.00	\$30.00
Pleasant Hill Summary Court	0.5 Acres/Bi-weekly	\$45.00	\$105.00	\$50.00	\$30.00
Rocky Point Boat Landing Park	3 Acres/Bi-weekly	\$225.00	\$180.00	\$135.00	\$115.00
Lanes Creek Park	3.5 Acres/Bi-weekly	\$275.00	\$200.00	\$277.00	\$120.00
TOTAL NORTHERN SECTION (One Cut Cost)		\$4,855.00	\$3,865.00	\$3,387.00	\$2,175.00
Fuel Cost Factor		8.75%	15.00%	8%	15%
# of Days for Mobilization		30	5	3-5	30
Exceptions		NONE	NONE	NONE	NONE

**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: NANCY SILVER
FROM: BETH GOODALE *B. Goodale*
SUBJECT: GRASS MOWING BIDS
NORTHERN PARKS SECTION
DATE: 2/11/2019
CC: RICKY ROWE

Staff reviewed all bids submitted for *Northern Section 2019*. After thorough review our recommendation for this section is award of contract to lowest responsive bid offeror W J Britton Landscaping, LLC of Conway, SC.

This seasonal service is within the recreation (579) department budget. These services are provided on an as needed basis with growing season influenced by seasonal temperatures and rainfall. All contract mowing vendors are closely monitored by Park Maintenance staff throughout the growing season.

Item Number: 6.d
Meeting Date: 2/26/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-083, Grass Cutting and Grounds Maintenance for Waccamaw Neck Parks Section

CURRENT STATUS:

Due to issues with the last vendor failing to provide services, and failing to remedy the situation after a formal cure notice was issued, the contract was terminated and was rebid.

POINTS TO CONSIDER:

This solicitation was originally 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 eight (8) proposals received:

- 1) Moore's Property Services of Georgetown, SC @ \$3,145.00 Total One-Cut Section Cost;
- 2) Finney Enterprises, LLC of Surfside Beach, SC @ \$1,414.25 Total One-Cut Section Cost;
- 3) Green Pastures, LLC of Little River, SC @ \$2,202.50 Total One-Cut Section Cost;
- 4) Handy Hands of Georgetown, SC @ \$5,135.00 Total One-Cut Section Cost;
- 5) Angel Oak Lawncare Solutions of Pawleys Island, SC @ \$4,926.00 Total One-Cut Section Cost;
- 6) WJ Britton Landscaping, LLC of Conway, SC @ \$2,160.00 Total One-Cut Section Cost;
- 7) Coast Irrigation, LLC of Pawleys Island, SC @ \$4,150.00 Total One-Cut Section Cost;
- 8) Four Shores Property, LLC of Myrtle Beach, SC @ \$945.00 Total One-Cut Section Cost.

Evaluation Criteria

In determining the successful bidder, the following evaluation factors, were considered:

- a) Demonstrated capability to perform the work assigned with sufficient equipment and skilled labor @ 15-Points;
- b) Ability to complete the work within the assigned time frames @ 10-Points;
- c) Review of past record of performance on projects of similar scope @ 10-Points;
- d) Amount, type, capacity and age of existing grass mowing equipment in bidders current inventory @ 15-Points; and
- e) Cost to perform the work @ 50-Points

FINANCIAL IMPACT:

The annual budget for Parks Maintenance in 010.579-50487 for all territories is \$220,000. Based on past services, the Waccamaw Neck Parks section is estimated to be budgeted around \$18,000.00 annually or \$90,000 over the course of the five year term contract.

OPTIONS:

- 1) Approve a Service Contract to Four Shores Property, LLC for Grass Cutting and Grounds Maintenance for Waccamaw Neck Parks Section, as needed at the rates lists.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

Parks and Recreation staff reviewed all proposals submitted for the Waccamaw Neck Parks Section Grass Cutting and Grounds Maintenance and recommends award to the lowest responsive bid offeror, Four Shores Property, LLC of Myrtle Beach, SC. Four Shores Property, LLC have proven that they have the staff and equipment to be able to handle the park section. They also provided favorable references.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Public Bid Opening & Tabulation	Cover Memo
▣ Bid Summary Worksheet	Cover Memo
▣ Recommendation from Mrs. Beth Goodale, Director of Parks and Recreation	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL

Procurement # 18-083

Procurement for: Grass Cutting and Grounds Maintenance for Waccamaw Neck Parks Section

Department: Parks & Recreation

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$ 18,000 FY 19

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

☐-Cash Purchase

☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
010-579-50487	\$220,000

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

Beth Soodale
Department Director/Elected Official

12/11/18
Date

[Signature]
Purchasing

12/17/18
Date

Scott G. Proctor
Finance Director

12/18/18
Date

[Signature]
County Administrator

12/18/18
Date



Public Bid Opening Tabulation
Bid# 18-083, Grass Cutting and Grounds Maintenance for
Waccamaw Neck Parks Section

Wednesday, January 9, 2019 at 3:30 PM Eastern NIST

<u>OFFEROR</u>	<u>Total Waccamaw Neck Section (One Cut Cost)</u>	<u>Fuel Cost Factor %</u>	<u>Comments</u>
Morris Property Services	\$ 3,145.00	8.25 %	
Finney Enterprises LLC	\$ 1,413.25	15 %	
Green Pastures LLC.	\$ 2,202.50	15 %	
Handy Hands	\$ 5,135.00	5 %	
Angel Oak Lawn Care Solutions	\$ 4,926.00	2 %	
Britton Landscaping	\$ 2,160.00	15 %	
Coast Irrigation LLC	\$ 4,150.00	15 %	

OPENED BY: _____

WITNESS: _____

Pamela Bassetti



Public Bid Opening Tabulation
Bid# 18-083, Grass Cutting and Grounds Maintenance for
Waccamaw Neck Parks Section
Wednesday, January 9, 2019 at 3:30 PM Eastern NIST

<u>OFFEROR</u>	<u>Total Waccamaw Neck Section</u> <u>(One Cut Cost)</u>	<u>Fuel Cost Factor %</u>	<u>Comments</u>
Four Shores Property LLC.	\$945.00	1190	

OPENED BY:

A blue ink signature, likely of the person who opened the bid, is written over a horizontal line.

WITNESS:

A blue ink signature, identified as Pamela Parretti, is written over a horizontal line.

Bid Summary Worksheet #18-083, Grass Cutting and Grounds Maintenance for Waccamaw Neck Parks Section					
		Morris Property Services	Finney Enterprises, LLC	Green Patures, LLC	Handy Hands
<u>Location:</u>	<u>Approx. Acreage/ Service Requirement</u>				
Pawleys Island Park	4.5 Acres/Weekly	\$340.00	\$140.25	\$247.50	\$500.00
Luther Alston Park	1/2 Acre/Bi-weekly	\$40.00	\$45.00	\$35.00	\$125.00
Wacca Wache Landing & Parking Area	1.5 Acres/Bi-weekly	\$115.00	\$45.00	\$90.00	\$280.00
Hagley Landing	1/4 Acre/Bi-weekly	\$30.00	\$45.00	\$27.50	\$100.00
Sandy Island Landing	1/2 Acre/Bi-weekly	\$45.00	\$45.00	\$35.00	\$150.00
Morse Landing	1 Acre/Weekly	\$75.00	\$45.00	\$55.00	\$180.00
Wachesaw Park & Concession Building	8 Acres/Weekly	\$675.00	\$195.00	\$440.00	\$750.00
Murrells Inlet Bike Path Bridge	1/4 Acre/Bi-weekly	\$35.00	\$45.00	\$27.50	\$100.00
Murrells Inlet Boat Landing	0.8 Acres/Weekly	\$50.00	\$63.00	\$40.00	\$125.00
Median Segment A-PI South Casueway Traffic Islands	n/a /Bi-weekly	\$40.00	\$45.00	\$30.00	\$250.00
Murrells Inlet Community Center	2 Acres/Weekly	\$150.00	\$100.00	\$110.00	\$300.00
Waccamaw Neck Branch Library	7 Acres/Bi-Weekly	\$525.00	\$190.00	\$350.00	\$750.00
Waccamaw Regional Tennis Center at Stables Park	8 Acres/Weekly	\$675.00	\$340.00	\$440.00	\$975.00
Waccamaw Middle School Soccer Field	5 Acres/Weekly	\$350.00	\$71.00	\$275.00	\$550.00
TOTAL WACCAMAW NECK SECTION (One Cut Cost)		\$3,145.00	\$1,414.25	\$2,202.50	\$5,135.00
			CORRECTED		
Fuel Cost Factor		8.25%	15%	15%	5%
# of Days for Mobilization		30	5 Business Days	10	2 Weeks
Exceptions		NONE	NONE	NONE	NONE

Bid Summary Worksheet #18-083, Grass Cutting and Grounds Maintenance for Waccamaw Neck Parks Section					
		Angel Oak Lawncare Solutions	Britton Landscaping	Coast Irrigation, LLC	Four Shores Property, LLC
<u>Location:</u>	<u>Approx. Acreage/</u>				
Pawleys Island Park	4.5 Acres/Weekly	\$500.00	\$165.00	\$500.00	\$80.00
Luther Alston Park	1/2 Acre/Bi-weekly	\$65.00	\$55.00	\$75.00	\$20.00
Wacca Wache Landing & Parking Area	1.5 Acres/Bi-weekly	\$120.00	\$125.00	\$225.00	\$65.00
Hagley Landing	1/4 Acre/Bi-weekly	\$60.00	\$50.00	\$100.00	\$20.00
Sandy Island Landing	1/2 Acre/Bi-weekly	\$40.00	\$55.00	\$125.00	\$25.00
Morse Landing	1 Acre/Weekly	***\$80.00	\$75.00	\$125.00	\$35.00
Wachesaw Park & Concession Building	8 Acres/Weekly	\$720.00	\$295.00	\$700.00	\$160.00
Murrells Inlet Bike Path Bridge	1/4 Acre/Bi-weekly	\$80.00	\$85.00	\$75.00	\$20.00
Murrells Inlet Boat Landing	0.8 Acres/Weekly	\$120.00	\$70.00	\$125.00	\$45.00
Median Segment A-PI South Casueway	n/a /Bi-weekly	\$60.00	\$85.00	\$100.00	\$20.00
Murrells Inlet Community Center	2 Acres/Weekly	\$515.00	\$165.00	\$175.00	\$80.00
Waccamaw Neck Branch Library	7 Acres/Bi-Weekly	\$966.00	\$310.00	\$225.00	\$112.00
Waccamaw Regional Tennis Center at	8 Acres/Weekly	\$1,200.00	\$390.00	\$1,100.00	\$165.00
Waccamaw Middle School Soccer Field	5 Acres/Weekly	\$400.00	\$235.00	\$500.00	\$98.00
TOTAL WACCAMAW NECK SECTION (One Cut Cost)		\$4,926.00	\$2,160.00	\$4,150.00	\$945.00
		***\$125 1st cut, \$80 thereafter			
Fuel Cost Factor		2.00%	15.00%	15%	11%
# of Days for Mobilization		15	30	10	2
Exceptions		NONE	[Blank]	NONE	[Blank]

**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: NANCY SILVER
FROM: BETH GOODALE *B. Goodale*
SUBJECT: GRASS MOWING BIDS
WACCAMAW PARKS SECTION
DATE: 2/11/2019
CC: RICKY ROWE

Staff reviewed all bids submitted for *Waccamaw Section 2019*. After thorough review our recommendation for this section is award of contract to lowest responsive bid offeror Four Shores Property, LLC of Myrtle Beach, SC.

This seasonal service is within the recreation (579) department budget. These services are provided on an as needed basis with growing season influenced by seasonal temperatures and rainfall. All contract mowing vendors are closely monitored by Park Maintenance staff throughout the growing season.

Item Number: 6.e
Meeting Date: 2/26/2019
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 #10

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 nine (9) task orders previously approved under this contract.
- 2) The current request for approval of Task Order #10 will be in the amount of \$77,530.00 requiring Council's approval, and will be for appraisal services, boundary and avigation easement surevey services, environmental due diligence audit services, and sub-consultant services for the land acquisition for runway 05-23 approaches. 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 proposed 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 10, and the associated purchase order, to Talbert & Bright, Inc. at \$77,530.00 as proposed, or
- 2) Decline to approve.

STAFF RECOMMENDATIONS:

The Task Order 10 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
□ Task Order 10 for Approval	Cover Memo

▣ DRAFT of Purchase Order #2019-00000407 for Approval Cover Memo



Georgetown County, South Carolina
Execution of Contract Change or Adjustment

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

Contract #	Sequence #	Amendment #
15-073	10	
Project #	GL Account	Purchase Order
2601-1802 "B"	99360-609-50705	2019-407
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$615,961.00	\$77,530.00	\$693,491.00

Administration Use ONLY		
	Signature	Date
Budget Verified:		2/9/19
Change Originator:	Janet F. Combs	02/08/19

Consultant Name:	Talbert & Bright Engineering & Planning Consultants, Inc.
Contract Title:	Airport Engineering & Planning Services
Task Order Name:	Subconsultant Services PART B: Land Acquisition For Runway 5-23 Approaches
Scope of Work:	Appraisal Services: \$16,400.00 Review Appraisal Services: \$15,000.00 Boundary and Avigation Easement Survey Services: \$13,600.00 Environmental Due Diligence Audit Services: \$25,000.00 Fix Fee, Subconsultant Services, Lump Sum: \$7,530.00
List Authorized Sub-Consultants:	A.R. Martin Company; Stewart, Martin and McCoy; Parker Land Surveying, LLC; S&ME, Inc.
Deliverables:	As specified in the attached documents/maps/charts.
Justification for Change:	Proceeding through the land acquisition phase of this project with required appraisals/easements/surveys/environmental due diligence.
Start Date: February 27, 2019	Completion Date: September 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: Ray C. Funnye Director of Public Services		02/08/19 Date	Digital/attchd. (Signature)	02/08/19 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 <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.	

**GEORGETOWN COUNTY AIRPORT
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

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

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 Special Services - Subconsultant Services including providing Appraisals, Review Appraisals, Boundary and Avigation Easement Surveys, and Phase I - Environmental Due Diligence Audits for the ten parcels to be acquired in fee simple and/or avigation easement 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.

Special Services - Subconsultant Services

Subconsultant Appraisal Services (A. R. Martin Company) shall be provided for preparation of appraisals for the ten parcels in support of the Fee Simple and/or Avigation Easement acquisition proposed for the project.

Subconsultant Review Appraisal Services (Stewart, Martin, and McCoy.) shall be provided for preparation of review appraisals for ten parcels in support of Fee Simple and/or Avigation Easement acquisition proposed for the project.

Subconsultant Boundary and Avigation Easement Survey Services (Parker Land Surveying, LLC) shall be provided for boundary surveys and avigation easement maps for the ten parcels in support of Fee Simple and/or Avigation Easement acquisition proposed for the project.

Subconsultant Phase I - Environmental Due Diligence Audit Services (S&ME, Inc.) shall be provided for preparation of Phase I - Environmental Due Diligence Audits for the ten parcels in support of the Fee Simple and/or Avigation Easement acquisition proposed for the project.

Estimated Time Schedule

The Appraisal and Review Appraisal Services, Boundary and Avigation Easement Survey Services, and Phase I - Environmental Due Diligence Audit Services required for the project shall be completed for review by Airport/FAA within 90 days of written right of entry from property owners to perform the required field work. Draft Purchase Offers and Purchase Agreements shall be prepared within 30 days of concurrence of acquisition documentation by Airport/Owner and FAA.

Services shall be provided through completion of the services outlined in this Work Authorization.

Cost of Services

The method of payment for Special Services – Subconsultant Services shall be lump sum for the completed task for each parcel of property in accordance with Exhibit 'B' of the Contract. The Estimated Budget for Subconsultant Services for Appraisal Services shall be \$16,400.00; the estimated budget for Review Appraisal Services shall be \$15,000.00; the estimated budget for Boundary and Avigation Easement Survey Services shall be \$13,600.00; and the Estimated Budget for Phase I- Environmental Due Diligence Audit Services shall be \$25,000.00. The Fixed Fee for Subconsultant Services shall be lump Sum in accordance with Exhibit 'B' of the Contract. The lump sum for Fixed Fee – Subconsultant Services shall be \$7,530.00. The Estimated Budgets will not be exceeded without prior written consent of Georgetown County.

Summary of Costs

Special Services – Subconsultant Services; Appraisal Services – Estimated Budget	\$16,400.00
Special Services – Subconsultant Services; Review Appraisal Services -- Estimated Budget	\$15,000.00
Special Services – Subconsultant Services; Boundary and Avigation Easement Survey Services – Estimated Budget	\$13,600.00
Special Services - Subconsultant Services; Phase I – Environmental Due Diligence Audit Services – Estimated Budget	\$25,000.00
Fixed Fee - Subconsultant Services – Lump Sum	\$7,530.00
Total Amount for this Work Authorization	\$77,530.00

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

For Georgetown County

For Talbert & Bright, Inc.

Date:

Date:

2-7-19

Witness

Witness

Attachments:

Manhour Estimate

Project Exhibits and Tables

Subconsultant Proposals and Scopes

Special Services - Subconsultant Services

Appraisal Services (A. R. Martin Company)		
• Parcel 1	Parcel ID 05-0051-010-00-00	\$1,700.00
• Parcel 2	Parcel ID 05-0051-008-00-00	\$1,700.00
• Parcel 3	Parcel ID 05-0051-002-00-00	\$1,700.00
• Parcel 4	Parcel ID 01-0445-045-00-00	\$1,500.00
• Parcel 7 & 8	Parcel ID 01-0445-0220-09-00	\$2,500.00
• Parcel 9	Parcel ID 01-0445-020-07-00	\$2,500.00
• Parcel 17	Parcel ID 01-0446-034-05-00	\$1,200.00
• Parcel 18	Parcel ID 01-0446-034-04-00	\$1,200.00
• Parcel 19	Parcel ID 01-0446-035-00-00	\$1,200.00
• Parcel 20	Parcel ID 01-0446-037-00-00	\$1,200.00
Total - Subconsultant Appraisal Services		\$16,400.00

Note: Estimated Cost of Services is based on on Engineer's and Subconsultant's understanding of the project requirements. Project changes will be on proposed Lump Sum Fee for each parcel as shown above for work completed.

Review Appraisal Services (Stewart, Martin & McCoy)		
• Parcel 1	Parcel ID 05-0051-010-00-00	\$1,500.00
• Parcel 2	Parcel ID 05-0051-008-00-00	\$1,500.00
• Parcel 3	Parcel ID 05-0051-002-00-00	\$1,500.00
• Parcel 4	Parcel ID 01-0445-045-00-00	\$1,500.00
• Parcel 7 & 8	Parcel ID 01-0445-0220-09-00	\$1,500.00
• Parcel 9	Parcel ID 01-0445-020-07-00	\$1,500.00
• Parcel 17	Parcel ID 01-0446-034-05-00	\$1,500.00
• Parcel 18	Parcel ID 01-0446-034-04-00	\$1,500.00
• Parcel 19	Parcel ID 01-0446-035-00-00	\$1,500.00
• Parcel 20	Parcel ID 01-0446-037-00-00	\$1,500.00
Total - Subconsultant Review Appraisal Services		\$15,000.00

Note: Estimated Cost of Services is based on on Engineer's and Subconsultant's understanding of the project requirements. Project changes will be on proposed Lump Sum Fee for each parcel as shown above for work completed.

Boundary and Avigation Easement Surveys (Parker Land Surveying)		
• Parcel 1	Parcel ID 05-0051-010-00-00	\$4,650.00
• Parcel 2	Parcel ID 05-0051-008-00-00	\$1,250.00
• Parcel 3	Parcel ID 05-0051-002-00-00	\$1,250.00
• Parcel 4	Parcel ID 01-0445-045-00-00	\$1,250.00
• Parcel 7 & 8	Parcel ID 01-0445-0220-09-00	\$1,250.00
• Parcel 9	Parcel ID 01-0445-020-07-00	\$750.00
• Parcel 17	Parcel ID 01-0446-034-05-00	\$800.00
• Parcel 18	Parcel ID 01-0446-034-04-00	\$800.00
• Parcel 19	Parcel ID 01-0446-035-00-00	\$800.00
• Parcel 20	Parcel ID 01-0446-037-00-00	\$800.00
Total - Subconsultant Boundary and Avigation Easement Surveys		\$13,600.00

Note: Estimated Cost of Services is based on on Engineer's and Subconsultant's understanding of the project requirements. Project changes will be on proposed Lump Sum Fee for each parcel as shown above for work completed.

Phase 1 - Environmental Due Diligence Audits (S&ME, Inc.)		
• Parcel 1	Parcel ID 05-0051-010-00-00	\$2,500.00
• Parcel 2	Parcel ID 05-0051-008-00-00	\$2,500.00
• Parcel 3	Parcel ID 05-0051-002-00-00	\$2,500.00
• Parcel 4	Parcel ID 01-0445-045-00-00	\$2,500.00
• Parcel 7 & 8	Parcel ID 01-0445-0220-09-00	\$2,500.00
• Parcel 9	Parcel ID 01-0445-020-07-00	\$2,500.00
• Parcel 17	Parcel ID 01-0446-034-05-00	\$2,500.00
• Parcel 18	Parcel ID 01-0446-034-04-00	\$2,500.00
• Parcel 19	Parcel ID 01-0446-035-00-00	\$2,500.00
• Parcel 20	Parcel ID 01-0446-037-00-00	\$2,500.00
Total - Subconsultant Phase 1 - Environmental Due Diligence Audits Services		\$25,000.00

Note: Estimated Cost of Services is based on on Engineer's and Subconsultant's understanding of the project requirements. Project changes will be on proposed Lump Sum Fee for each parcel as shown above for work completed.

Total Special Services - Subconsultant Services	Estimated Budget	\$70,000.00
Fixed Fee - Subconsultant Services		\$ 7,530.00

Summary of Costs

Special Services - Subconsultant Services (Appraisals, Review Appraisals, Surveys, and Phase I -EDDAs)	\$70,000.00
Fixed Fee - Subconsultant Services	\$7,530.00
Total Amount for this Work Authorization	\$77,530.00

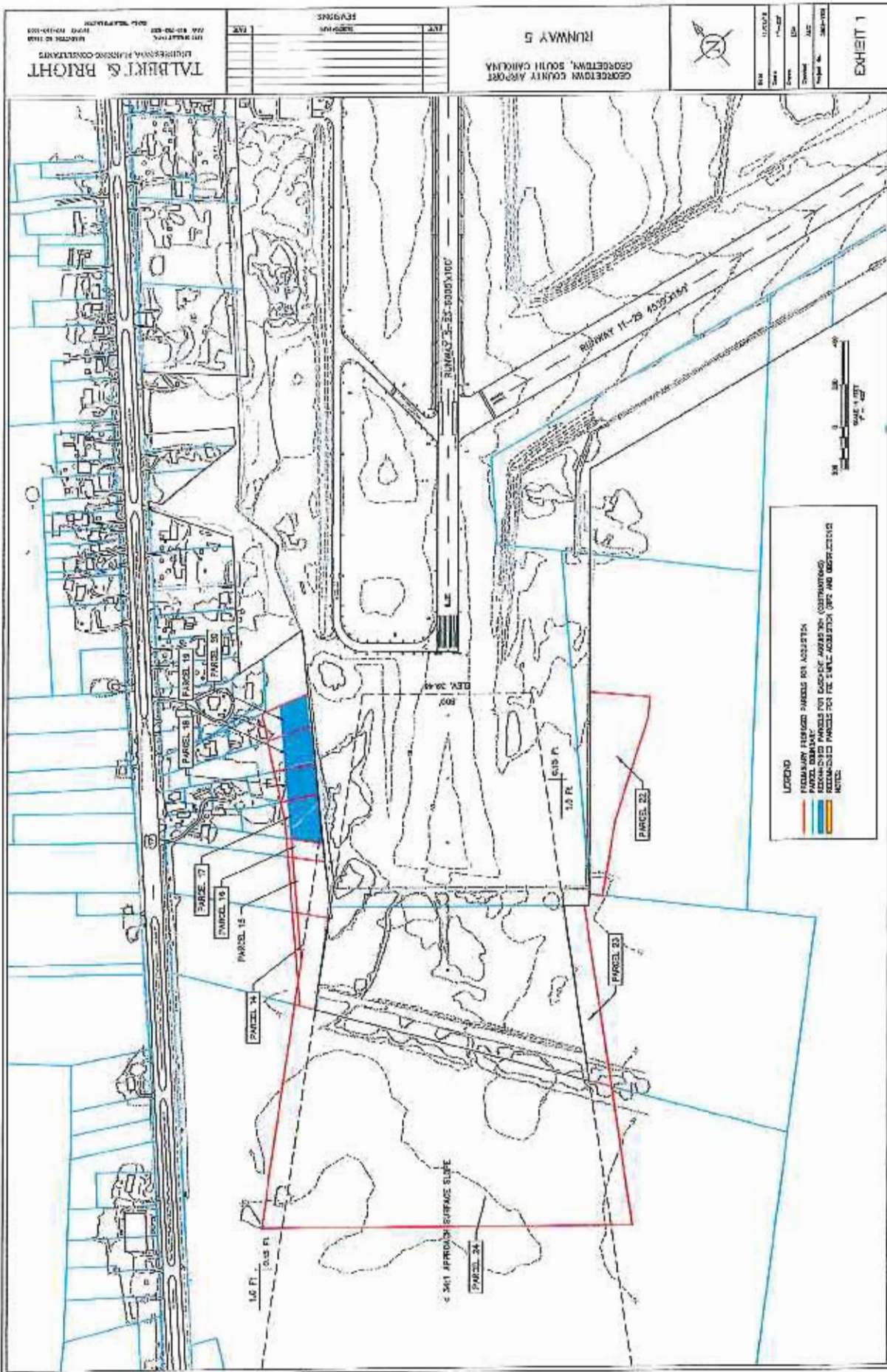
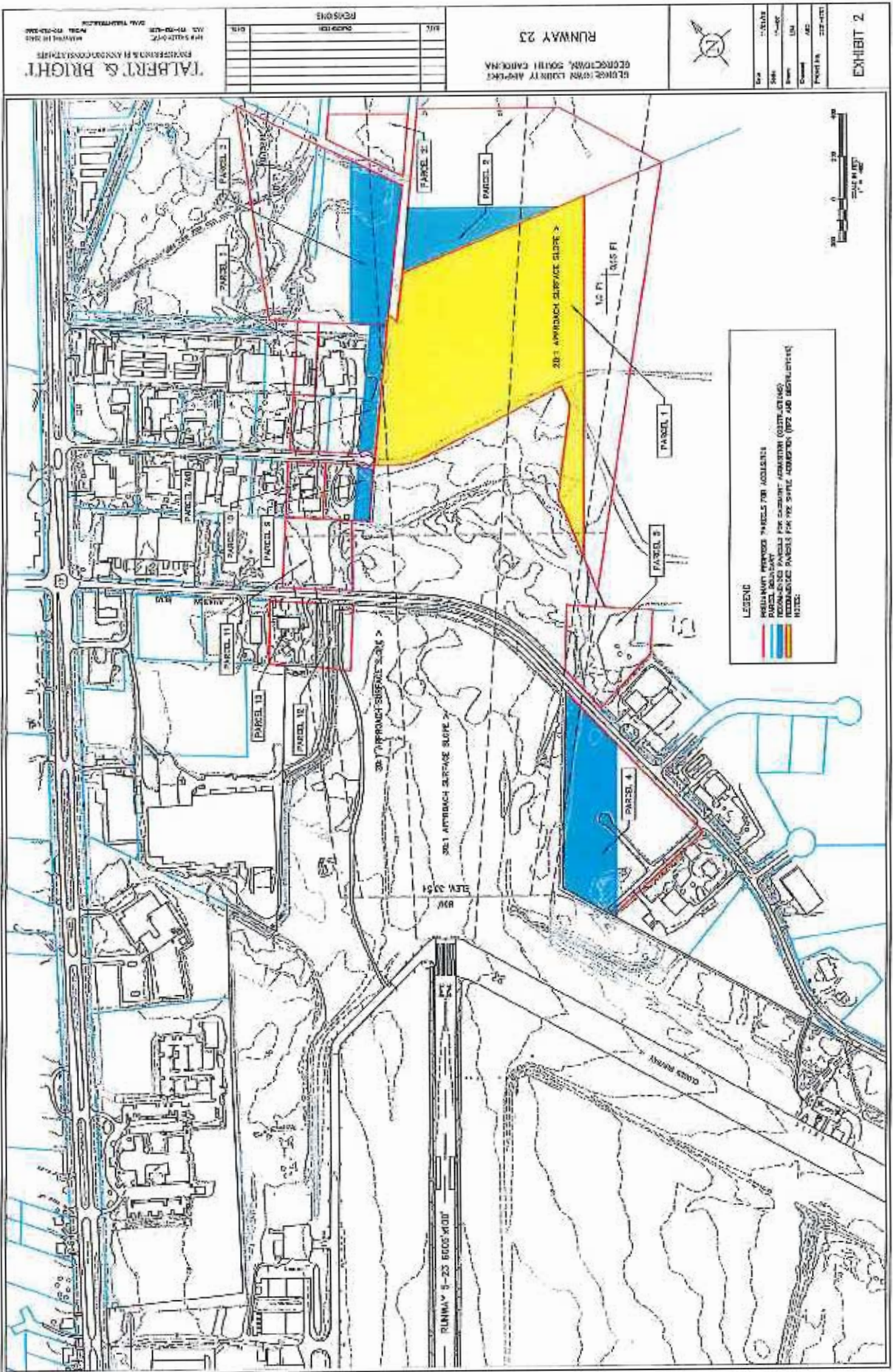


Table 1

Recommended Property Acquisition – Runway 05 Approach

Parcel #	Parcel ID	Property Owner/ Address Property Address	Parcel Size	Recommended Acquisition	
			(AC)	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



<p>TALBERT & BRIGHT ENGINEERING & ARCHITECTS 1000 10th Street, Suite 100 San Francisco, CA 94103 Tel: 415.774.1100 Fax: 415.774.1101 www.talbertbright.com</p>	<p>PROJECT</p> <p>DESCRIPTION</p> <p>DATE</p>	<p>CLIENT</p> <p>LOCATION</p> <p>SCALE</p>	<p>EXHIBIT 2</p>
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Runway 23 (8-23) 8000' x 100'

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 Kuennen 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.

Al Smith

From: Tony Martin <tmartin@armartin.com>
Sent: Friday, December 14, 2018 2:42 PM
To: Al Smith
Subject: RE: Re: Georgetown County Airport - Land Acquisition for Runway 5-23 Approaches

Hey Al:

Thanks for the opportunity to quote you on these appraisals. It is my understanding each appraisal will require a value of the acquisition as an avigation easement and then also a value of the acquisition in fee simple. If I have misunderstood the scope of the assignment please let me know.

Proposed fees for the appraisals are below. Thanks

Parcel	Parcel ID	Owner	Property Desc.	Appraisal Fee
1	05-0051-010-00-00	Doar	79 acre land only	\$1,700
2	05-0051-008-00-00	Doar	94 acre land only	\$1,700
3	05-0051-002-00-00	711 Partners	29 acre land only	\$1,700
4	01-0445-045-00-00	Drummond Ent.	2.0 acre industrial land	\$1,500
7 & 8	01-0445-020-08-00	Wright Acq.	2.0 acre & industrial building	\$2,500
9	01-0445-020-07-00	Kueneman	lot & industrial building	\$2,500
17	01-0446-034-05-00	McCray	1.4 acre & mobile home?	\$1,200
18	05-0446-034-04-00	Herman	res. Lot & shed?	\$1,200
19	01-0446-035-00-00	Davis	4.0 land	\$1,200
20	01-0446-037-00-00	Davis Heirs	1.2 acre & SFR	\$1,200
				\$16,400

Tony Martin, MAI
A.R. Martin Company
100-F Old Cherokee Road #326
Lexington, SC 29072
803-960-4531 - cell
803-359-4398 - office
tmartin@armartin.com
www.armartin.com

Providing commercial real estate valuation, eminent domain valuation and expert testimony.

From: Al Smith [mailto:asmith@tbillm.com]
Sent: Thursday, December 13, 2018 2:03 PM
To: tmartin@armartin.com
Subject: FW: Re: Georgetown County Airport - Land Acquisition for Runway 5-23 Approaches

Mr. Martin,

We are working with the Georgetown County at GGE on the above project. Judy Elder-Lincke of our Columbia office recommended that we contact you. I have attached a scope of work for appraisals services to assist us and the County in the partial acquisitions of 10 parcels of property in fee simple and/or avigation easement. Please provide a proposal for

the attached scope to us by Friday, December 14 for inclusion in our work authorization for this project. Please let me know if there are any questions. Thank you for your interest.

Al Smith, PE

Talbert & Bright

4810 Shelley Drive

Wilmington, NC 28405

(910) 763-5350 / phone

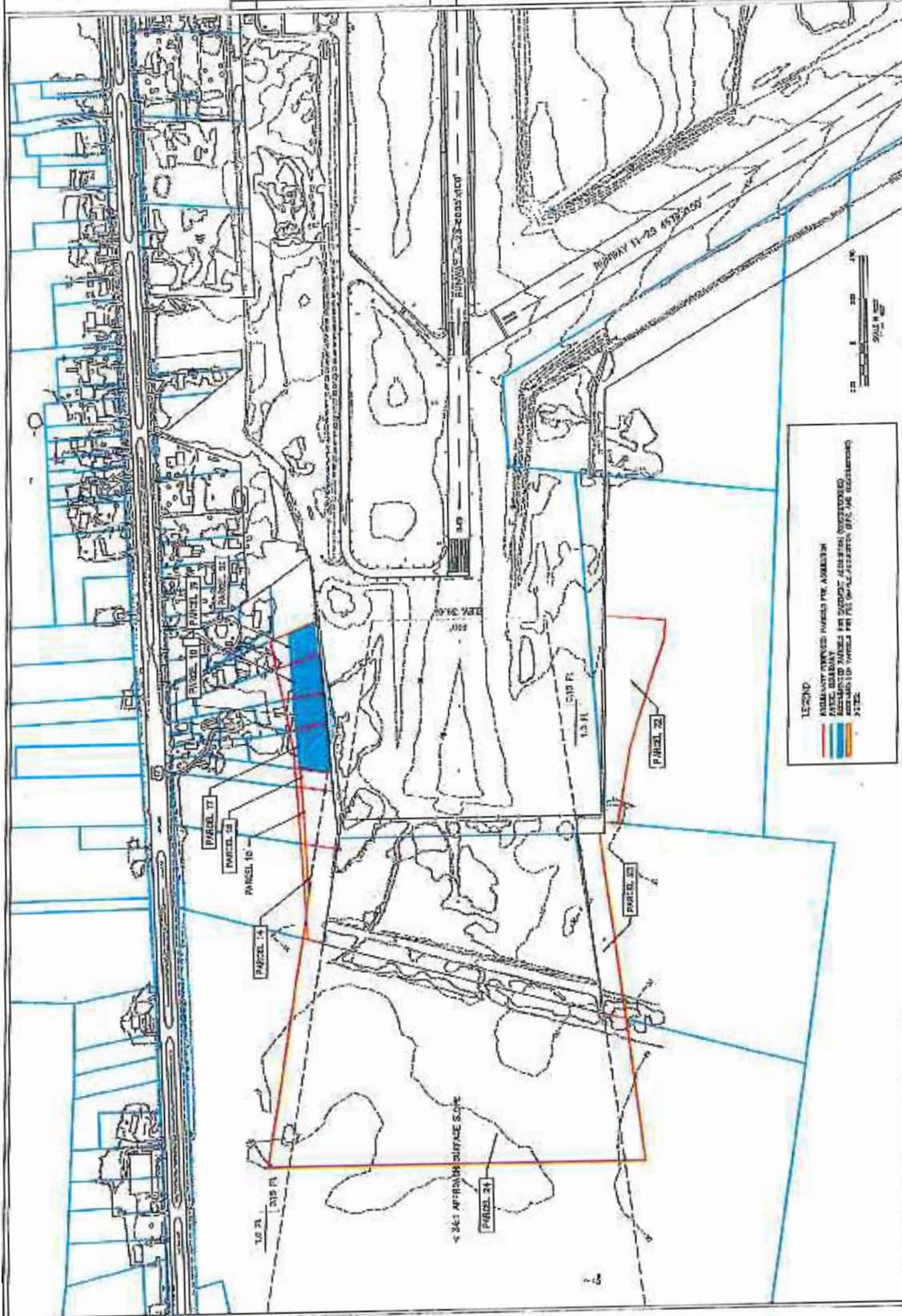
(910) 762-6281 / fax

Request for Proposal
Appraisal Work Scope
Georgetown County Airport
Land Acquisition -- Runway 5-23 Approaches
November 30, 2018

Georgetown County (Airport Owner) will be acquiring land in fee simple and/or avigation easement for the protection of the approaches and removal of obstructions to critical approach surfaces for Runway 5-23. Appraisal services are required in order to complete the land acquisition process. The appraiser shall provide 10 separate appraisal reports, to Talbert & Bright in PDF format and hard copy, for the parcels of land as 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. Please note that a partial acquisition is proposed for all parcels. For all parcels, the Subconsultant shall provide a recommended appraised cost to acquire the parcel in fee simple and avigation easement.

All work shall be performed in accordance with FAA AC 150/5100-17 (Change 7) "Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects" and the Uniform Standards of Professional Appraisal Practice. A formal Notice to Proceed will be provided upon receipt of the signed Right-of-Entry and completed survey for each parcel, and each appraisal shall be completed within 30 days of notice to proceed.

Provide a proposed lump sum fee for completion of the appraisal for each parcel for acquisition in fee and avigation easement. The lump prices for each parcel should reflect mobilization for each parcel individually, as property owner access permission is received by Airport Owner.



Georgetown County Airport

Table 1

Recommended Property Acquisition – Runway 05 Approach

Parcel #	Parcel ID	Property Owner/ Address Property Address	Parcel Size	Recommended Acquisition	
			(AC)	Fcc 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

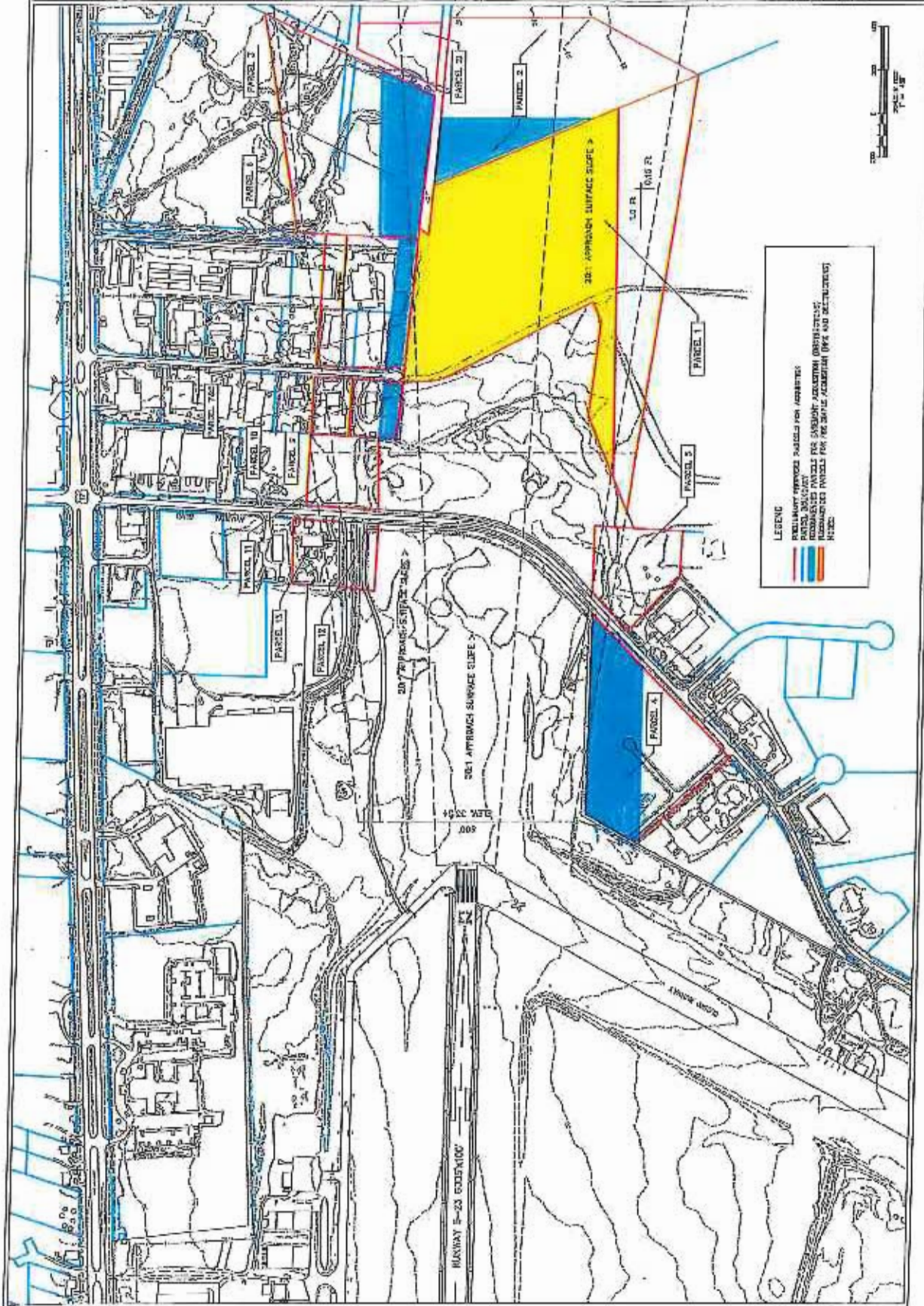
Scale	1" = 100'
North Arrow	North
Sheet No.	1 of 1
Project No.	100-1000
Revision	1
Date	10-1-00
Drawn By	100-1000
Checked By	100-1000
Approved By	100-1000



GEORGETOWN, SOUTH CAROLINA
GEORGETOWN COUNTY AIRPORT
RUNWAY 23

DATE	10-1-00
REVISION	1
BY	100-1000
CHKD	100-1000
APP'D	100-1000

TALBERT & BRIGHT
CONSULTING ENGINEERS
100-1000
10-1-00



Georgetown County Airport

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.



Stewart, Martin & McCoy

Appraisal | Brokerage | Consulting

3614 Shannon Road, Suite 303
Durham, NC 27707
Office (919) 425-5856
www.stewart-martin.com

12/4/2018

Mr Al Smith, PE
Talbert & Bright
4810 Shelly Drive
Wilmington, NC 28405

RE: Fee Proposal
Georgetown County Airport
Review Appraisal Service

Dear Mr. Smith

Per a review of the data provided our fee for field review appraisal reports is \$1,500 per parcel a total of \$15,000.00. Our turn time is within three weeks after receipt of all appraisal reports. Due to time and travel cost to the subject and comparable sites it is our desire to complete our field review on all parcels during one trip to Georgetown County, SC.

My business partner Kirk McCoy MAI, CCIM who has been assisting me on several prior Talbert & Bright projects will be the appraiser signing off on these review reports. I do no work in South Carolina, therefore I do not have an active appraiser's license in that state. I will provide assistance to Kirk with the review of written appraisal reports, and review appraisal reports submitted to your office, my involvement in the appraisal progress will be stated in the certification, per requirements of USPAP. Our firm is not an approved MWBE company in South Carolina.

Thank you for the opportunity to assist Talbert & Bright with this project. Please call or email if you have any questions.

Sincerely,

J Jarvis Martin, SRA

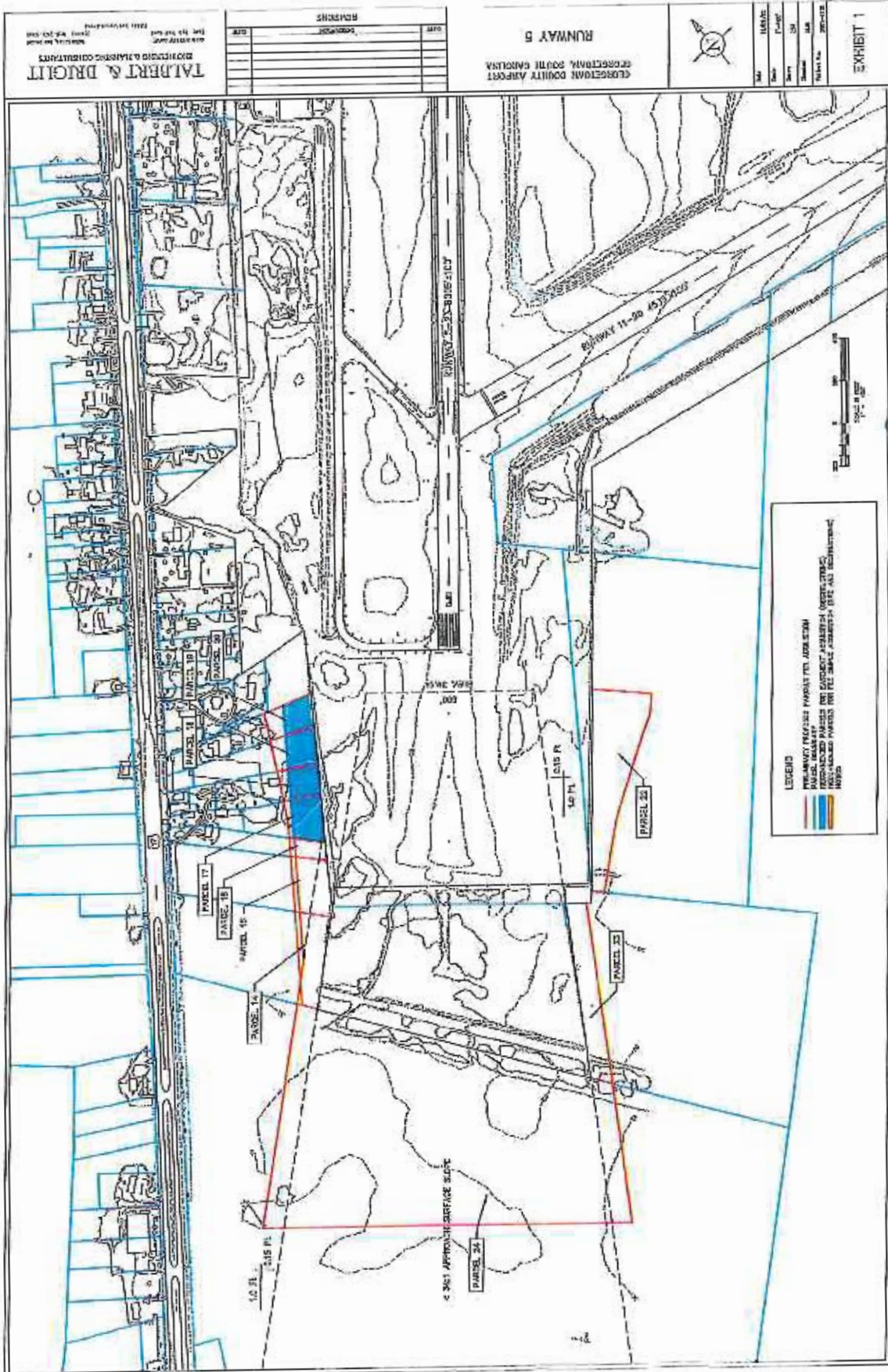
Principal
Cc Kirk McCoy MAI, CCIM

Request for Proposal
Review Appraisal Work Scope
Georgetown County Airport
Land Acquisition – Runway 5-23 Approaches
November 30, 2018

Georgetown County (Airport Owner) will be acquiring land in fee simple and/or avigation easement for the protection of the approaches and removal of obstructions to critical approach surfaces for Runway 5-23. Review Appraisal services are required in order to complete the land acquisition process. The review appraiser shall provide 10 separate review appraisal reports, to Talbert & Bright in PDF format and hard copy, for the parcels of land as 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. Please note that a partial acquisition is proposed for all parcels. For all parcels, the subconsultant shall provide a review of the appraised cost to acquire the parcel in fee simple and avigation easement.

All work shall be performed in accordance with FAA AC 150/5100-17 (Change 7) "Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects" and the Uniform Standards of Professional Appraisal Practice. A formal Notice to Proceed will be provided upon receipt of the appraisal for each parcel, and each review appraisal shall be completed within 30 days of notice to proceed.

Provide a proposed lump sum fee for completion of the review appraisal for each parcel for acquisition in fee and avigation easement. The lump prices for each parcel should reflect mobilization for each parcel individually, as property owner access permission is received by Airport Owner, as property owner access permission is received by Airport Owner.



TALBERT & DRIGLT
 20711 DOWLING & LAMARCK CONSULTANTS
 4000 DOWLING & LAMARCK
 20711 DOWLING & LAMARCK
 20711 DOWLING & LAMARCK

DATE	DESCRIPTION	REVISIONS

GEORGIA DOUGLAS AIRPORT
 GEORGIA DOUGLAS AIRPORT
 GEORGIA DOUGLAS AIRPORT
 GEORGIA DOUGLAS AIRPORT
 GEORGIA DOUGLAS AIRPORT



DATE	DESCRIPTION	REVISIONS

EXHIBIT 1

Georgetown County Airport

Table 1

Recommended Property Acquisition – Runway 05 Approach

Parcel #	Parcel ID	Property Owner/ Address Property Address	Parcel Size	Recommended Acquisition	
			(AC)	Fec 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

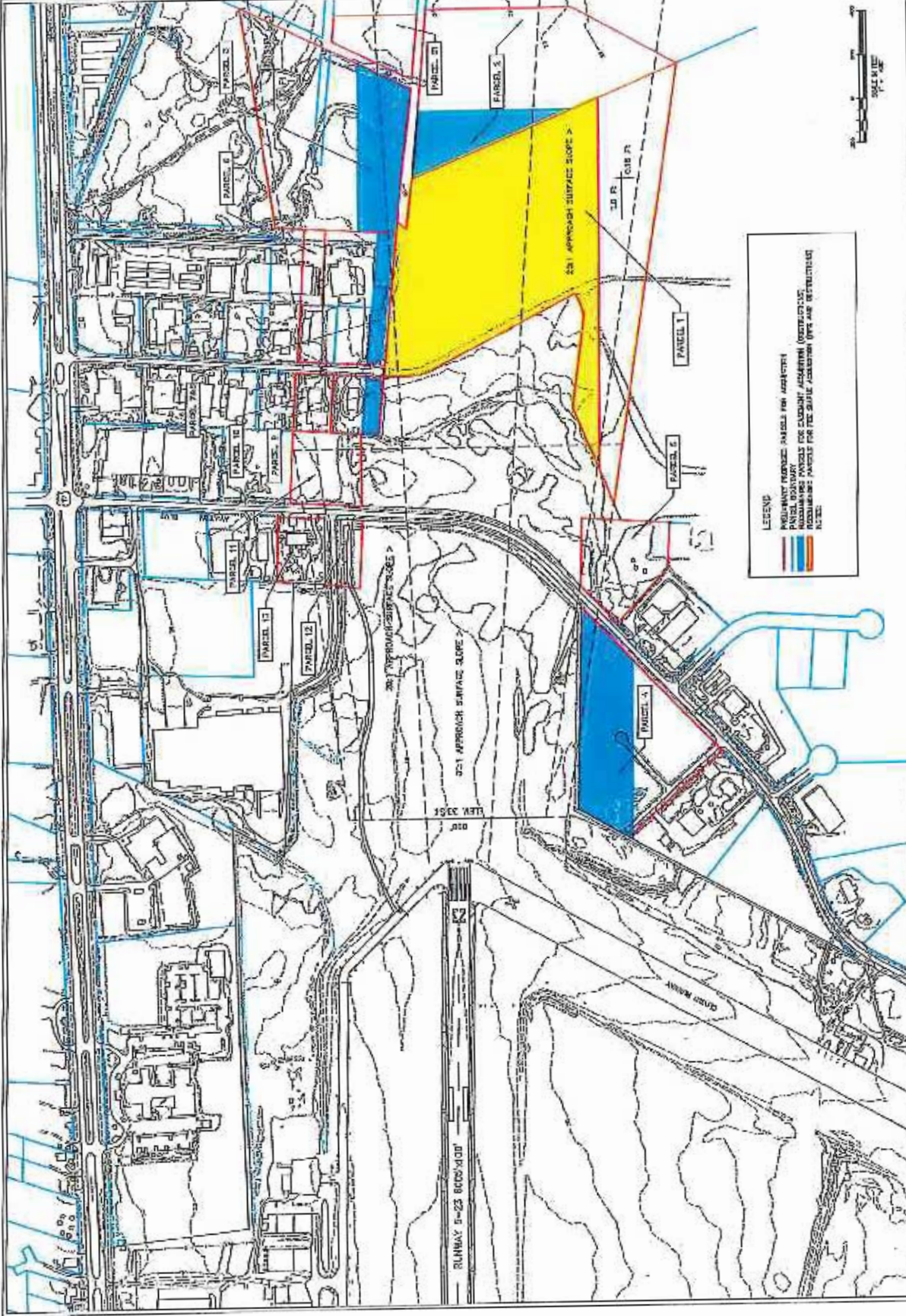
DATE	10/1/01
BY	J. B. BRIGHT
FOR	GEORGETOWN, SOUTH CAROLINA
PROJECT NO.	2001-010



GEORGETOWN, SOUTH CAROLINA
 RUNWAY 23

DATE	REVISION
10/1/01	1
10/1/01	2
10/1/01	3
10/1/01	4
10/1/01	5
10/1/01	6
10/1/01	7
10/1/01	8
10/1/01	9
10/1/01	10

TALBENT & BRIGHT
 ENGINEERING & ARCHITECTURE
 101 N. 10TH ST.
 GEORGETOWN, SC 29540
 TEL: 703-777-1111
 FAX: 703-777-1112



Georgetown County Airport

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 Rien 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.

Parker Land Surveying, LLC
400 Church Street
Georgetown, SC 29440

December 5, 2018

Talbert & Bright
4810 Shelley Drive
Wilmington, NC 28405

Parker Land Surveying, LLC appreciates the opportunity to submit this proposal to the Talbert & Bright (Client) for land surveying services at the Georgetown County Airport. The scope of services is as listed below:

Scope of Work:

Exhibit 1:

1. Easement plats affecting Parcel 17, being shown as a high-lighted (blue) on sketch supplied by Client - \$800.00
2. Easement plats affecting Parcel 18, being shown as a high-lighted (blue) on sketch supplied by Client - \$800.00
3. Easement plats affecting Parcel 19, being shown as a high-lighted (blue) on sketch supplied by Client - \$800.00
4. Easement plats affecting Parcel 20, being shown as a high-lighted (blue) on sketch supplied by Client - \$800.00

Work can be completed and provided to the Client within six weeks (30 working days) of receiving a Notice to Proceed.

Sincerely,



Greg F. Cunningham
843-340-1681

gcunningham@plssc.com

www.plssc.com

Accepted By:

(Signature)

(Printed Name/Title)

Date

Parker Land Surveying, LLC
400 Church Street
Georgetown, SC 29440

December 5, 2018

Talbert & Bright
4810 Shelley Drive
Wilmington, NC 28405

Parker Land Surveying, LLC appreciates the opportunity to submit this proposal to the Talbert & Bright (Client) for land surveying services at the Georgetown County Airport. The scope of services is as listed below:

Scope of Work:

Exhibit 2:

1. Boundary and plat subdividing property, being shown as a high-lighted (yellow) portion of Parcel 1 on sketch supplied by Client, portion of TMS 05-0051-010-00-00 - \$4650.00
2. Easement plats affecting Parcel 2, being shown as a high-lighted (blue) on sketch supplied by Client - \$1250.00
3. Easement plats affecting Parcel 3, being shown as a high-lighted (blue) on sketch supplied by Client - \$1250.00
4. Easement plats affecting Parcel 4, being shown as a high-lighted (blue) on sketch supplied by Client - \$1250.00
5. Easement plats affecting Parcel 7 & 8, being shown as a high-lighted (blue) on sketch supplied by Client - \$1250.00
6. Easement plats affecting Parcel 9, being shown as a high-lighted (blue) on sketch supplied by Client - \$750.00

Work can be completed and provided to the Client within six weeks (30 working days) of receiving a Notice to Proceed.

Sincerely,



Greg F. Cunningham
843-340-1681

gcunningham@plssc.com

www.plssc.com

Accepted By:

(Signature)

(Printed Name/Title)

Date

Request for Proposal
Boundary and Avigation Easement Surveys
Georgetown County Airport
Land Acquisition – Runway 5-23 Approaches
November 30, 2018

Georgetown County (Airport Owner) will be acquiring land in fee simple and/or avigation easement for the protection of the approaches and removal of obstructions to critical approach surfaces for Runway 5-23. Boundary and Avigation Easement Surveys for each parcel are required in order to complete the land acquisition process. The subconsultant shall provide 10 separate Boundary and Avigation Easement Surveys to Talbert & Bright including boundary survey; preparation of maps suitable for purchase offers and recordation; preparation of metes and bounds property descriptions; and identification and ground elevation of parcel corners for the parcels of land as 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. Please note that a partial acquisition is proposed for all parcels. The subconsultant shall provide requested mapping and data for all parcels shown for acquisition.

All work shall be performed in accordance with FAA AC 150/5100-17 (Change 7) "Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects". A formal Notice to Proceed will be provided upon receipt of the signed Right-of-Entry for each parcel, and each survey shall be completed within 30 days of notice to proceed. If 30 days is insufficient for completion of this task, please provide a proposed completion time.

Provide a proposed lump sum fee for completion of the Boundary and Avigation Easement Survey for each parcel. The lump prices for each parcel should reflect mobilization for each parcel individually, as property owner access permission is received by Airport Owner.

Georgetown County Airport

Table 1

Recommended Property Acquisition - Runway 05 Approach

Parcel #	Parcel ID	Property Owner/ Address Property Address	Parcel Size	Recommended Acquisition	
			(AC)	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

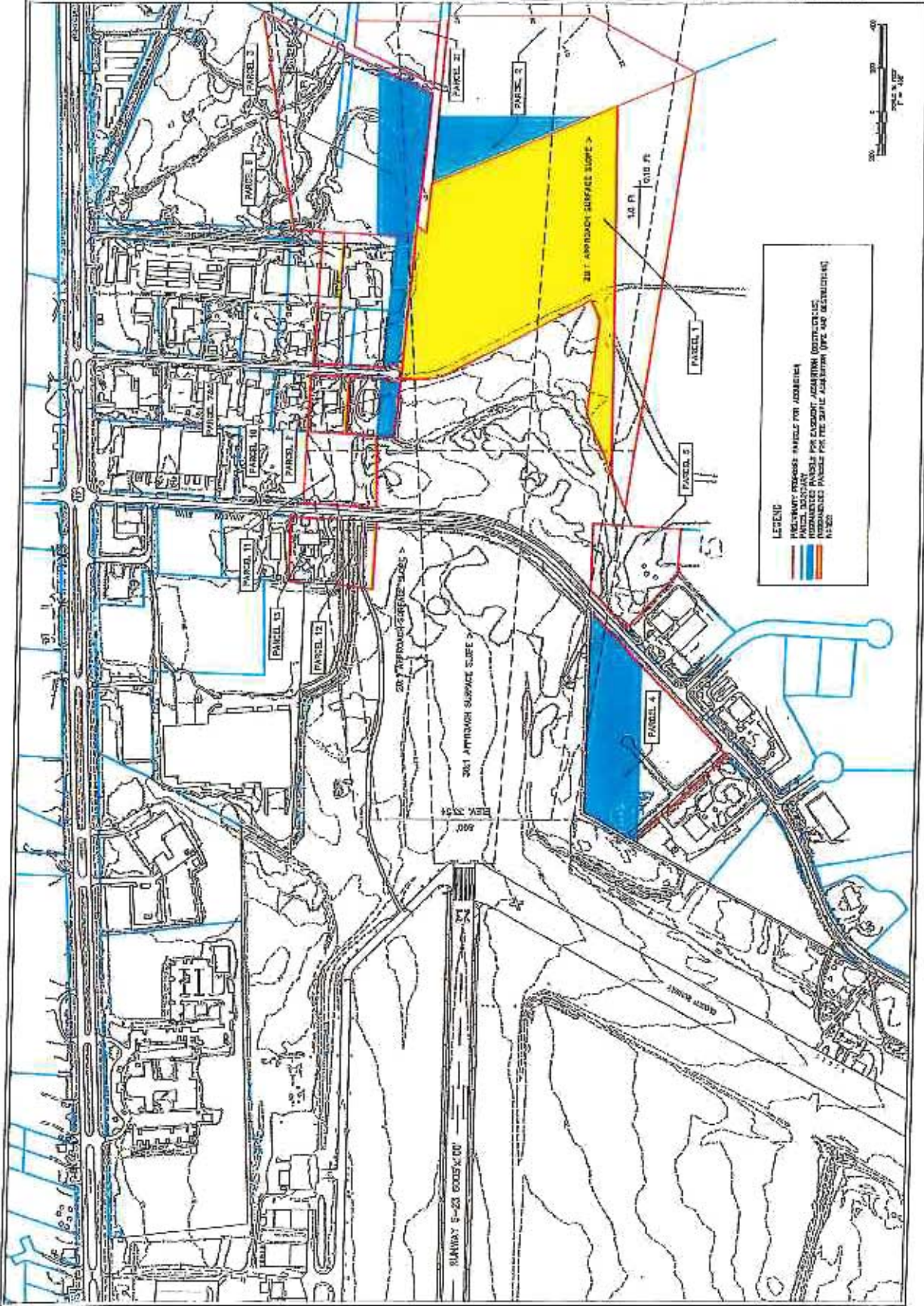
Scale	1" = 200'
North Arrow	North
Sheet No.	200-100
Project No.	200-100



GEORGETOWN COUNTY AIRPORT
GEORGETOWN, SOUTH CAROLINA
RUNWAY 23

Parcel	Area (Acres)	Owner
Parcel 1	1.2	State of South Carolina
Parcel 2	1.5	State of South Carolina
Parcel 3	1.8	State of South Carolina
Parcel 4	2.1	State of South Carolina
Parcel 5	2.4	State of South Carolina
Parcel 6	2.7	State of South Carolina
Parcel 7	3.0	State of South Carolina
Parcel 8	3.3	State of South Carolina
Parcel 9	3.6	State of South Carolina
Parcel 10	3.9	State of South Carolina
Parcel 11	4.2	State of South Carolina
Parcel 12	4.5	State of South Carolina
Parcel 13	4.8	State of South Carolina
Parcel 14	5.1	State of South Carolina
Parcel 15	5.4	State of South Carolina
Parcel 16	5.7	State of South Carolina
Parcel 17	6.0	State of South Carolina
Parcel 18	6.3	State of South Carolina
Parcel 19	6.6	State of South Carolina
Parcel 20	6.9	State of South Carolina
Parcel 21	7.2	State of South Carolina
Parcel 22	7.5	State of South Carolina
Parcel 23	7.8	State of South Carolina
Parcel 24	8.1	State of South Carolina
Parcel 25	8.4	State of South Carolina
Parcel 26	8.7	State of South Carolina
Parcel 27	9.0	State of South Carolina
Parcel 28	9.3	State of South Carolina
Parcel 29	9.6	State of South Carolina
Parcel 30	9.9	State of South Carolina
Parcel 31	10.2	State of South Carolina
Parcel 32	10.5	State of South Carolina
Parcel 33	10.8	State of South Carolina
Parcel 34	11.1	State of South Carolina
Parcel 35	11.4	State of South Carolina
Parcel 36	11.7	State of South Carolina
Parcel 37	12.0	State of South Carolina
Parcel 38	12.3	State of South Carolina
Parcel 39	12.6	State of South Carolina
Parcel 40	12.9	State of South Carolina
Parcel 41	13.2	State of South Carolina
Parcel 42	13.5	State of South Carolina
Parcel 43	13.8	State of South Carolina
Parcel 44	14.1	State of South Carolina
Parcel 45	14.4	State of South Carolina
Parcel 46	14.7	State of South Carolina
Parcel 47	15.0	State of South Carolina
Parcel 48	15.3	State of South Carolina
Parcel 49	15.6	State of South Carolina
Parcel 50	15.9	State of South Carolina
Parcel 51	16.2	State of South Carolina
Parcel 52	16.5	State of South Carolina
Parcel 53	16.8	State of South Carolina
Parcel 54	17.1	State of South Carolina
Parcel 55	17.4	State of South Carolina
Parcel 56	17.7	State of South Carolina
Parcel 57	18.0	State of South Carolina
Parcel 58	18.3	State of South Carolina
Parcel 59	18.6	State of South Carolina
Parcel 60	18.9	State of South Carolina
Parcel 61	19.2	State of South Carolina
Parcel 62	19.5	State of South Carolina
Parcel 63	19.8	State of South Carolina
Parcel 64	20.1	State of South Carolina
Parcel 65	20.4	State of South Carolina
Parcel 66	20.7	State of South Carolina
Parcel 67	21.0	State of South Carolina
Parcel 68	21.3	State of South Carolina
Parcel 69	21.6	State of South Carolina
Parcel 70	21.9	State of South Carolina
Parcel 71	22.2	State of South Carolina
Parcel 72	22.5	State of South Carolina
Parcel 73	22.8	State of South Carolina
Parcel 74	23.1	State of South Carolina
Parcel 75	23.4	State of South Carolina
Parcel 76	23.7	State of South Carolina
Parcel 77	24.0	State of South Carolina
Parcel 78	24.3	State of South Carolina
Parcel 79	24.6	State of South Carolina
Parcel 80	24.9	State of South Carolina
Parcel 81	25.2	State of South Carolina
Parcel 82	25.5	State of South Carolina
Parcel 83	25.8	State of South Carolina
Parcel 84	26.1	State of South Carolina
Parcel 85	26.4	State of South Carolina
Parcel 86	26.7	State of South Carolina
Parcel 87	27.0	State of South Carolina
Parcel 88	27.3	State of South Carolina
Parcel 89	27.6	State of South Carolina
Parcel 90	27.9	State of South Carolina
Parcel 91	28.2	State of South Carolina
Parcel 92	28.5	State of South Carolina
Parcel 93	28.8	State of South Carolina
Parcel 94	29.1	State of South Carolina
Parcel 95	29.4	State of South Carolina
Parcel 96	29.7	State of South Carolina
Parcel 97	30.0	State of South Carolina
Parcel 98	30.3	State of South Carolina
Parcel 99	30.6	State of South Carolina
Parcel 100	30.9	State of South Carolina

TALBURY & BRIGHT
PLANNING & ENGINEERING
1000 N. 10TH ST.
SUITE 100
TAMPA, FL 33604
TEL: 813-241-1000
FAX: 813-241-1001



Georgetown County Airport

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 Kuennenman 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.



December 11, 2018

Talbert Bright & Ellington, Inc.
4810 Shelley Drive
Wilmington, North Carolina, 28405

Attention: Mr. Al Smith, P.E.
asmith@tbjilm.com

Reference: **Proposal for Professional Consulting Services**
Georgetown County Regional Airport Land Acquisitions
Georgetown, Georgetown County, South Carolina
S&ME Proposal No. 42-1801286.rev1

Dear Mr. Smith:

S&ME, Inc. (S&ME) is pleased to submit this proposal for professional consulting services for the above-referenced project. This proposal presents our understanding of the project, a general description of our services, a proposed schedule, an estimate of fees, and establishes contractual arrangements. We understand the Scope of Services will be carried out in accordance with the terms and conditions of Talbert Bright & Ellington's Sub-consultant Agreement between the Engineer and Consultant for Professional Services, which will be issued at a later date.

◆ Property Description

Information that we have concerning the site was provided by you via e-mail correspondence with Mr. Chris Daves of S&ME on December 3, 2018. In the e-mail, a Request for Proposal document for the Runway 5-23 Approaches was provided that included parcel numbers and mapping of 10 parcels being considered for aviation easements (9 parcels) and fee-simple purchase (one parcel). Four parcels (Parcels 17-20) are located southwest of Runway 5. Six parcels (Parcels 1-4, 7/8, and 9) are located north, northeast of Runway 23. The Georgetown County Airport is located approximately four miles southwest of Georgetown, Georgetown County, South Carolina.

You have requested we provide separate Phase I Environmental Site Assessments (ESA) for these 10 parcels. S&ME is familiar with these parcels having conducted due diligence services (Phase I ESAs, Wetland Delineations, and Protected Species Assessments) on them in 2016 (S&ME Project No. 4261-16-050). The locations of each parcel are included on two client-provided proposal exhibits attached to this proposal.



♦ Scope of Services

Phase I ESA

The most widely used standard for performing Phase I ESAs is the standard developed by the American Society for Testing and Materials (ASTM) entitled E1527 Standard Practice for Environmental Assessments; Phase I Environmental Site Assessment Process. An assessment performed in accordance with this standard meets requirements for All Appropriate Inquiries (AAI) per 40 CFR Part 312 and may permit the User to qualify for certain Landowner Liability Protections (LLPs).

We understand that the proposed Phase I ESA is being performed in connection with a planned transaction involving the site. Accordingly, the purpose of the assessment is to identify recognized environmental conditions (as defined in ASTM E1527-13) in connection with the site. The Phase I ESA will be conducted for the 66 acres.

S&ME's approach to performing a Phase I ESA under the ASTM E1527-13 Standard Practice includes the following tasks:

Task 2.1 – Records Review

A review of reasonably ascertainable and practically reviewable public records for the site and the immediate vicinity will be conducted to characterize environmental features of the site and to identify past and present land use activities, on or in the vicinity of the site, which may indicate evidence of recognized environmental conditions. The review of the public record will include:

- ♦ Review of federal, state and tribal standard environmental record sources as well as selected local sources in accordance with the specified minimum search distances in ASTM E1527-13. The search of these records will be performed by a firm specializing in this service with results presented in a written report that will be appended to S&ME's Phase I ESA report. Review of regulatory file information may be reviewed if the subject site or adjoining property is listed on one or more of the standard environmental record sources; the file information is reasonably ascertainable and can be obtained within a reasonable timeframe and at a reasonable cost. The regulatory records will be reviewed to evaluate potential environmental impacts to the subject site from on-site and nearby sources to include soil, groundwater, and vaporous form contaminants.
- ♦ Examination of one or more historical records sources such as: aerial photographs, fire insurance maps, street directories, U.S. Geological Service (USGS) 7.5-minute topographic maps, fire department, or health department records for evidence suggesting past uses that might have involved hazardous substances or petroleum products.

Task 2.2 – Site Reconnaissance

A site reconnaissance will be performed to identify visible signs of environmental conditions on or adjoining the site that might be indicative of activities resulting in hazardous substances or petroleum products being used or deposited on the site. The site reconnaissance will include the following activities:

- ♦ Performing a visual reconnaissance of the subject site and adjoining properties (from public rights-of-way) for evidence of the possible presence of contaminants or contaminant sources.



- The periphery of the site will be viewed and a walk-through of accessible areas of the site interior, including on-site structures, will be conducted if readily accessible.
- Noteworthy site features and conditions will be photographed.

Task 2.3 – Interviews

Interviews with appropriate local officials will be conducted to consider local knowledge of hazardous substances or petroleum products on the subject site or on adjacent properties. Past and current site owner(s), operators and key occupants will be interviewed regarding the potential for contamination at the site to the extent they have been identified by the client and that information likely to be obtained is not duplicative.

Task 2.4 – Tier 1 Vapor Encroachment Screening

A Tier 1 (non-invasive) Vapor Encroachment Screening (VES) using ASTM E2600-15 is included in the preparation of the Phase I ESA per ASTM E1527-13. The VES for the purposes of this proposed Phase I ESA report does not include a Tier 2 data evaluation or subsurface evaluations such as soil, groundwater, soil gas sampling, and analysis.

Task 2.5 – Written Report

Upon completion of the public record review, interviews and site reconnaissance, S&ME will provide an electronic copy of the report in PDF format documenting findings, opinions, and conclusions.

Our conclusions will be presented in terms of the presence or absence of recognized environmental conditions as defined in ASTM E1527-13. However, a conclusion of “no evidence of recognized environmental conditions” should not be interpreted as a guarantee or warranty that the site is “clean” or free of all contaminants. Environmental conditions may exist on the site that may not be identified through the scope of ASTM E1527.

Limitations of the Phase I ESA

ASTM E1527-13 is intended to constitute all appropriate inquiry into the site to permit the User to qualify for Landowner Liability Protections including the Innocent landowner, contiguous property owner or bona fide prospective purchaser limitations on CERCLA liability in an approach that is both commercially prudent and reasonable. The ASTM E1527-13 standard seeks to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with the site. Further, all appropriate inquiry does not imply an exhaustive assessment of real property, but instead calls for the environmental professional to identify a balance between competing demands of limited cost and time and the reduction of uncertainty about unknown conditions.

Please note that our ability to complete the services involved in the review of the public record within the project schedule often depends on the availability of certain maps and records that we may want to review or personnel whom we would want to interview. If we were to experience difficulties in this regard, we would inform you at the earliest possible time and obtain your concurrence on extending the evaluation time period, or terminating that aspect of the evaluation with a discussion of the ramifications of producing the report without the benefit of that information. ASTM E1527-13 states that information is reasonably ascertainable if it can be provided for review within 20 days of the request. If information which we request to review is not made available within a 10-day



Proposal for Professional Consulting Services
Georgetown County Regional Airport Land Acquisitions
Georgetown, Georgetown County, South Carolina
S&ME Proposal No. 42-1801286.rev1

period, we would consult with you on whether to extend our scheduled completion date or to complete the project without the benefit of that information (either option will satisfy ASTM E1527-13 requirements).

Viability of the Phase I ESA

ASTM E1527-13 states that an ESA "meeting or exceeding" this practice and completed less than 180 days prior to the date of acquisition or intended transaction is presumed to be valid if the report is being relied upon by the User for whom the assessment was originally prepared.

◆ **Schedule**

The proposed schedule includes working days (Monday through Friday) from the date that we receive notice to proceed. We can generally mobilize to begin our assessments within five working days of receiving notification to proceed. The Scope of Services outlined above can generally be completed within 30 days of written authorization to proceed, barring weather delays, and conditional on the client responsibilities being fulfilled within five business days of authorization.

◆ **Fees**

Based on our present understanding of the proposed project, current site conditions, and our estimate of time and expenses, we can perform the Scope of Services for the following **lump sum fees**:

Parcel	Fee
1	\$2,500
2	\$2,500
3	\$2,500
4	\$2,500
7/8	\$2,500
9	\$2,500
17	\$2,500
18	\$2,500
19	\$2,500
20	\$2,500

These quotations are valid for a period of 90 days.

◆ **Deliverables**

S&ME will provide the client a PDF copy of each report.

◆ **Excluded Services**

Unless specifically authorized as an addition to the Phase I ESA work scope, the assessment will not include any assessment of environmental conditions not specifically included in the ASTM E1527-13 standard, including but



Proposal for Professional Consulting Services
Georgetown County Regional Airport Land Acquisitions
Georgetown, Georgetown County, South Carolina
S&ME Proposal No. 42-1801286.rev1

not limited to, sampling of materials (i.e. soil, surface water, groundwater or air), or the assessment of business risk issues such as wetlands; asbestos-containing materials; lead-based paint; lead in drinking water; mold, fungi or bacteria in on-site buildings; regulatory compliance; cultural/historic resources; industrial hygiene; health/safety; ecological resources; endangered species; indoor air quality (including any assessment of vapor intrusion into existing buildings); radon or high voltage power lines, as outlined in Section 13 of ASTM E1527-13.

Performance of subsurface evaluations (such as soil, groundwater, and soil gas sampling and analysis) is not included in this proposal; however, use of a VES protocol contained in ASTM E2600-15 will be used in evaluating the potential for vapors to migrate beneath the subject site boundaries.

◆ **Client Responsibilities**

The Scope of Services, project schedule, and fees presented herein are contingent upon the client fulfilling the following responsibilities:

- ◆ Provide written authorization to proceed prior to commencement of our services.
- ◆ Provide access to the site, including keys to locked structures or gates.
- ◆ Notify site owners of S&ME's intent to enter their properties and the date we will be on-site. S&ME will coordinate with you when we will be on-site.
- ◆ Provide the name and contact information for the past and present property owner(s), operators, and key occupants to enable us to conduct the interviews specified in ASTM E1527-13. If you do not wish S&ME to contact the property owners, please have each property owner complete an Owner Environmental Questionnaire (see attached).
- ◆ As specified in E1527-13, it is the client's (user's) responsibility to a) complete the enclosed User Questionnaire, b) review land title and judicial records for environmental liens or activity and use limitations (AULs), and c) report these findings to the environmental professional responsible for completing the Phase I ESA.
- ◆ Provide copies of existing environmental reports or testing results relating to conditions at the subject site that may be available to the client (see attached checklist for User-furnished Information).
- ◆ Indicate exactly how the final report is to be addressed such as to include a lender or other participant in the property transaction as a co-addressee. There will be an extra charge to reissue the report.
- ◆ Provide an adequate description of the project, and provide the latest mapping depicting the limits of the project boundaries.
- ◆ Prohibit any hunting activities during the field portion of our Scope of Services.
- ◆ Upon receipt of our invoice, payment must be provided in net 30 days.

◆ **Use Of Proposal/Report**

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.



Proposal for Professional Consulting Services
Georgetown County Regional Airport Land Acquisitions
Georgetown, Georgetown County, South Carolina
S&ME Proposal No. 42-1801286, rev1

◆ **Authorization**

We understand the Scope of Services will be carried out in accordance with the terms and conditions of Talbert Bright & Ellington's Sub-consultant Agreement between the Engineer and Consultant for Professional Services that will be Issued at a later date. Upon receipt of the Sub-consultant Agreement, S&ME will review and sign the Agreement and return to your office for your signature. Upon your signature, we will proceed with our services.

◆ **Closure**

S&ME appreciates the opportunity to be of service to you. If you have questions regarding the outlined Scope of Services, or if we may be of further assistance, please call us at 803.561.9024.

Sincerely,

S&ME

Chris Daves, P.W.S.
Senior Scientist
cdaves@smeinc.com

Tom Behnke, P.G.
Senior Reviewer
tbehnke@smeinc.com

Enclosures:

User/Owner Questionnaire

User-Furnished Information

Client-Provided Parcel Exhibits

Enclosures

PHASE I ENVIRONMENTAL SITE ASSESSMENT – Owner/User Questionnaire

SITE: Georgetown County Airport Land Acquisitions: Parcel X **S&ME Proposal No. 42-1801286**

To qualify for Landowner Liability Protections (LLPs), ASTM E 1527-13 specifies that the Phase I ESA User must provide the following information, if available, to the Environmental Professional. Failure to provide this information could make the Phase I ESA incomplete and the User unable to qualify for LLPs.

1. What are current and past uses of the site?
2. Are you aware of past or present Underground Storage Tanks or Aboveground Storage Tanks on the site?
3. Are you aware of any environmental clean-up liens against the site that are filed or recorded under federal, tribal, state or local laws?
4. Are you aware of any Activity and Use Limitations (AUL's) such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, state or local laws?
5. As the User of this ESA, do you have any specialized knowledge or experience related to the site or nearby properties?
6. Does the purchase price being paid for this site reasonably reflect the fair market value of the site? If not, is the lower purchase price attributable to known or suspected contamination?
7. Are you aware of information about the site that would be helpful in identifying conditions indicative of contaminant releases, such as: a) past use of the site; b) presence of specific chemicals (past or present); c) spills or chemical releases at the site; or d) environmental cleanups that have taken place at the site?
8. As the User of this Phase I ESA and based on your knowledge and experience of the site, are there any obvious indicators that point to the presence or likely presence of contamination on the site?

In addition, certain other information should be provided, although not necessarily to qualify for LLPs, including: contact information for past and current property owners, operators and key occupants; the reason for performing this Phase I ESA; and documentation showing the site address, location and boundaries.

Printed Name _____ Signature _____ Date _____

PHASE I ENVIRONMENTAL SITE ASSESSMENT

User-Furnished Information

SITE: Georgetown County Airport Land Acquisitions: Parcel X

S&ME Proposal No. 42-1801286

The following is a list of documents and information that could be useful to S&ME in preparing your Phase I ESA. Please check the appropriate boxes below, sign, and fax or e-mail this form along with the completed Client/Landowner Questionnaire. We will contact you regarding review of any available materials. This form will be attached to, and made a part of, your completed Phase I ESA.

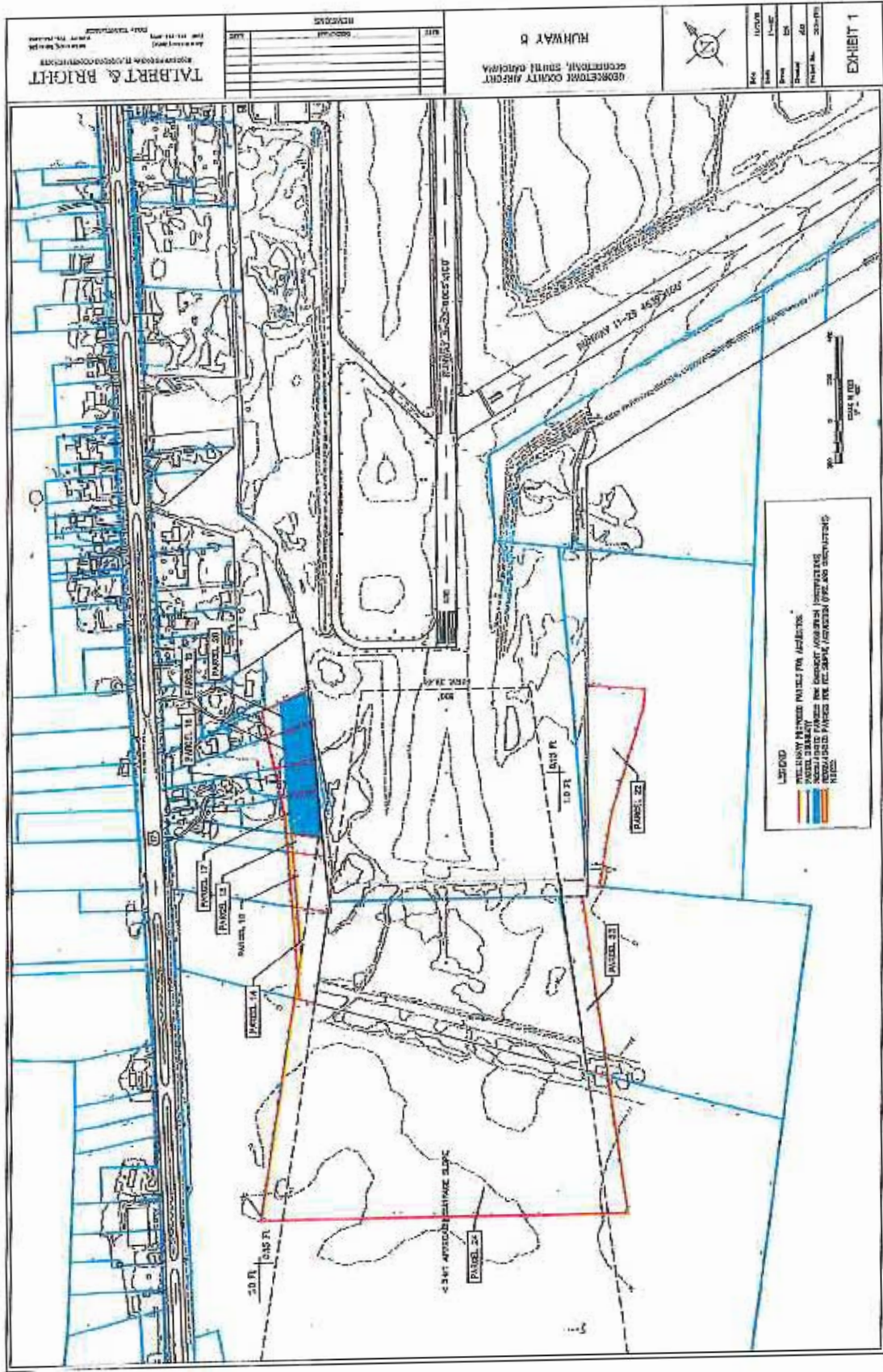
Yes

No

<input type="checkbox"/>	<input type="checkbox"/>	1. Environmental site assessment reports
<input type="checkbox"/>	<input type="checkbox"/>	2. Environmental audit reports
<input type="checkbox"/>	<input type="checkbox"/>	3. Environmental permits (i.e. solid waste disposal permits, hazardous waste disposal permits, wastewater permits, NPDES permits)
<input type="checkbox"/>	<input type="checkbox"/>	4. Registrations for underground and above-ground storage tanks
<input type="checkbox"/>	<input type="checkbox"/>	5. Material safety data sheets (MSDS)
<input type="checkbox"/>	<input type="checkbox"/>	6. Community right-to-know plan
<input type="checkbox"/>	<input type="checkbox"/>	7. Safety plans; preparedness and prevention plans; spill prevention, counter-measure and control plans, etc.
<input type="checkbox"/>	<input type="checkbox"/>	8. Reports regarding hydrologic conditions on the site or surrounding area
<input type="checkbox"/>	<input type="checkbox"/>	9. Notices or other correspondence from any government agency relating to past or existing environmental liens encumbering the site
<input type="checkbox"/>	<input type="checkbox"/>	10. Hazardous waste generator notices or reports
<input type="checkbox"/>	<input type="checkbox"/>	11. Geotechnical studies
<input type="checkbox"/>	<input type="checkbox"/>	12. Information concerning any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products
<input type="checkbox"/>	<input type="checkbox"/>	13. Notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products
<input type="checkbox"/>	<input type="checkbox"/>	14. Disclosure of sumps, pits, drainage systems (i.e. the existence of and location)
<input type="checkbox"/>	<input type="checkbox"/>	15. Building plans (architectural, utility, structural)
<input type="checkbox"/>	<input type="checkbox"/>	16. Description of current site operations, including layout drawings or sketches
<input type="checkbox"/>	<input type="checkbox"/>	17. Title report/chain-of-title
<input type="checkbox"/>	<input type="checkbox"/>	18. Tax assessor records (previous owner and occupants)
<input type="checkbox"/>	<input type="checkbox"/>	19. Purchase price analysis (if lower than comparables)
<input type="checkbox"/>	<input type="checkbox"/>	20. Current and historical photographs of the site
<input type="checkbox"/>	<input type="checkbox"/>	21. Current and historical topographic maps of the site

I have reviewed the above list and checked the "Yes" box for those items that would be available to S&ME for review and/or copy.

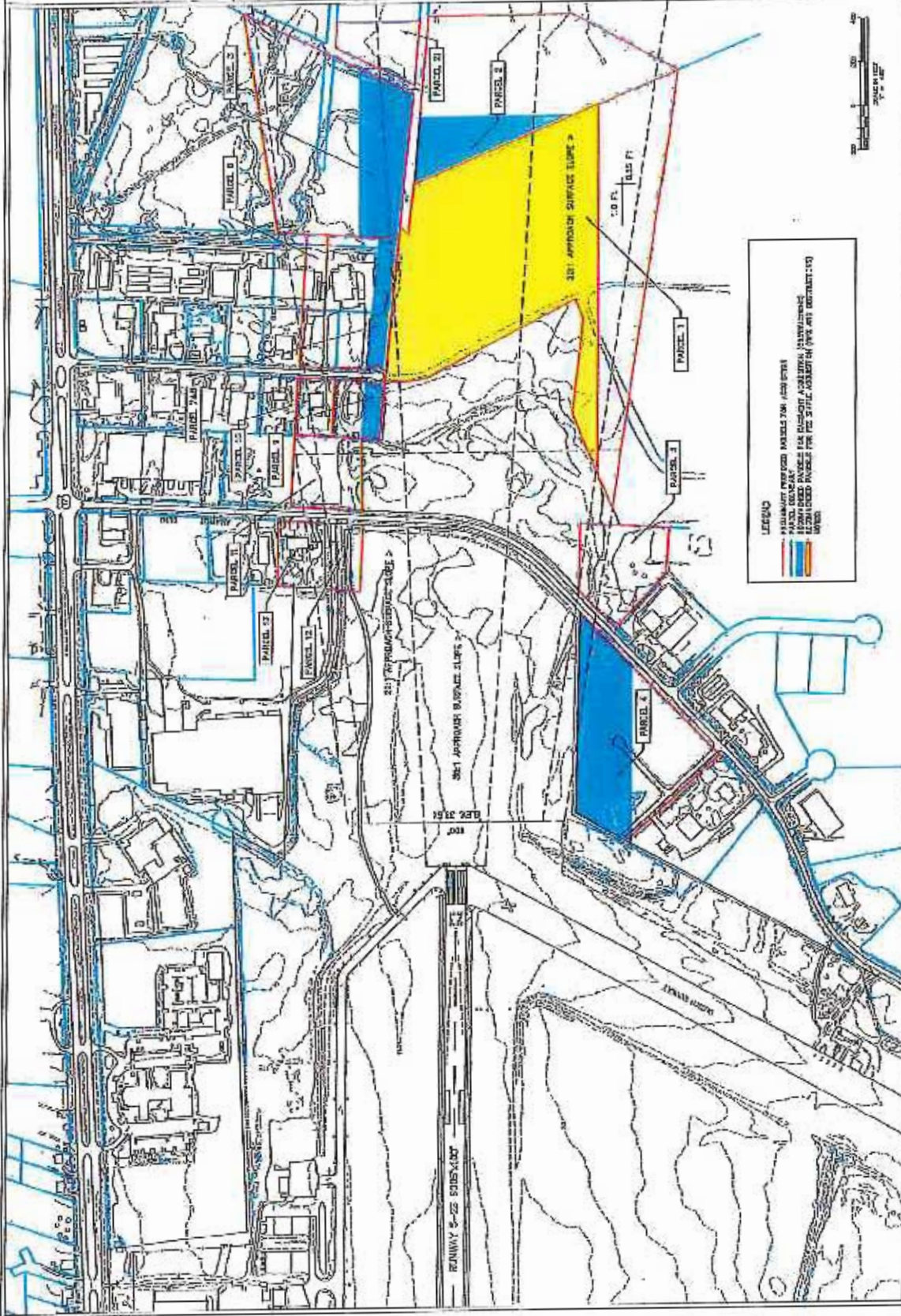
Printed Name _____ Signature _____ Date _____



23 JANUARY



JALBERT & BRIGHT
 ENGINEERS & ARCHITECTS
 1000 15th St. N. W.
 Minneapolis, Minn.



Request for Proposal
Phase I – Environmental Due Diligence Audit (EDDA)
Georgetown County Airport
Land Acquisition – Runway 5-23 Approaches
November 30, 2018

Georgetown County (Airport Owner) will be acquiring land in fee simple and/or avigation easement for the protection of the approaches and removal of obstructions to critical approach surfaces for Runway 5-23. Phase I – EDDAs for each parcel are required in order to complete the land acquisition process. The subconsultant shall provide 10 separate Phase I – EDDA reports to Talbert & Bright in PDF format and hard copy, for the parcels of land as 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. Please note that a partial acquisition is proposed for all parcels. For all parcels, the subconsultant shall provide a completed Phase I – EDDA for all parcels shown for acquisition.

All work shall be performed in accordance with FAA Order 1050.19, Environmental Due Diligence Audits in the Conduct of FAA Real Property Transactions. A formal Notice to Proceed will be provided upon receipt of the signed Right-of-Entry for each parcel, and each Phase I- EDDA shall be completed within 30 days of notice to proceed.

Provide a proposed lump sum fee for completion of the Phase I – Environmental Due Diligence Audit for each parcel. The lump prices for each parcel should reflect mobilization for each parcel individually, as property owner access permission is received by Airport Owner.

GEORGETOWN COLLEGE AIRPORT
GEORGETOWN, SOUTH CAROLINA
RUNWAY 5

[illegible]

TALBOTT & BRIGHT
ENGINEERS & MECHANICAL CONTRACTORS
1001 N. 10TH ST. ST. LOUIS, MO.
Phone 1001

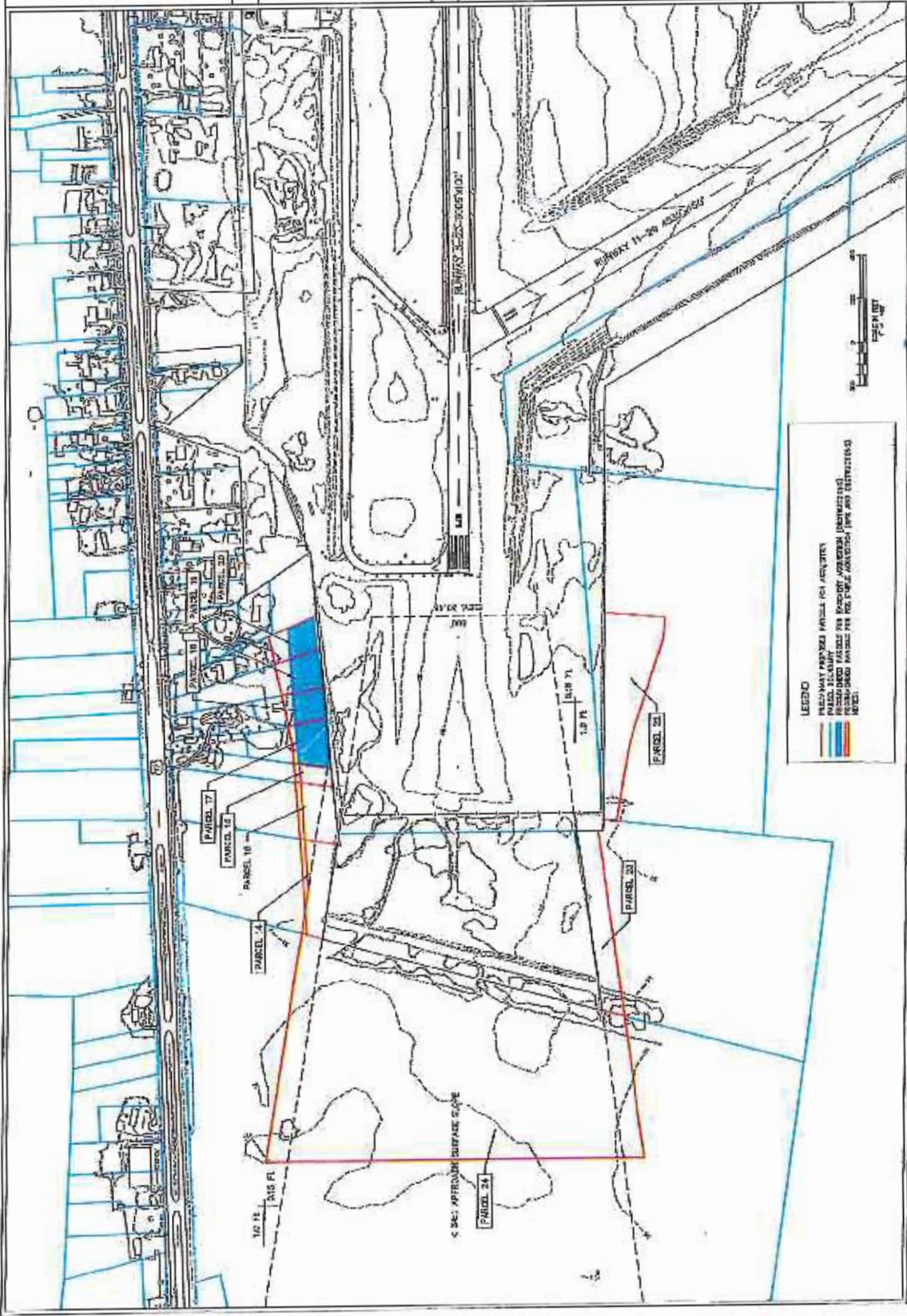
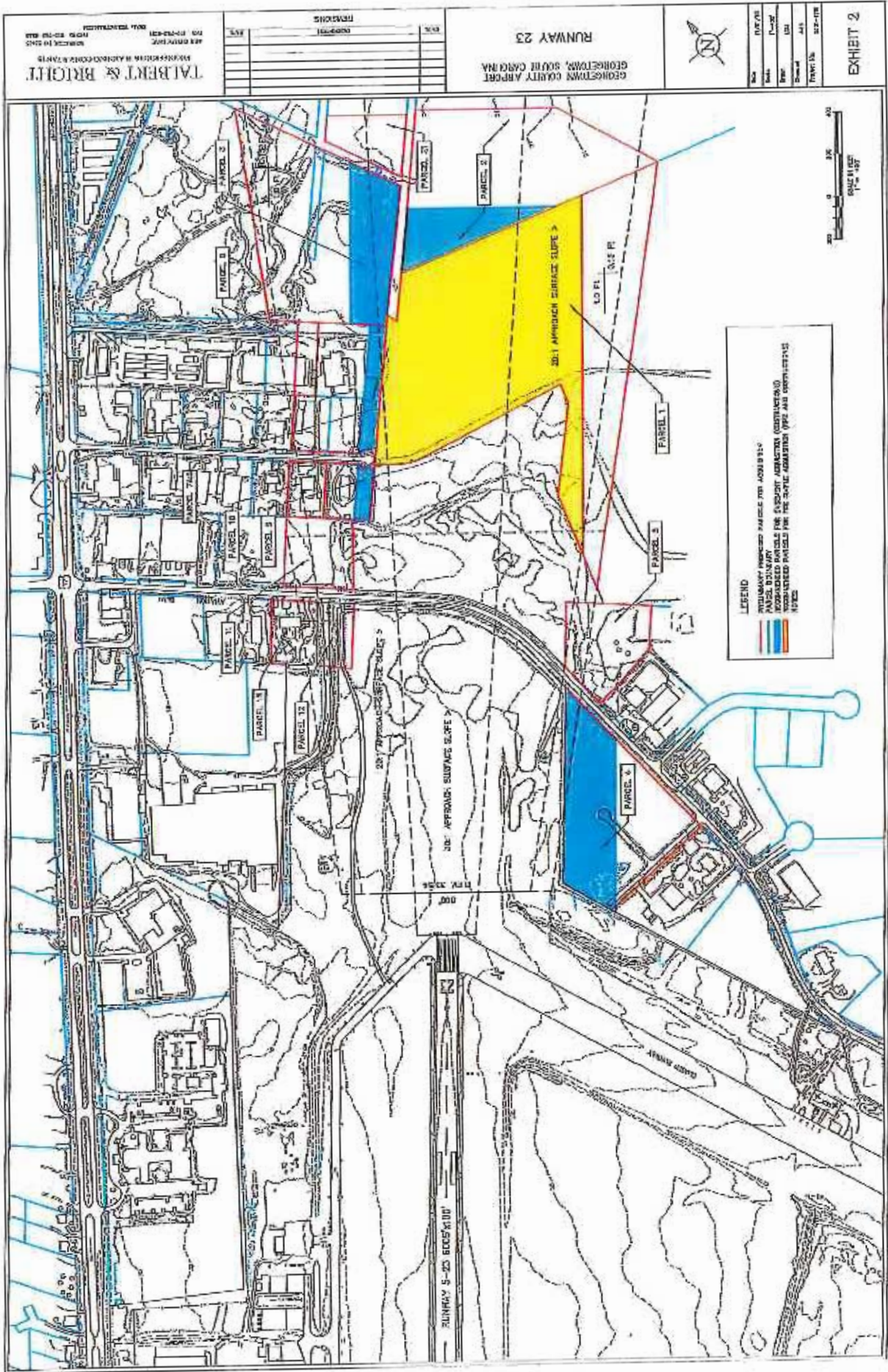


Table 1

Recommended Property Acquisition -- Runway 05 Approach

Parcel #	Parcel ID	Property Owner/ Address Property Address	Parcel Size	Recommended Acquisition	
			(AC)	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 Heits C/O Darrell Davis 5023 S. Fraser St. Georgetown, SC 29440 5021 South Fraser Street	1.2	0.0	0.5



TAUBERT & BRIGHT
 1000 10TH AVE
 GEORGETOWN, GA 31208
 912-833-1111

GEORGETOWN COUNTY AIRPORT
 RUNWAY 23



DATE	10/1/10
BY	JLB
CHKD	JLB
SCALE	AS SHOWN
PROJECT	1000 10TH AVE

EXHIBIT 2

Georgetown County Airport

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.



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. 2019-00000407

02/14/19

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 09/01/19
Ship Via
Freight Terms SITEWORK
Originator Janet Combs
Resolution Number 15-073, TO 10
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
77530.0000	\$/US	Other Professional Services		\$1.0000	\$77,530.00
Item Description Subconsultant Services Part "B": Land Acq/Runway 5-23 Approaches Detail Description Contract #15-073, Airport Engineering & Planning Services, Task Order 10					
G/L Account		Project		Amount	Percent
99360.609-50705 (Improvements)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	2/8/2019	Janet Combs
2	Dept Head/Director	2/8/2019	Ray Funnye
3	Purchasing	2/14/2019	Nancy Silver

Subtotal \$77,530.00**Sales Tax** \$0.00**Total Due** \$77,530.00_____
SIGNATURE_____
SIGNATURE**Special Instructions**

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

EMail To: _____ Company: _____

Contract Ref: # _____

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

Item Number: 6.f
Meeting Date: 2/26/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-071, Street Sign Ship Blanks, Blades and Posts, IDIQ

CURRENT STATUS:

The current IDIQ (Indefinite Delivery/Indefinite Quantity) agreement with vendor, Vulcan signs, has reached the five (5) year term maximum limitation and thus must be rebid.

POINTS TO CONSIDER:

The solicitation for Bid # 18-071 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 five (5) bids received. Three (3) bids were found to be incomplete.

1. MD Solutions of Plain City, OH @ \$20,027.85
2. Vulcan Signs of Foley, AL @ \$19,265.37
3. Oburn Associates Inc. of Logan, OH @ \$22,086.26. Incomplete bid. No Bid on Post materials.
4. Custom Products Corp of Jackson, MS @ \$21,020.70. Incomplete bid. No Bid on Post materials.
5. Universal Signs & Accessories of Fort Pierce FL @ \$7,755.86 Incomplete bid. No Bid on Blank Signs and Hardware.

FINANCIAL IMPACT:

The materials were budgeted in G/L account number 010-301-50332 at \$20,000 annually

OPTIONS:

- 1) Award an IDIQ contract to the lowest complete bidder, Vulcan Signs of Foley, Alabama.
- OR
- 2) Decline to make an award.

STAFF RECOMMENDATIONS:

The proposals were reviewed by the Public Services Department and Public Works Division. Staff's recommendation is to award the IDIQ contract to Vulcan Signs of Foley, Alabama which was the lowest complete bid, with an estimated first year annual cost amount of \$19,265.37. In addition, Vulcan Signs has provided satisfactory items and services to Georgetown County in the past.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ Procurement Solicitation Approval	Cover Memo

- | | | |
|---|---|------------|
| ▢ | Public Bid Opening Tabulation | Cover Memo |
| ▢ | Recommendation from Ray Funnye, Director of Public Services | Cover Memo |



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 18-071

Procurement for: Street Sign Shop Blanks, Blades and Posts

Department: Public Services-Public Works Division

Budgeted: ☒ YES ☐ NO

Budgeted/Estimated Cost: \$20,000.00

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
010-301-50332	\$20,000

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




Department Director/Elected Official

Date



Purchasing



Date

Finance Director


Date

County Administrator

Date



County Administrator



Date



Public Bid Opening Tabulation
Bid #18-071, Street Sign Shop Blanks, Blades and Posts
Wednesday November 11, 2018 @3:00PM Eastern Time

Company Name	Total Delivered Base Bid Cost
Osburn Associates, Inc	\$22,086 ²⁶ (No Bid on Posts)
MD Solutions	\$ 20,027 ⁸⁵
Custom Products Corp.	\$ 21,020. ⁷⁰ (No Bid on Posts)
Vulcan Signs	\$ 19,265 ³⁷
Universal Signs & Accessories AP	\$ 7,755 ⁸⁶ (No Bid on Sign Blanks nor Hardware)

Opened By: Samuel Bassett
Date: 11/11/18

Witness: Amber Puckett
Date: 11/14/18

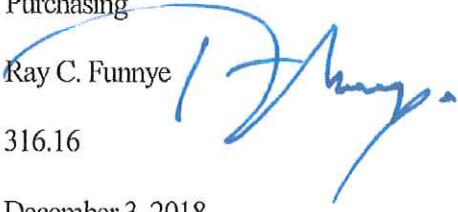


Georgetown County

Department of Public Services

Phone: (843) 545-3325

Memorandum

To: Purchasing
From: Ray C. Funnye 
File #: 316.16
Date: December 3, 2018
Re: Recommendation for Bid #18-071/Street Sign Shop Blanks, Blades, and Posts

On November 11, 2018 Georgetown County Department of Public Services received five (5) bids for Bid #18-071/Street Sign Shop Blanks, Blades, and Posts. The purpose of this bid was to solicit a materials supplier for the County sign shop for a one (1) year period, with the possibility of up to four (4) additional one-year renewal terms based upon satisfactory vendor performance. All bids were reviewed for compliance and completeness. Three vendors provided incomplete bids.

Vulcan Signs submitted the lowest complete bid, in the base amount of \$19,265.37.

Vulcan Signs has previously supplied materials for the County Sign Shop and is a recommended company.

Based on the aforementioned, I hereby recommend that the award of Bid #18-071/Street Sign Shop Blanks, Blades, and Posts go to Vulcan Signs, in the base amount of \$19,265.37.

Item Number: 6.g
Meeting Date: 2/26/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-089, Marshwalk Phase 3D Sidewalk Stabilization Project

CURRENT STATUS:

Along Phase 3D of the Murrells Inlet Marshwalk, multiple locations of scour and erosion have been identified as detrimental to the County's maintained walkway. The timber bulkhead located on the marsh side of Phase 3D appears to be leaking soils and leading to the observed erosion that is affecting the County's concrete walk. Currently, contracted work to remove and replace the sidewalk has been placed on hold until corrections to the supporting soils can be made. This project will correct these instabilities within the supporting soils beneath the public walkway.

POINTS TO CONSIDER:

This solicitation was originally 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) bids received:

- 1) Associates Roofing and Construction, Inc. of Murrells Inlet, SC @ \$269,500.00;
- 2) Seven Seas Marine Construction, Inc. of Murrells Inlet, SC @ \$223,000.00;
- 3) S.J. Hamill Construction Company, LLC of Charleston, SC @ \$484,000.00.

FINANCIAL IMPACT:

The construction portion of this project is funded in GL Account Number 99341.8006.50427 with a FEMA obligated budget amount of \$280,950.00, which includes the 25% local share amount to be paid by SCEMD. This project is to correct damage from Hurricane Irma.

OPTIONS:

- 1) Award a Construction Contract to Seven Seas Marine Construction, Inc. in the amount of \$223,000.00.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

The Public Services and Capital Projects departments reviewed the three (3) bids received. All were found to be complete and responding to all required items. Seven Seas Marine Construction, Inc. submitted the lowest bid in the amount of \$223,000.00. Their references were favorable and they listed several references for similar projects. Therefore, award is recommended to the lowest bidder, Seven Seas Marine Construction, Inc., pending receipt of SCDHEC-OCRM permit.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

▣	Procurement Solicitation Approval	Cover Memo
▣	Qualified Bidder's List	Cover Memo
▣	Public Bid Opening & Tabulation	Cover Memo
▣	Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, So
PROCUREMENT SOLICITA
Procurement

Procurement for: Marshwalk Sidewalk Stabilization

Department: Public Services

Budgeted: ☐ YES ☒ NO

Budgeted/Estimated Cost: \$321,540.00

Funds Available: ☐ YES ☐ NO ☒ Pending Budget Approval

☐ Cash Purchase

☒ Other: FEMA, Hurricane Irma (Large Project)

Funding Source Location	
G/L Account Number	Funding Amount
99341.8006.50427	\$321,540.00 280,950 ^{MR}

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

[Signature]
Department Director/Elected Official Date

JAN 03 2019

[Signature]
Purchasing

Date

Scott C. Branton
Finance Director Date

[Signature]
County Administrator Date

1/4/19
1/8/19
1/10/19

Project Obligated @
\$294,450
Less Approved A&E
\$13,500
\$280,950
~~Other~~ mitigation included

Subrecipient:

Georgetown County, SC

FIPS Number:

043-99043-00

**State and Subrecipient Public Assistance Funding Agreement
Disaster Name Here (FEMA-4346-DR-SC)**

This Agreement is entered into by the State of South Carolina, Office of the Adjutant General, Emergency Management Division (hereinafter referred to as "Recipient"), and Georgetown County, SC (hereinafter referred to as "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, on October 16, 2017, President Donald J. Trump issued a major disaster declaration designated FEMA-4346-DR-SC for the State of South Carolina as a result of severe storms and flooding. The declaration authorized Public Assistance;

WHEREAS, the FEMA-State Agreement dated October 20, 2017, between the State of South Carolina and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subrecipients; and

NOW THEREFORE, Recipient and Subrecipient agree to the following:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein

- a) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.
- b) "FEMA-State Agreement" is the agreement dated October 20, 2017, between FEMA and the State of South Carolina, and all associated amendments to such agreement.

2) APPLICABLE LAW

The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement, all applicable state laws, all federal legal requirements set forth in the Code of Federal Regulations, as well as the policies of FEMA. Subrecipient further agrees to comply with the Statement of Assurances and Conditions attached hereto as Exhibit A.

3) FUNDING AND INSURANCE

- a) Recipient shall provide funds on a cost reimbursement basis to Subrecipient for eligible activities approved by Recipient and FEMA, as specified in the approved Project Worksheets.
- b) Recipient may provide some portion of any nonfederal share for some Subrecipients. Any payment by Recipient for the nonfederal share is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with the South Carolina Code of Laws and the South Carolina Constitution.
- c) As a condition of receipt of the federal funding, Subrecipient agrees to provide any nonfederal share not paid by Recipient. The federal allowable costs shall be determined as per 2 CFR Part 200 and 44 CFR Part 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved; the nonfederal share shall be the remaining amount.
- d) The approved Project Worksheet(s) shall be transmitted to Subrecipient, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five (75) percent of all eligible costs, unless otherwise indicated.
- e) As a condition to funding under this Agreement, Subrecipient agrees that Recipient may withhold funds otherwise payable to Subrecipient from any disbursement to Recipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.
- f) As a further condition to funding under this Agreement, Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.
- g) Administrative costs in addition to the Project Worksheet(s) that are otherwise eligible under 44 CFR § 206.228 and do not require matching funds may also be funded by FEMA.

4) DUPLICATION OF BENEFITS

- a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.
- b) Without delay, Subrecipient shall advise Recipient of any applicable insurance coverage and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are “ineligible costs” which Subrecipient shall reimburse to Recipient without delay.
- c) Subrecipient shall also reimburse Recipient if Subrecipient receives any duplicate benefits from any other source. In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) COMPLIANCE WITH ENVIRONMENTAL PLANNING AND PERMITTING LAWS

- a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the Project Worksheet(s) in a manner acceptable to Recipient, and in accordance with applicable legal requirements.
- b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government’s comprehensive plan.
- c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.
- d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

- a) Subrecipient shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements.
- b) Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.
- c) For all projects, Subrecipient shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.
- d) Recipient will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- e) Subrecipient shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$125,500):
 - 1. A request for reimbursement;
 - 2. A summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
 - 3. A request for final inspection; and
 - 4. A signed Project Completion and Certification Report.

7) PAYMENT OF COSTS

Recipient shall disburse the eligible costs to Subrecipient in accordance with the following procedures:

- a) Recipient shall disburse funds to Subrecipient for the federal and any non-federal share that the South Carolina legislature determines will be paid by the State of the eligible costs for "Small Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Small Project Worksheet.
- b) Recipient shall reimburse Subrecipient for eligible federal share and any non-federal share that the South Carolina legislature determines will be paid by the State for "Large Projects" as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Large Project Worksheet. The invoice from

Subrecipient requesting this reimbursement must include:

1. A Request for Reimbursement available at screcoverygrants.org;
 2. A Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, canceled checks (or other proof of expenditure and disbursement of payment), etc., which is also available at screcoverygrants.org; and
 3. A letter or notification certifying that the reported costs were incurred in the performance of eligible work.
- c) Recipient may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subrecipient if Recipient has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.
- d) As project costs are incurred, invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements as outlined in the Code of Federal Regulations. The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of Recipient's quarterly reporting as referenced in Section 20 of this Agreement.
- e) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (3) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

8) FINAL PAYMENT

Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:

- a) Subrecipient shall have completed the project to the satisfaction of Recipient;
- ii. Subrecipient shall have submitted the documentation specified in Paragraphs (6) and (7) of this Agreement;
- iii. in the case of Large Projects, Recipient shall have performed the final inspection; or in the case of Small Projects, the project listing and certification shall have been reviewed by Recipient, or Recipient shall have performed a final inspection; and
- iv. Subrecipient shall have requested final reimbursement.

9) RECORDS MAINTENANCE

- a) Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved.
- b) Records shall be maintained for at least three (3) years after the date FEMA completes closeout of Recipient's final project. Access to those records must be provided at reasonable times to the Comptroller General of the United States, Recipient, its employees and agents, and to FEMA, its employees and agents.
- c) Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to Recipient, its employees, and agents (including auditors retained by Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.
- d) Recipient may unilaterally terminate this Agreement for refusal by Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement

10) RECOVERY OF FUNDS

If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

11) REPAYMENT BY SUBRECIPIENT

All refunds or repayments due to Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to Recipient for collection, Recipient shall pay Recipient a service fee of \$30.00.

12) AUDIT

- a) Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by Recipient.
- b) Audit resolution instructions shall be prescribed by Recipient.
- c) Within thirty (30) days of the receipt of the non-federal audit, Subrecipient shall provide Recipient the following:
 - 1) Two copies of the Audit Report;
 - 2) An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
 - 3) Any unobligated fund balance due as a result of audit adjustments;
 - 4) A response to management letter findings and recommendations;
 - 5) A response to all questioned cost, relating to this Grant and;
 - 6) Any other adjustments, explanations or information that may be pertinent to the Grant.
- d) Recipient may require Subrecipient to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of Subrecipient internal controls, fiscal data, and management systems established to safeguard Subrecipient assets and to ensure compliance with this Agreement.
- e) If this Agreement is closed out without an audit, Recipient reserves the right to recover any disallowed costs identified in an audit after such closeout.

13) NONCOMPLIANCE

If Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under this Agreement or that may otherwise be available.

14) MODIFICATION

Recipient and Subrecipient may request modifications to this Agreement. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by both parties.

15) TIME FOR PERFORMANCE

- a) The project shall be complete by the end of the Grant Period of Performance.
- b) Time extensions are, per Item 14 of this Agreement, a modification and requests must be submitted in writing.
- c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.
- d) If any extension request is denied by Recipient or not sought by Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.
- e) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

16) CONTRACTS WITH OTHERS

- a) If Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract.
- b) Subrecipient shall also document in the quarterly report the subcontractor's progress in

performing its work under this Agreement.

- c) Subrecipient shall provide the contractor with a copy of this Agreement.
- d) To the extent that Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, Subrecipient agrees to modify its contracts in accordance with this section.

17) MONITORING

- a) Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.
- b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Recipient. In the event that Recipient determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Recipient to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, Recipient will monitor the performance and financial management by Subrecipient throughout the contract term to ensure timely completion of all tasks.

18) DEFAULT; REMEDIES; TERMINATION

- a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 - 1. Any representation by Subrecipient in this Agreement is inaccurate or

incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

2. Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;
3. Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature.

b) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:

- 1) Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to Subrecipient, such notice to take effect when delivered to Subrecipient;
- 2) Commence a legal action for the judicial enforcement of this Agreement;
- 3) Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
- 4) Take any other remedial actions that may otherwise be available under law.

c) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.

d) Upon the rescission, suspension or termination of this Agreement, Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.

e) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement,

Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

19) LIABILITIES

- a) Recipient assumes no liability to third parties in connection with this Agreement. Unless Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.
- a) Unless Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.
- b) For the purpose of this Agreement, Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.
- e) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

20) REPORTS AND INSPECTIONS

- a) Subrecipient shall provide Quarterly Reports to Recipient on the Quarterly Report Form available on screcoverygrants.org. The first Quarterly Report shall be due at such time as Subrecipient is notified. All subsequent Quarterly Reports shall be due no later than ten (10) days after each calendar quarter through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10.

- b) Recipient may require additional reports as needed. Subrecipient, as soon as possible, shall provide any additional reports requested by Recipient. Recipient contact for all reports and requests for reimbursement will be the State Public Assistance Officer.
- c) Interim inspections shall be scheduled by Subrecipient prior to the final inspection and may be requested by Recipient based on information supplied in the Quarterly Reports.

21) ATTACHMENTS

- a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

22) TERM

This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

23) NOTICE AND CONTACT

All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to Recipient at the following addresses:

FOR RECIPIENT:

Elizabeth M. Ryan
Chief of Recovery and Mitigation
South Carolina Emergency Management Division
2779 Fish Hatchery Road, West Columbia, SC 29172
Email: eryan@emd.sc.gov
Office: 803-737-8774
Cell: 803-201-3739

FOR SUBRECIPIENT:

Scott C Proctor, Finance Director
P O Box 401270
Georgetown SC 29442
Sproctor@gtcounty.org
843-545-3066

22) AUTHORIZATION

Subrecipient hereby authorizes Scott Proctor as its primary designated agent, and Sam Hodge as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

STATE OF SOUTH CAROLINA
EMERGENCY MANAGEMENT DIVISION

SIGNATURE PAGE

Hurricane Irma
(FEMA-4346-DR-SC)

IN WITNESS HEREOF, Recipient and Subrecipient have executed this Agreement:

FOR RECIPIENT:

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

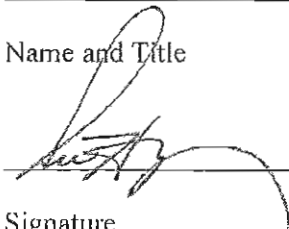
Governor's Authorized Representative

Date

FOR SUBRECIPIENT:

Sel Hemingway, County Administrator

Name and Title



11/28/17

Signature

Date

Federal Employer Identification Number (FEIN):

57-6000353

Exhibit "A"

Statement of Assurances

Recipient hereby assures and certifies compliance with all State and Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, Subrecipient assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Subrecipient to act in connection with the application and to provide such additional information as may be required.
2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
7. It will (1) provide without cost to the United States and Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the

United States and Recipient free from damages due to the approved work or Federal funding.

8. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to Subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of Subrecipient.
9. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
10. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
11. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
12. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
13. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
14. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
15. It will give the sponsoring agency or the Comptroller General, through any authorized

representative, access to and the right to examine all records, books, papers, or documents related to the grant.

16. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
17. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
18. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
19. It will comply with all appropriate environmental laws.
20. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
21. It will comply, and assure the compliance of all its Subrecipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
22. It will comply with the provisions of 28 CFR applicable to grants and cooperative

agreements.

23. Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
24. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
25. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
26. With respect to demolition activities, it will:
 - a. Create and make available documentation sufficient to demonstrate that Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b. Return the property to its natural state as though no improvements had ever been contained thereon.
 - c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.
 - d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - f. Leave the demolished site clean, level and free of debris.
 - g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.

- h. Obtain all required permits.
 - i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.
 - j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 - k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
 - l. Provide documentation of public notices for demolition activities.
27. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
28. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
29. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
30. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

31. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
32. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
33. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Recipients, as defined at 28 CFR Part 67 Sections 67.615 and 67.

Nancy Silver

From: Glenda Long
Sent: Thursday, January 03, 2019 10:51 AM
To: Nancy Silver
Cc: Scott Proctor; James Coley; Art Baker
Subject: RE: Procurement Solicitation #18-089 Attached: Marshwalk Sidewalk Stabilization
Attachments: 20180227144426727.pdf

Attached is our funding agreement with SCEMD. Since this is federal funds, we have to follow the uniform rules outlined in 2CFR 200. If you have any questions about the procedure, it may be best to contact the Procurement Disaster Assistance Team at SCEMD.

While we have an approved scope & budget with FEMA, this is a large project and I know it is likely that we may have change orders. I have reached out to our Public Assistance Specialist to get an understanding of how we initiate a PW version if a change order is needed but she is on vacation. If you contact PDAT, I would appreciate if you would ask them as well.

Thanks
Glenda

From: Nancy Silver
Sent: Thursday, January 03, 2019 10:03 AM
To: James Coley <jcoley@gtcounty.org>; Art Baker <abaker@gtcounty.org>; Glenda Long <gjl原因@gtcounty.org>
Subject: FW: Procurement Solicitation #18-089 Attached: Marshwalk Sidewalk Stabilization

Do you have a copy of the grant that might list any special procurement/contract procedures? If so, can you please send that to me? I think James said this is just for us to follow our own procurement ordinance but sometimes I think with FEMA there are additional items we might need to add to the contract or it might specify that we need to use the AIA contract rather than our standard Construction Contract.

Thanks,
~Nancy

From: Janet Combs
Sent: Thursday, January 03, 2019 9:50 AM
To: Purchasing <Purchasing@gtcounty.org>
Cc: Ray C. Funnye <rcfunnye@gtcounty.org>; James Coley <jcoley@gtcounty.org>; Art Baker <abaker@gtcounty.org>
Subject: Procurement Solicitation #18-089 Attached: Marshwalk Sidewalk Stabilization

Dear Nancy, Pam and Ann,

Attached is the form for the above mentioned project. Thank you for processing!

Janet

Janet Combs
Administrative Assistant to the Director
Georgetown County
Department of Public Services

(843) 545.3325 phone
(843) 545.3326 fax
jcombs@gtcounty.org

Innovation | Leadership | Teamwork



ENGINEER'S OPINION OF PROBABLE COST

Project Name

Marshwalk - Phase 3D Soil Stabilization

Notes: Sheets installed @ front of wall.

Date

12/8/2017

Project Location

Murrells Inlet Marshwalk & Veterans Pier

Murrells Inlet, SC 29576

Owner Information

Georgetown County Department of Public Services

108 Screven Street

Georgetown, SC 29440

Engineering & Design Services

SCOPE OF WORK

Item	Item Description	Qty.	Units	\$ / Units	Total \$
01001	Design Development & Construction Documents	1	EA	\$ 8,000.00	\$ 8,000.00
01002	Construction Phase Services	1	EA	\$ 4,000.00	\$ 4,000.00
01003	As-Built Survey	1	EA	\$ 1,500.00	\$ 1,500.00
					\$ -
					\$ -
					\$ -

Scope Total: \$ 13,500.00

Marshwalk | Phase 3D - Structural/Civil Repairs

SCOPE OF WORK

Item	Item Description	Qty.	Units	\$ / Units	Total \$
02001	Demo of Conc. by others - Separate Contracted Work	-	-	\$ -	\$ -
* 02002	Demolition & Replacement of Wood Guardrails	270	LF	\$ 50.00	\$ 13,500.00
02003	Installation of Vinyl Sheets @ Forward of Existing Wall	270	LF	\$ 775.00	\$ 209,250.00
** mitigation 02004	Installation of 18" Sq. Trench w/ Perforated Pipe	270	LF	\$ 50.00	\$ 13,500.00
02005	Backfill Between Sheets.	80	CY	\$ 110.00	\$ 8,800.00
					\$ -

Scope Total: \$ 245,050.00

Marshwalk | Phase 3D - Electrical Repairs

SCOPE OF WORK

Item	Item Description	Qty.	Units	\$ / Units	Total \$
03101	Demo & Replace Existing Feeds to Floating Dock	140	LF	\$ 25.00	\$ 3,500.00
03102	Demo & Replace Existing Feeds to Phase 4 Lights	270	LF	\$ 25.00	\$ 6,750.00
03103	Demo & Replace Existing Feeds & Lights Phase 3D	270	LF	\$ 40.00	\$ 10,800.00

Scope Total: \$ 21,050.00



11655 Highway 707
Murrells Inlet, SC 29576

OOPC - Project Subtotal: \$ 279,600.00 -13,500=266,100
 15% Contingency: \$ 41,940.00 13,500
 **mitigation 14,850
 Obligated FEMA budget total \$294,450

SUMMARY OF PROBABLE COST

\$ 321,540.00

*Were these guardrails
not included in the
Matthew Sidewalk project
as well?

Nancy Silver

From: Glenda Long
Sent: Thursday, January 03, 2019 9:42 AM
To: Art Baker; Nancy Silver; James Coley; Stephen Williams
Cc: Ray C. Funnye
Subject: RE: Minutes-Conf Call-Bidding-Marshwalk Sidewalk Stabilization (Bulkhead)
Attachments: Marshwalk Stablization FEMA Obligated Budget.pdf

Please see the attached FEMA Obligated budget.

James, can you verify that the guardrails listed in this project are not part of the Matthew sidewalk project?

Thanks
Glenda

From: Art Baker
Sent: Wednesday, January 02, 2019 3:18 PM
To: Nancy Silver <nsilver@gtcounty.org>; James Coley <jcoley@gtcounty.org>; Stephen Williams <swilliams@gtcounty.org>; 'Dillon Callaham (Earthworks)' <dcallaham@earthworksgroup.com>
Cc: Ray C. Funnye <rcfunnye@gtcounty.org>; Glenda Long <gjlong@gtcounty.org>
Subject: RE: Minutes-Conf Call-Bidding-Marshwalk Sidewalk Stabilization (Bulkhead)

All,
Original Summary of Work and budget attached.

Art Baker, PE
Engineering and Capital Projects Manager
Department of Public Services
Office (843) 545-3255
abaker@gtcounty.org
INNOVATION, LEADERSHIP AND TEAMWORK!



From: Art Baker
Sent: Wednesday, January 02, 2019 3:16 PM
To: Nancy Silver <nsilver@gtcounty.org>; James Coley <jcoley@gtcounty.org>; Stephen Williams <swilliams@gtcounty.org>; Dillon Callaham (Earthworks) <dcallaham@earthworksgroup.com>
Cc: Ray C. Funnye <rcfunnye@gtcounty.org>; Glenda Long <gjlong@gtcounty.org>
Subject: Minutes-Conf Call-Bidding-Marshwalk Sidewalk Stabilization (Bulkhead)

All,
Please see attached minutes from our conference call today.

Steve/Dillon,
Did want to ask about Permits.
Will the permit(s) be received prior to mid-March?

Thanks,
Art

Art Baker, PE

Engineering and Capital Projects Manager

Department of Public Services

Office (843) 545-3255

abaker@gtcounty.org

INNOVATION, LEADERSHIP AND TEAMWORK!

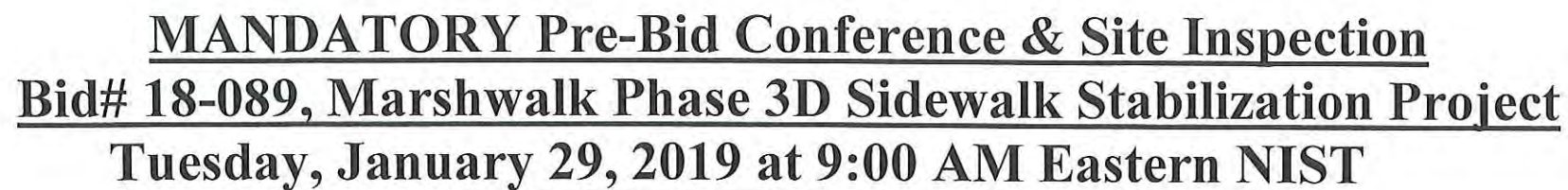




MANDATORY Pre-Bid Conference & Site Inspection
Bid# 18-089, Marshwalk Phase 3D Sidewalk Stabilization Project
Tuesday, January 29, 2019 at 9:00 AM Eastern NIST

PLEASE PRINT CLEARLY

REPRESENTATIVE'S NAME	COMPANY NAME	TELEPHONE	E-MAIL
CALEB CLARK	SEVEN SEAS MARINE CONST	843 651 1674	sevenseasmc.ja@gmail.com
KEN CRAFTON	ASSOCIATES ROOFING + CONSTRUCTION	843-357-3829 843-240-3494	INFO@ARC INCORPORATED.ORG
Kia Ford	Stelvey Construction Co Inc	843 347-9453 / 843 591-6115	stelveyconcrete@yahoo.com
Jody Stinnett	Greenwall Const.	843- 340-2500	vickie@greenwallconst.com
Meg Heikes Will Spielvogel	SJ Hamill	843-642-2196 843 872-8001	meg@sjhamill.com will@sjhamill.com
Dillon CALLAHAN	THE EARTHWORKS GROUP	843-651-7900	dcallahan@earthworksgroup.com
Joel Miller	Michael G Smith, LLC	843 442 7898	michaelgsmithconcrete@gmail.com
Michael Broach	Greenbeach Builders	843-997-6822 843-241-1603	MBGreenbeachBuilders@gmail.com Greenbeachbuilders@gmail.com
ART BAKER	Georgetown County	843-267-4257	ABAKER@GTCOUNTY.ORG

[illegible]



Public Bid Opening Tabulation
Bid# 18-089, Marshwalk Phase 3D Sidewalk Stabilization Project
Wednesday, February 13, 2019 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>Base Bid Proposal</u> (Pg. 24, Item 1)	<u>Bid Bond Attached</u> (Pg. 44 - 45)	<u>Comments</u>
Associates Roofing	\$ 269,500 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Seven Seas Marine Construction	\$ 223,800 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
S.J. Hamill Construction	\$ 484,000 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY:

WITNESS:



Georgetown County

Department of Public Services

Phone: (843) 545-3325

Fax: (843) 545-3396

Memorandum

To: Nancy Silver

From: Ray C. Funnye, Director

Date: February 18, 2019

Re: Recommendation for Bid #18-089 Marshwalk Phase 3D Sidewalk Stabilization Project (FEMA)

On February 13, 2018 Georgetown County Department of Public Services received three (3) bids for Bid #18-089 Marshwalk Phase 3D Sidewalk Stabilization Project. The scope of work includes installation of approximately 280 LF of new vinyl bulkhead and associate improvements. All bids were reviewed for compliance and completeness.

Seven Seas Marine Construction, Inc. submitted the lowest complete bid, in the amount of \$223,000.00

Seven Seas Marine Construction, Inc. submitted several references for similar projects and is a recommended company.

Based on the aforementioned, I hereby recommend that the award of Bid #18-089 Marshwalk Phase 3D Sidewalk Stabilization Project go to Seven Seas Marine Construction, Inc. in the amount of \$223,000.00, pending receipt of SCDHEC-OCRM permit.

Item Number: 8.a
Meeting Date: 2/26/2019
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/re-appointments 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
<input type="checkbox"/> Library Board - Jene Klopp Application	Backup Material



District 2

**QUESTIONNAIRE FOR
BOARD / COMMISSION**
PLEASE PRINT

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

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

- | | | |
|--|--|--|
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Economic Development Alliance Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Alcohol & Drug Abuse Commission | <input type="checkbox"/> Fire District 1 Board | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Assessment Appeals Board | <input type="checkbox"/> Historical Commission | <input type="checkbox"/> Sheriff Advisory Board |
| <input type="checkbox"/> ATAX Commission | <input checked="" type="checkbox"/> Library Board | <input type="checkbox"/> Tourism Management Commission |
| <input type="checkbox"/> Building Codes Board of Appeals | <input type="checkbox"/> Midway Fire-Rescue Board | <input type="checkbox"/> Zoning Appeals Board |
| | | <input type="checkbox"/> Other _____ |

Name: JENE Wise KLopp
[First] [Middle/Maiden] [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 be 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 Klupp 1-30-19
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 serve on a board/commission within that timeframe you may re-submit your application. Please note that information provided in this application may be subject to SC Freedom of Information disclosure.

Item Number: 8.b
Meeting Date: 2/26/2019
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Foster Care Review Board 15-A

CURRENT STATUS:

The Foster Care Review Board 15-A consists of members appointed by both Horry and Georgetown Counties. Georgetown County Council nominates, at large, five of the members. Appointments are made by the Governor for 4 year terms.

Currently, one of the seats (nominated by Georgetown County) is vacant. Board Chair, Linda Leibert, has recommended County Council's favorable consideration in nominating Ms. Rebecca C. Fico to fill this seat.

POINTS TO CONSIDER:

The objective of the local Foster Care Review Board is to recommend a permanent plan for children in foster care. Board members seek to make a difference in the child welfare system as advocates for individual children.

Board members attend and participate in monthly Foster Care Review Board meetings (*possibly lasting from 9am to 5pm*) to review cases of children residing in foster care, hearing from the Department of Social Services, and other interested parties regarding neglect and abuse cases.

Special training (*within six months*) is required by the State for all members serving on the Foster Care Review Board, and at least one training per year thereafter.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Nominate Ms. Rebecca C. Fico to serve on the Foster Care Review Board 15-A.
2. Do not make this nomination.

STAFF RECOMMENDATIONS:

Recommendation to nominate Ms. Rebecca C. Fico to serve on the Foster Care Review Board 15-A.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Foster Care Review Board 15-A Rebecca C Fico	Exhibit

REBECCA C. FICO

EDUCATION **MT. NOTRE DAME HIGH SCHOOL** **CINCINNATI, OH**
UNIVERSITY OF CINCINNATI
Bachelor of Arts – Communications/Journalism (1994)

HONORS **Knights of Columbus Family of the Year – Council 11023? 2017**
Recognizes a family within our parish of Precious Blood of Christ Catholic Church, Pawleys Island, that models Christian family values and visibly lives them every day.

ACTIVITIES AND LEADERSHIP

- WAVE PTSA Board Member, Waccamaw High School (2017 - Current)
- WIS PTO Board Member (2010-11), President (2011-12)
- Precious Blood of Christ Catholic Church - Parish Council (2001-2003), Liturgical Ministry Chair (2001-2003), Families in Faith Co-founder, Fundraiser/Creator of Mardi Gras Pancake Dinner benefitting Youth Group (2017-2019)
- Pathways for Scholars Board Member (2016-17) Homeschool Cooperative

SERVICE **CLEAN OF HEART, CATHOLIC CHARITIES (MYRTLE BEACH, SC)** **2019**
Volunteer weekly with my daughters; assist homeless clients offering them a place to shower while we wash their clothes, minister to them and provide for their other practical needs.

PRECIOUS BLOOD OF CHRIST (PAWLEYS ISLAND, SC) **1999-2019**
Volunteered throughout the years for various parish-based ministries including Fr. Pat's Kitchen serving hot meals to the needy in the community, Holiday Food Drives (helped collect, sort and deliver food for delivery to needy at Easter, Thanksgiving & Christmas.

EXPERIENCE **FICO COMMUNICATIONS** **1999-2002**
Owned and managed my own public relations and marketing consulting business. Working with clients such as Delta Air Lines and Lowes Home Improvement, I created and implemented various internal and external communications programs with a emphasis on media relations and internal communications.

STRAND SPINE INSTITUTE **1999 – CURRENT**
Assisted my husband in the creation and continued management of his practice which began offering chiropractic care but has expanded over the years to include a range of non-surgical treatment options for pain and back and neck issues. Working mostly part-time. Created and managed marketing programs time until recent years, I've scaled back to focus on office accounting which I do from home and coordinate with our accountant to manage.

HOMESCHOOLING MOM **2014 - CURRENT**



Office of the Governor
State of South Carolina

Application for Boards, Commissions, and Committees

Your nomination will not be complete until this application is filed.

1) Your Name:

Dr./Mr./Mrs./Ms.

Fico
Last

REBECCA
First

CHAN
Middle

2) Name of Board, Commission, or Committee you are being considered for:

FOSTER CARE REVIEW BOARD - GEORGETOWN COUNTY

3) Your Current Address, City, Zip Code and County:

Your Congressional District: 7th

123 WOODPECKER LANE

PAWLEY'S ISLAND, SC 29585

4) Home Telephone: 843/283-4652 5) Office Telephone: 6) Fax:

7) Mobile Telephone: 8) Email Address: rfico@scrr.com

9) Drivers License #: 10) Social Security #:

11) Voter Registration #: 12) Date of Birth:

13) Race: W 14) Sex: Male / Female

15) Level of Educational Background Completed:

Some High School

High School graduate or equivalence (G.E.D.) X

Some College

College graduate X

Professional degree (please specify)

16) Present Employer HOME F/T P/T STRAND SPINE INSTITUTE (husband's practice)

Address 12465 Oconnor Hwy PAWLEY'S ISLAND, SC 29585

Current Position ADMIN ASSISTANCE - ACCOUNTING

17) Years of residence in South Carolina: 21 years

18) Have you ever been arrested for a crime other than a minor traffic violation? No If so, give details.*

19) Have you filed state and federal income tax returns for the past five years? YES If not, give details.*

- 20] Are you or any company in which you have a controlling interest delinquent in any local, state or federal taxes? No If so, give details.*
- 21] Have you ever defaulted on any state or federal student loan? No If so, give details.*
- 22] Have you been treated for any alcohol, drug addiction, or substance abuse for the preceding five years? No
If so, give details.*
- 23] Have you been party (plaintiff or defendant) in any state or federal litigation for the preceding five years? No
If so, give details.*
- 24] Have you ever served in the military? No
Were you honorably discharged? N/A If not, give details.*
- 25] Have you ever been terminated from employment for cause? No If so, give details.*
- 26] Have you or any employer in the preceding ten years been investigated, reprimanded, fined, or suspended for doing business with any state or federal agency? No If so, give details.*
- 27] Have you ever been disciplined or fined by the State Ethics Commission? No If so, give details.*
- 28] Have you ever been disciplined or fined by any professional or regulatory agency? No If so, give details.*
- 29] Do you serve on any local or state board, commission, committee, or elected office? No If so, list.*
- 30] Are you a registered lobbyist in the State of South Carolina? No
- 31] Do you or any member of your immediate family receive any income, compensation or benefits from state and local agencies in South Carolina? No If so, give details.*
- 32] Do you or any member of your immediate family have any interest in any business that has, is, or will do business with the State of South Carolina or the entity for which you are applying? No If so, give details.*
- 33] Are you or any member of your immediate family associated with any business regulated by the entity to which you are applying? No If yes, give details.*
- 34] Have you or any member of your immediate family sold, leased, or rented personal property to any state or local

public agency in South Carolina? No If so, please identify *:

- a) the type of property,
- b) the name of the agency(s) involved,
- c) the value of the transaction(s).

35] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor regulated by the entity to which you are applying? No If so, give details.* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

36] Do you or any member of your immediate family owe a debt in excess of \$500 to any creditor seeking a business relationship with the entity for which you are applying? No If so, give details.* (Do not disclose debt promised or loaned by a bank, savings and loan or other licensed financial institution.)

37] Do you or any member of your immediate family receive compensation from any individual or business that contracts with the entity for which you are applying? No If yes, please identify *:

- a) the individual or business,
- b) the amount of compensation paid to you,
- c) the nature and amount of the contract,
- d) the governmental entity involved.

38] Are you currently a Foster Parent with an active foster care license? No

39] Do you currently serve as a volunteer Guardian ad Litem? No

40] I, REBECCA FLO, agree that, if I am appointed to the FOSTER CARE REVIEW BOARD, I will attend all stated or called meetings of this entity. If I am absent from three consecutive meetings, or if I am absent from half of the meetings within a six-month period, then I will resign my appointment. However, if the Chairperson excuses my absence prior to the meeting, in recognition of circumstances beyond my control (illness, family emergency, etc.), then I am entitled to retain my position.

*Use extra sheet if necessary.

CERTIFICATION OF APPLICANT

Personally appeared before me, the applicant, who being duly sworn, disposed, and says that all his/her statements are true, accurate and complete; and that he/she knows and agrees that any misrepresentation or omission of the facts may result in his/her being disqualified or being discharged should he/she already be appointed by the Governor. He/she authorizes the State Law Enforcement Division to conduct a background investigation including, but not limited to, a criminal history, driving record and credit check. He/she also authorizes the Governor's Office to provide the nominating authorities with copies of this application, the criminal history and credit report and any other information gathered in processing this appointment.

Rebecca Flo
Applicant's Signature

Sworn and subscribed before me this 11 day of FEB

Deetta Deegan
Notary Public for South Carolina

My commission expires 5-17-28



Notary

Item Number: 8.c
Meeting Date: 2/26/2019
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Zoning Board of Appeals

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

There is currently a vacancy on the Zoning Board of Appeals representing Council District 1. Chairman John Thomas has recommended the appointment of Mr. Max Jones to fill this seat on the board.

Mr. Jones has submitted an application for service on the Zoning Appeals Board, which is provided.

OPTIONS:

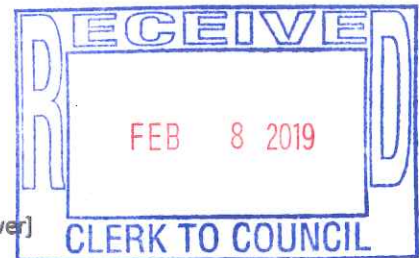
1. Ratify the appointment of Max Jones to the Zoning Appeals Board (representing Council District 1).
2. Do not ratify this appointment.

STAFF RECOMMENDATIONS:

Recommendation to ratify the appointment of Mr. Max Jones to the Zoning Appeals Board (representing Council District 1).

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Zoning Appeals Board Max Jones App	Backup Material



(Revised 11-16)

Item Number: 9.a
Meeting Date: 2/26/2019
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 19-01 - To Declare March 2019 as **Bleeding Disorders Awareness Month** in Georgetown County

CURRENT STATUS:

Over thirty years ago, President Ronald Reagan designated March 1986, as "Hemophilia Awareness Month". In 2016, the US Department of Health and Human Services (HHS) designated March 2016 as "National Bleeding Disorders Month".

According to the Centers for Disease Control (CDC), the bleeding disorders community includes more than three million Americans who have hemophilia, von Willebrand disease, and other rare bleeding disorders. These conditions prevent blood from clotting, which can lead to prolonged bleeding after injury, surgery, or physical trauma, and can be deadly if not treated correctly.

POINTS TO CONSIDER:

The primary symptom of genetic bleeding disorders is uncontrolled, often spontaneous bleeding in different areas of the body. Internal bleeding, which commonly occurs in the spaces around joints, frequently results in pain and swelling. If left untreated, it can cause permanent damage. Two of the more common inherited bleeding disorders include:

(1) Hemophilia

- Hemophilia results from a missing or deficient protein needed for blood clotting.
- Treatment is available, but there is currently no cure for hemophilia.
- Hemophilia is not contagious.
- Over 20,000 in the US live with Hemophilia.

(2) von Willebrand disease (VWD)

- von Willebrand disease is a genetic disorder in which the blood does not clot properly. It is caused by a deficient or defective blood protein, von Willebrand factor.
- The disease is estimated to affect 1-2% of the US population.
- VWD is not contagious
- Treatment is available, but there is no cure.

The designation and observance of March as "Bleeding Disorders Awareness Month" aims to foster a stronger sense of unity and shared purpose among individuals in our community with all inheritable bleeding disorders. Additionally, it seeks to elevate awareness of the general public, as well as engagement in the inheritable bleeding disorders journey, in order to expand efforts to find better treatments and cures for inheritable bleeding disorders, and to prevent complications of these disorders through education, advocacy and research.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adoption of Proclamation No. 19-01 to declare March 2019 as "Bleeding Disorders Awareness Month" in Georgetown County, South Carolina.
2. Do not adopt Proclamation No. 19-01.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Proclamation No. 19-01 to declare March 2019 as "**Bleeding Disorders Awareness Month**" in Georgetown County, South Carolina.

ATTACHMENTS:

Description	Type
□ Proclamation 19-01 Designation of March 2019 as Bleeding Disorders Awareness Month	Resolution Letter

Proclamation No. 19-01

COUNTY OF GEORGETOWN)	Declaration of March 2019 as
)	<i>Bleeding Disorders Awareness Month</i>
STATE OF SOUTH CAROLINA)	

WHEREAS, the designation of March 2019 as “Bleeding Disorders Awareness Month” will formalize and expand upon the designation by President Ronald Reagan, 33 years ago, of March 1986 as “Hemophilia Awareness Month”; and the designation of March as “National Bleeding Disorders Month” by the US Department of Health and Human Services; and

WHEREAS, bleeding disorders, which share the inability of blood to clot properly, are characterized by extended bleeding after injury, surgery, trauma or may generate spontaneous internal bleeding, all of which may be fatal if not treated effectively; and

WHEREAS, the designation of March 2019 as “Bleeding Disorders Awareness Month” will generate greater awareness and understanding of hemophilia, and other inheritable bleeding disorders, such as von Willebrand disease - which alone impacts an estimated one percent of the U.S. population or more than 3.2 million individuals; and

WHEREAS, designation of this special month aims to bring people together, promoting a greater sense of community and shared purpose among individuals with all inheritable bleeding disorders and conditions, and to raise awareness of these conditions and potential health problems.

NOW THEREFORE, Georgetown County Council does hereby proclaim the month of March 2019, as

Bleeding Disorders Awareness Month

in Georgetown County, South Carolina, in order to increase the awareness level of the general public, foster engagement in the inheritable bleeding disorders journey of others, encourage efforts to find better treatments and cures for inheritable bleeding disorders, and prevent the complications of these disorders through education, advocacy and research.

SO SHALL IT BE, this 26th Day of February, 2019.

John W. Thomas, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 11.a

Meeting Date: 2/26/2019

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

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 (Ord. 19-02) as amended 021919	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

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**

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.

Chairman, Georgetown County Council (Seal)

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)
)
COUNTY OF GEORGETOWN)

LEASE

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 and water quality 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, 204439.
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 pertaining to the proposed water tank, if any.

(d) Maintenance: LESSEE accepts the premises in "as is" condition. LESSEE AGREES TO CUT TIMBER AND CLEAR THE ENTIRE PORTION OF PROPERTY, EXCLUDING ANY WETLANDS, 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 located within the purple area of Exhibit A, 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, 204439. 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.

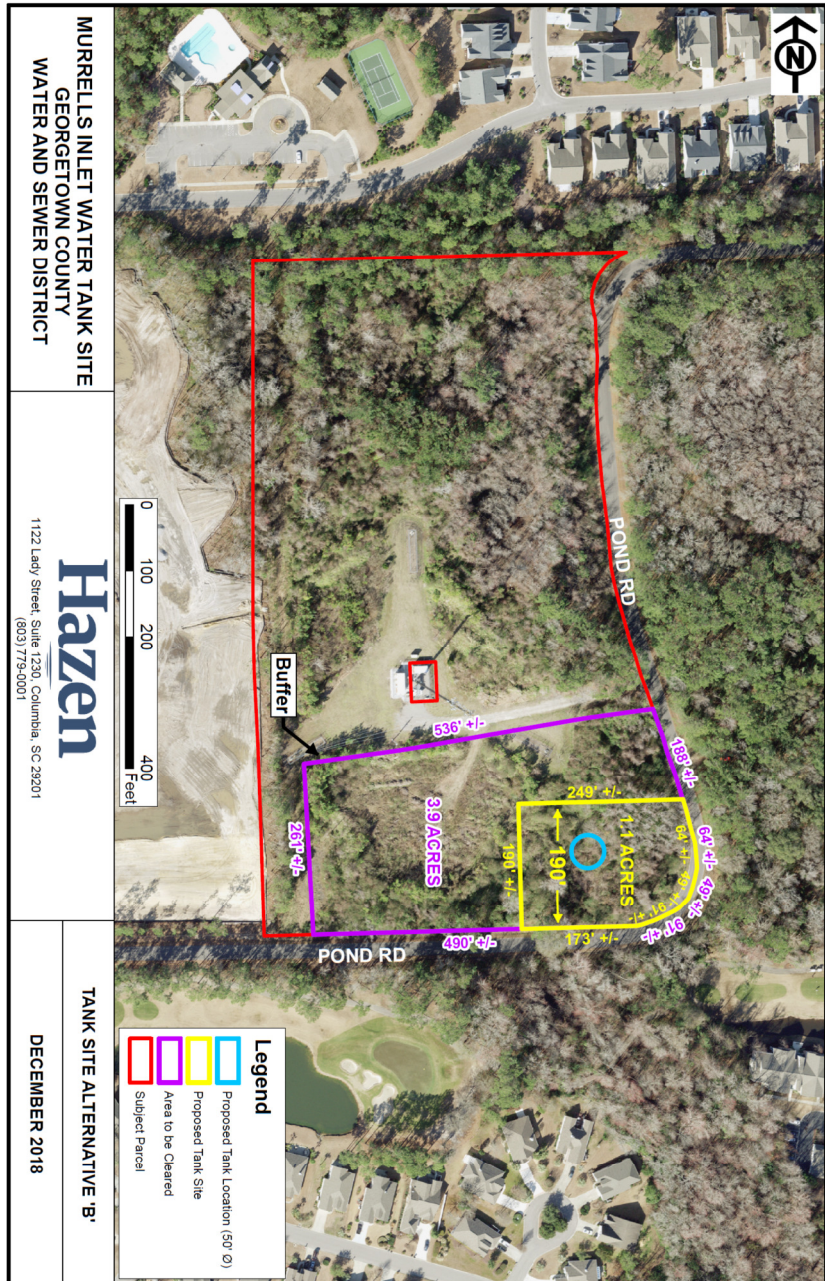
(h) Savings Clause: If, during the term of this agreement, it is found that a specific clause of the agreement is illegal under law, the remainder of the agreement is not affected, and shall remain in force.

(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.

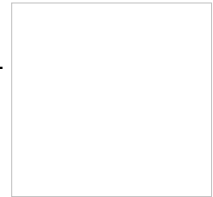
_____	_____
Georgetown County Water and Sewer District	Georgetown County
LESSEE	LESSOR

EXHIBIT A



Item Number: 12.a
Meeting Date: 2/26/2019
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-03 - An Ordinance to authorize a Commercial Operator Lease with SC Skydiving at Robert F. Swinnie Airport (PHH) in Andrews, SC

CURRENT STATUS:

Three public readings of the updated and attached commercial operator lease with SC Skydiving pertaining to the Robert F. Swinnie Airport as prepared and finalized under the direction of Georgetown County Attorney, Wesley Bryant.

POINTS TO CONSIDER:

SC Skydiving, Georgetown had a Commercial Operator Lease at Robert F. Swinnie Airport (PHH) in Andrews, SC that was outdated and fiscally inappropriate. This lease needed to be revised to include a monthly rental fee of \$150.00 as well as specific language indicating SC Skydiving's responsibility for any damages to the facility; minimum cleanliness of office conditions; and professionalism of operations standards.

Three public readings of the updated and attached SC Skydiving, Georgetown lease with Robert F. Swinnie Airport will commence with this meeting of the Georgetown County Council. This updated lease has been prepared and finalized under the direction of Georgetown County Attorney Mr. Wesley Bryant.

FINANCIAL IMPACT:

The lease is a short-term, 1-year lease with an option to renew one year at a time being bound by the terms listed therein, not to exceed four successive years. At the end of 5 total years the lease shall be null and void.

OPTIONS:

- 1) Approve the new Commercial Operator Lease for SC Skydiving, Georgetown, or
- 2) Decline to approve the new Commercial Operator Lease for SC Skydiving, Georgetown.

STAFF RECOMMENDATIONS:

Staff recommends Option 1, approval of the new Commercial Operator Lease for SC Skydiving, Georgetown.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
Commercial Operator Lease:SC Skydiving, Georgetown	Ordinance

Georgetown County Airports Commercial Operator Lease

1. GRANT OF LEASE: Georgetown County (County) grants SC Skydiving, Georgetown (Lessee) a revocable and non-exclusive Lease to enter onto the Andrews Airport in Georgetown County for the purpose of commercial operations effective February 1, 2019. The County's representative for the purposes of this Lease is the County Administrator or his designee, the Public Services Director (Director).

1. USE: This Lease permits Lessee to operate at Andrews Airport in Georgetown County in a commercial capacity.

1. TERM: This Lease is for one year. The Lessee may have the option to renew one year at a time being bound by the terms listed herein, not to exceed four successive years. At the end of 5 total years this lease shall be null and void. Nothing herein prevents the Lessor from amending the monthly fee at the end of each term; if the Lessee disagrees with the amended fee they are not bound for another term of this lease.

2. REPORTING REQUIREMENTS AND FEES: Fees and reporting requirements will be set by County Council pursuant to this Lease. There is a \$150.00 monthly fee for the Commercial Operator Lease.

3. AIRPORT ACCESS AND STAGING AREAS: The director shall designate the route and method of ingress and egress to and from airside Airport facilities. Lessee and Lessee's guests, visitors, clients and students must use the route designated by the Director. The Director will designate areas for all staging and parking activities that utilize any Georgetown County Airport public facilities.

Drop Zone Area(s) on Airport — the Lessee may use the drop zone area(s) (Exhibit A), without lease, knowing that the land is leasable and could be leased in the future to Lessee or any tenant or aviation business. It is the responsibility of the Lessee to clear the drop zones at their own expense, maintain the area according to all federal, state, county, airport rules and regulations and Minimum Standards. The Lessee must remove from the site all vegetation and materials and control dust during clearing and maintain dust control for the site or revegetate when terminating the use

6. AIRPORT FACILITIES AND BUILDINGS: Lessee will be authorized to utilize the Georgetown County owned building known as the airport terminal for an office staging area, restrooms, preflight training, and post flight debriefing.

A. This office must remain clean, organized, and maintained in a proper business like manor to allow for other airport users to utilize this facility.

B. The use of this building does not constitute exclusive use, the building will remain available to other users.

C. If Lessee is aware of a large number of jumpers that are projected to be on site for a special event or large jump weekend, Lessee, at its own expense will contract for porta-john temporary restroom facilities.

D. Damages to the Georgetown County owned terminal building and or systems caused by the Lessee, their customers, and or their employees will be at the sole expense of the Lessee.

7. AIRPORT RULES AND REGULATIONS AND MINIMUM STANDARDS: Lessee agrees to abide by and comply with all terms of the Airport rules and regulations (full listing is found in **Georgetown County, SC Code of Ordinances**) and the Airport Grounds Leasehold Policy and Procedure for Georgetown County Airports. Failure to comply with the Airport rules and regulations or minimum standards may result in fines, suspensions or termination of this Lease.

A. Any item, event or action is not specifically listed in the Airport Rules and Regulations that would be considered to project an unfavorable view of the Airport, County or County employees is prohibited.

8. PERMITS AND APPROVALS: Lessee is responsible for obtaining any necessary permits or approvals from any agency having jurisdiction. The Director is acting for the County solely in its proprietary capacity and not in any governmental capacity unless so stated. This Lease does not constitute governmental approval for this use.

9. HOLD HARMLESS: Lessee shall defend, indemnify, save, and keep harmless County, its boards, officers, agents, and employees against all liabilities, judgments, costs, and expenses which may in any way accrue against County as a consequence of the granting of this Lease. Hold harmless agreements will be mailed, emailed or faxed to the airport manager weekly.

10. ASSIGNMENT, TRANSFER AND SUBLETTING: This Lease is non-transferable. Lessee shall not assign or sublet Lessee's right under this Lease.

11. INSURANCE: Lessee agrees to and as an express condition of this Lease and its approval by the County, further at no cost to the County, to obtain and maintain during the entire duration of this Lease, an appropriate insurance policy or policies as specified in the Georgetown County Airport minimum standards for Airport Grounds Leasehold Policy and Procedure for Georgetown County Airports and also insurance coverage for Lessee's commercial operation with a minimum amount of \$1,000,000 per occurrence showing the County as an additional insured. From time to time the Lessee agrees and acknowledges the County may request a copy of the referenced insurance policy showing the County as an additional insured and the Lessee shall provide said copy within 14 days of the request or the County shall have the right to cancel this Lease immediately at the end of the 14 day period.

12. GRANT ASSURANCE, NON-DISCRIMINATION AND COUNTY COVENANTS: Lessee shall comply with the following terms and conditions, which may be modified by County from time to time:

- A. Lessee shall have the right to conduct aeronautical activities as provided for in their Lease and to provide those services to the public provided the Lessee agrees:
 - (1) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users, and
 - (2) To charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration for this Lease agree that:
 - (1) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities,

- (2) That in the construction of any improvements on, over, or under the land and the furnishing of services, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination,
 - (3) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.
- C. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect. That, in the event of breach of any of the preceding nondiscrimination covenants, the director shall have the right to terminate this Lease.
- D. During the time of war or national emergency, the County shall have the right to lease the landing area or any part thereof to the United States Government for military use, and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- E. No right or privilege has been granted which would prevent any person, firm, or business entity operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.
- F. It is understood and agreed that nothing herein contained shall be construed to Grant or authorize the granting of an exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 or for aeronautical activities such as, but not limited to:
- (1) Charter operations;
 - (2) Pilot training;
 - (3) Aircraft rental;
 - (4) Aerial photography;
 - (5) Crop dusting;
 - (6) Sale of aviation petroleum products;
 - (7) Air carrier operations;
 - (8) Aircraft sales, and service incidental thereto;
 - (9) Any other activity, which, because of its direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.
- H. County reserves the right, but not the obligation, in a reasonable and nondiscriminatory manner, to further develop or improve the Airport as it sees fit, regardless of the desires or views of Lessee and without interference or hindrance.
- I. The County shall have the right, but not the obligation, to maintain and keep in repair the landing area of

the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Airport operations in this regard.

- J. All hangars, buildings, properties, vehicles or land leased or operated by Lessee on the Airport, shall be maintained in a clean, attractive, weed-free, well-painted, junk-free condition. If a Lessee has an area where it normally keeps damaged aircraft, aircraft parts, construction fixtures, jigs, barrels, containers, aviation service vehicles, or other unattractive items, Lessee shall enclose such an area with a screen that will hide such area from public view.
- K. The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions together with the right to prevent the erection of any building or other structure on or adjacent to the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
- L. This Lease shall be subordinate to the provisions of any existing or future Lease between the County and the government of the United States, relative to the operation or maintenance of the Airport.
- M. Incorporated into this Lease, by reference and as though set forth herein verbatim, are in accordance with Georgetown County Ordinances and Codes and the Airport rules and regulations. Further, all parties agree to comply with any and all laws and regulations, including those of the FAA, and will not permit the premises covered by this Lease to be used for any unlawful or improper purpose.
- N. Skydiving FBO must obtain a secondary airport Jump Zone within 180 days from the date of this Lease.
- O. This Lease does not constitute approval under FAR Part 105.23(b) for an on-airport Jump Zone, it is a Lease for the location of the business according to the Airport Minimum Standards.
- P. It is a stipulation of the COA for you to have an off site jump zone (alternate) within six months of the issue of the COP. In order to obtain a COP you will have to have a business location on the airport as outlined in the Airport Grounds Leasehold Policy and Procedure for Georgetown County Airports.

13. TERMINATION AND REVOCATION: In the event that Lessee uses the property for any unauthorized purpose or performs any commercial activity on the Airport which is not permitted by this Lease or otherwise violates any of the terms of this Lease, then Director may terminate and revoke this Lease at any time upon 10 days' written notice to Lessee. The Director may terminate or suspend this Lease with no notice during exigent circumstances. Georgetown County may terminate this Lease for cause upon 30 days' written notice. The County may further terminate this Lease without cause upon 180 days written notice. The Lessee can terminate this Lease at anytime with written notice.

14. NOTICES: Any and all notices, requests, consents, approvals or communication that either party desires or is required to give to the other party under this Lease must be in writing and either served personally or sent by prepaid first-class mail and shall be effective from the date of service or mailing. Unless otherwise provided in writing by the parties, the address of the County and the proper party to receive any notices or communication is:

Georgetown County Airport
c/o Public Services Director
Post Office Drawer 421270
Georgetown, SC 29440

and the address of the Lessee is:

SC Skydiving

124 Midway Street
Georgetown, SC 29440

15. WASTE AND HAZARDOUS SUBSTANCES: Lessee shall not commit, or suffer to commit, any waste upon the premises or any nuisance or other act or thing which may disturb the quiet enjoyment of the use of the Airport or the surrounding property. Lessee shall not, and shall ensure that all employees and agents of the Lessee do not, store or dispose of any hazardous materials which are, or during the term of the Lessee become, regulated by any local government authority, by the State of South Carolina, or by the United States government.

16. ENTIRE LEASE: This instrument contains the entire Lease between the parties relating to the rights granted and the obligations assumed. Alterations and modifications may be made by the County from time to time, and will be presented to the Lessee in writing. Such modifications and alterations will become a part of this Lease effective in 30 days after written notice is given.

17. APPEAL: In the event a Lessee desires to appeal a decision made by the Director in conjunction with this Lease, a written appeal shall be provided to the County Administrator within 15 days of that decision. The County Administrator will respond within 30 days, and failure to respond will constitute an approval of the appeal. Lessee may further appeal the decision to County Council, and that appeal shall also be in writing and be provided to the Chair of County Council within 15 days after County Administrator's denial. County

Council decision on the appeal will be considered final. A fee will be required for an appeal to County Council.

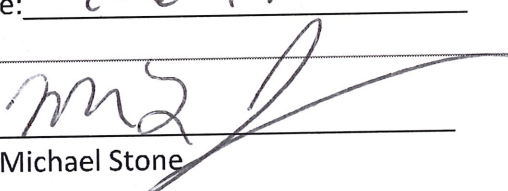
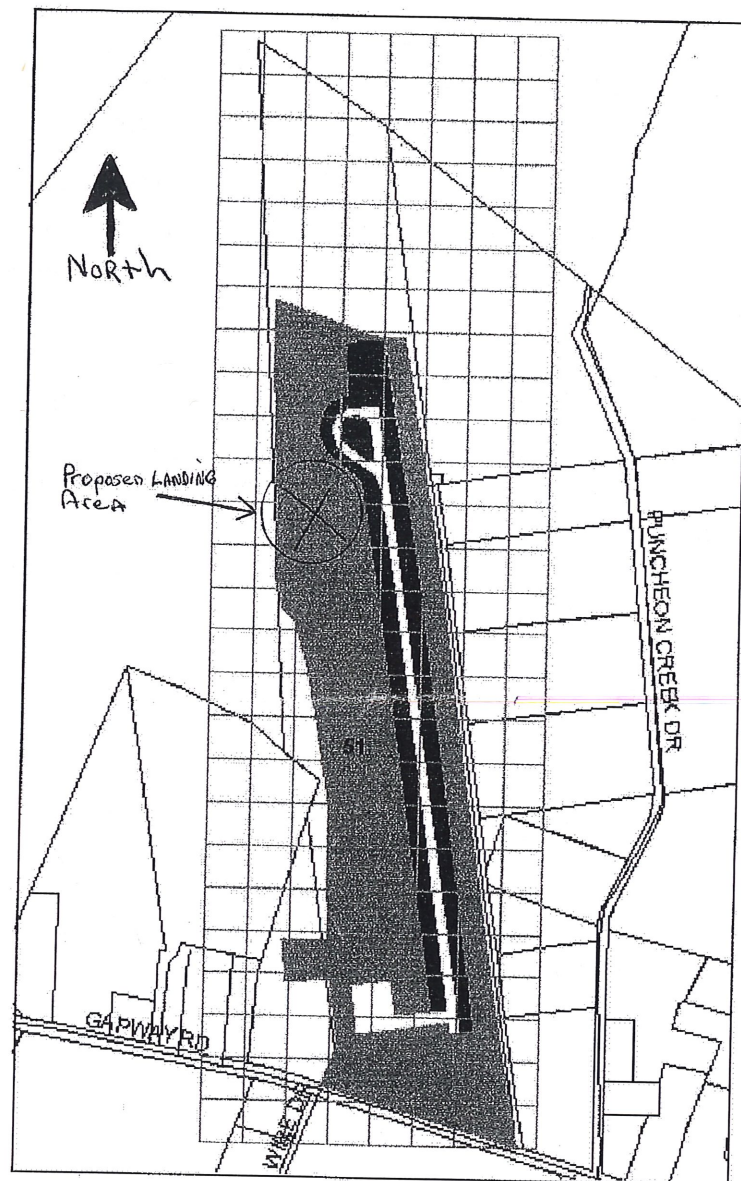
Georgetown County	SC Skydiving
Date: _____	Date: <u>2-6-19</u>
By: _____ Sel Hemingway, County Administrator	By: <u></u> Michael Stone

Exhibit A -- Drop Zones



Andrews Airport

Not drawn to scale 6.30.11

Rules and Regulations Skydiving Operations (6/30/11)

A. NOTAMs

1. NOTAMs will be disseminated locally by the skydiving operator via facsimile a minimum of 24 hours prior to jump activity, to Georgetown County Airport administration and airport businesses. A list of airport businesses will be provided by Airport administration to skydiving operator. Local dissemination must include time of jump, approximate position of jump aircraft, approximate position of jump zone and approximate length of time jumpers will be in the air.
2. If a NOTAM has been issued of greater than seven consecutive days, the skydiving operator will provide as up-to-date information as possible, disseminated locally via facsimile once per day and posted in a prominent location designated by Airport staff.

B. Radio Communications and Aircraft, Jumper Separation

1. The pilot in command of the jump plane will advise (prior to takeoff) the UNICOM operator of the intended jump activity and request any information about air traffic prior to any jump activity. If other aircraft are in the air or about to take off, the jump aircraft will coordinate with them for safety. If a glider tow aircraft and glider are in position to take off on any runway to commence a tow operation, the jump aircraft will hold off exiting jumpers until the tow aircraft and glider are safely away from any jump activity. The determination of "safely away" from any jump activity is under the control of the pilot in command of the jump aircraft.
2. If the glider tow aircraft does not initiate a takeoff roll within three minutes, the pilot in command of the jump aircraft can make a determination that the tow aircraft and glider are "safely away" from any jump operations and commence the jump operation at his discretion.
3. It is required that a radio call on UNICOM/CTAF be made prior to any jumpers exiting the aircraft at the following intervals: five minutes, two minutes, one minute. The transmission must include: approximate position of jump aircraft, approximate position of jump zone, and the approximate time jumpers will be in the air.
4. A radio call is required at the time jumpers are exiting the aircraft. The transmission must include: "jumpers are exiting the aircraft" and the approximate time jumpers will be in the air.
5. A radio call on the UNICOM/CTAF frequency from the pilot in command of the jump aircraft is required at the time jumpers are on the ground. The required transmission is "Georgetown County traffic jumpers are on the ground."

C. Jump Zone/ Safety

1. Skydiving operator will ensure ground safety personnel are located in the drop zone with two-way communication with the jump plane from takeoff until all skydivers are clear of the drop zone. If necessary, ground personnel will delay/cancel any or all drops based on unsafe conditions. Ground safety personnel must have knowledge of local powered and glider operations.
2. At the Airport Manager's discretion, the drop zone can be on the Airport.

Item Number: 12.b
Meeting Date: 2/26/2019
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 19-04 - AN ORDINANCE TO AMEND AND ADOPT SUCH ORDINANCE AS PREVIOUSLY APPROVED BY THE GEORGETOWN COUNTY COUNCIL ON SEPTEMBER 9, 2008 (AS AMENDED) TITLED "AN ORDINANCE TO GOVERN GEORGETOWN COUNTY BOARDS AND COMMISSIONS"

CURRENT STATUS:

First Reading Introduction by Title Only

Item Number: 16.a
Meeting Date: 2/26/2019
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 24th. After

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

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Deferred pending internal review by County Attorney.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-23

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

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

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

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

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

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

Wesley Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

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

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

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

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

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

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

Street Address: 11822 HWY 17 BYPASS

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

Lot / Block / Number: _____

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: _____

Residential Acreage: 0.54

Property Owner of Record:

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

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

Telephone/Fax: 843-357-9888

E-Mail: _____

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

Contact Information:

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

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

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

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-Mail: _____

Signature of Agent/ Date: _____

Signature of Owner /Date: _____

Adjacent Property Owners Information required:

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

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

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

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

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

Submittal requirements: 12 copies of 11 x 17 plans

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

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: _____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s) _____

Submittal requirements:

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



SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: PLEASE SEE ATTACHED

Reason for amendment request: PLEASE SEE ATTACHED

Submittal requirements:

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

SECTION D: SITE PLAN AMENDMENT

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

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

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

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

Tiffany Coleman

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

Follow Up Flag: Follow up
Flag Status: Completed

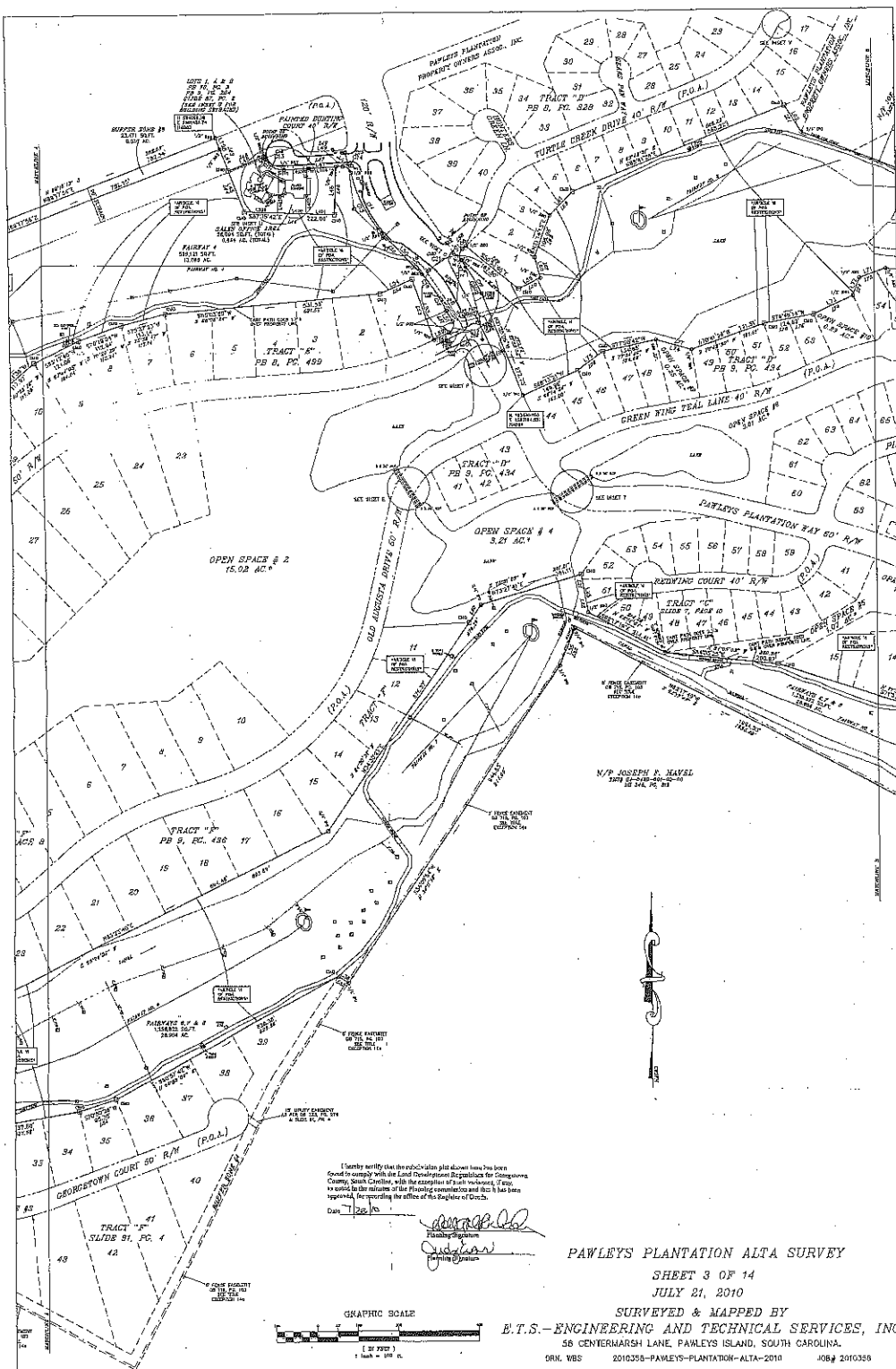
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

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

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





Wetland Delineation of

Pawleys Plantation Phase 2 - Lots 48A & 53A

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

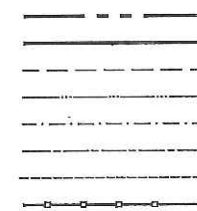
Notes

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

Legend

Line Legend

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



Hatch Legend

Wetland
Waters
Critical Area/Section 10



Symbol Legend

Data Point
Photo Point
Property Corner



Prepared For
Job #
Date

Pawleys Plantation POA
01742-17010
2-22-17

Graphic Scale

100' SCALE IN FEET 0 100'

the
BRIGMAN
COMPANY

wetland consulting - forest management - land surveying

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

Pawleys Plantation
Property Location
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

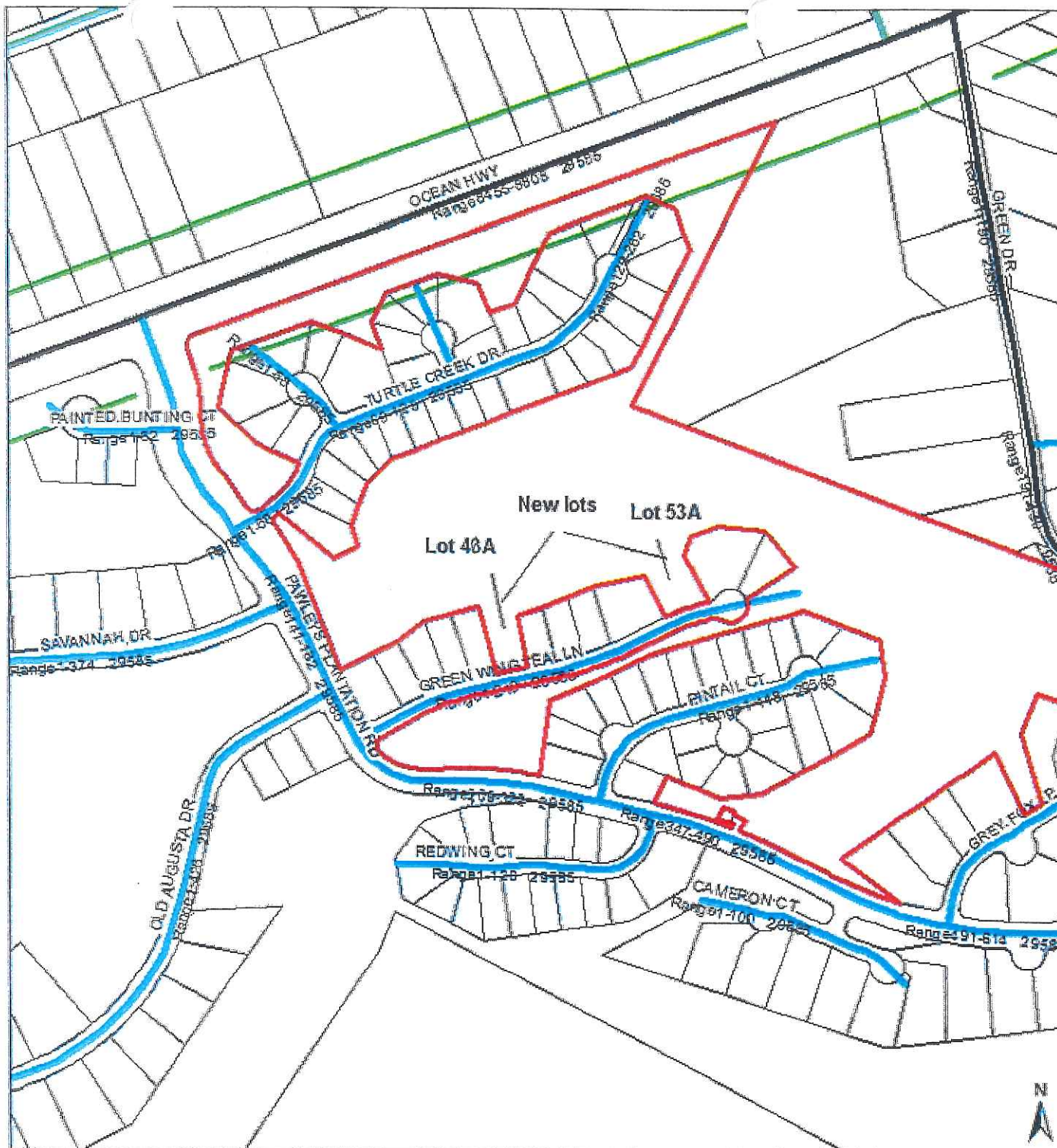
Lot Lines

Railroads

Landmarks

90' setback

Municipalities



0 112.5 225 450 675 900 Feet

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

Pawleys Plantation
Property Aerial
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 112.5 225 450 675 900
Feet

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



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Pawleys Plantation Property Owners Association to amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. The PD is located east of Ocean Hwy approximately 557 feet south of Hagley Drive in Pawleys Island. TMS# 04-0418-014-00-00. Case Number AMPD 6-17-18572.

The Planning Commission will be reviewing this request on **Thursday, August 17, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Tiffany Coleman

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

Follow Up Flag: Follow up
Flag Status: Flagged

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

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

Brenda Logan
62 Turtle Creek Drive
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

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

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

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

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

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

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

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

October 18, 2017

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

Dear Mr. Goggans,

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

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

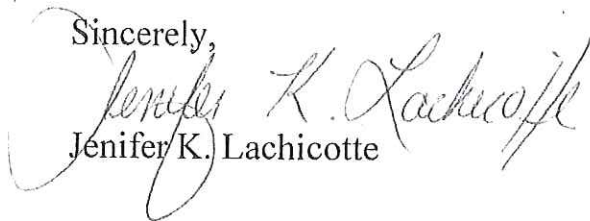
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000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

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

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

You may contact me at jlachicotte@gmail.com or 843-240-9060.

Sincerely,

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

Jenifer K. Lachicotte

October 3, 2017

Dear

Mr. Steve Goggans

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

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

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

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

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

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

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

Paul Noble

Many Thanks

Paul Noble

Lady and Gentlemen,

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

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

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

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

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

NATE FATA, P.A.

ATTORNEY AT LAW

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

VIA EMAIL

December 12, 2017

Holly Richardson
Georgetown County Planning
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

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

Dear Ms. Richardson:

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

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

A. The Application is incomplete and should be denied.

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

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 2

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

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

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

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 3

D. Patio Home Restrictions preclude a home site.

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

2. The proposed modification will exacerbate existing drainage issues.

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

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

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

4. The proposed modification will unnecessarily increase density.

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 4

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

With best regards, I remain

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

the 1990s, the number of people with a diagnosis of schizophrenia has increased in the United Kingdom (Meltzer 1997). The prevalence of schizophrenia in the United Kingdom is estimated to be 1.2% (Meltzer 1997).

There is a growing awareness of the need to improve the lives of people with mental health problems. The United Kingdom has a number of government departments and agencies that are responsible for the care of people with mental health problems. The Department of Health is responsible for the overall policy and strategy for mental health care. The Department of Social Security is responsible for the provision of social security benefits to people with mental health problems. The Department of the Environment is responsible for the provision of housing and other services to people with mental health problems. The Department of Transport is responsible for the provision of transport services to people with mental health problems.

The Department of Health has a number of initiatives to improve the lives of people with mental health problems. The Mental Health Act 1983 was amended in 1995 to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care. The Mental Health Act 1995 was introduced to give people with mental health problems more control over their own care.

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Approved
5/2010

✓ XX
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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 XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

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

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

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

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

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

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2/8/2016
GEORGETOWN

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 – Delegation of Use.

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

ARTICLE XIV

No Partition

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

ARTICLE XV

Financing Provision

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

ARTICLE XVI

Rules and Regulations

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

ARTICLE XVII

Binding Arbitration

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

ARTICLE XVIII

General Provisions

Section 1 – Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

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

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

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

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 12.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase to 15.5 million by 2020, and the number of people aged 75 and over to 8.5 million (Office for National Statistics 2000). The increase in the number of people aged 65 and over is expected to be due to a combination of factors, including a decline in the birth rate, a decline in the death rate, and a decline in the rate of immigration.

The increase in the number of people aged 65 and over is expected to have a significant impact on the UK's health and social care system. The number of people aged 65 and over who are in need of health and social care services is expected to increase significantly in the coming years. This is due to a number of factors, including a decline in the birth rate, a decline in the death rate, and a decline in the rate of immigration.

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From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

(Per Association)
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.









NATE FATA, P.A.
ATTORNEY AT LAW

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

VIA EMAIL

December 12, 2017

Holly Richardson
Georgetown County Planning
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

Re: Jenifer Lachicotte, Lot 48 Green Wing Teal Lane, Pawleys Island, SC

Dear Ms. Richardson:

I represent Jenifer Lachicotte ("Lachicotte") who own Lot 48 in Pawleys Plantation. She purchased her property next to "Open Space" No. 9 in 2016. She objects to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

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

A. The Application is incomplete and should be denied.

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

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

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's

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ATTORNEY AT LAW

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

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

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

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

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ATTORNEY AT LAW

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

2. The proposed modification will exacerbate existing drainage issues.

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

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

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

4. The proposed modification will unnecessarily increase density.

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

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 4

With best regards, I remain

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

COPY

Approved
5/2010

✓ XX
✓ XXII

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

COVENANTS AND RESTRICTIONS

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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 I hereof, and any additions thereto as are or shall become subject to this Second Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Second Amended Declaration.

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

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

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

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

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

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

COVENANTS AND RESTRICTIONS

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2/8/2016
GEORGETOWN

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 -- Delegation of Use.

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

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

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

- (a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;
- (b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and
- (c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

ARTICLE XIV

No Partition

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

ARTICLE XV

Financing Provision

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

ARTICLE XVI

Rules and Regulations

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

ARTICLE XVII

Binding Arbitration

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

ARTICLE XVIII

General Provisions

Section 1 – Severability. Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

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

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

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

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation

Table 1. Mean (SD) age, height, weight, and body mass index (BMI) of the 100 children in the study

Measure	Mean (SD)
Age (years)	10.2 (0.5)
Height (cm)	145.2 (10.1)
Weight (kg)	38.5 (10.2)
BMI (kg m ⁻²)	18.6 (3.2)

Table 2. Mean (SD) age, height, weight, and body mass index (BMI) of the 100 children in the study, stratified by gender

Measure	Boys (n = 50)	Girls (n = 50)
Age (years)	10.2 (0.5)	10.2 (0.5)
Height (cm)	146.5 (10.2)	143.9 (10.0)
Weight (kg)	39.8 (10.5)	37.2 (9.9)
BMI (kg m ⁻²)	18.9 (3.3)	18.3 (3.1)

height, weight, and BMI were significantly higher in the obese group than in the non-obese group (Table 1). The mean age of the children in the study was 10.2 years (SD 0.5).

The mean age, height, weight, and BMI of the 100 children in the study, stratified by gender, are shown in Table 2. There were no significant differences between the boys and girls in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 3. There were no significant differences between the children in the different BMI groups in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 4. There were no significant differences between the children in the different BMI groups in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 5. There were no significant differences between the children in the different BMI groups in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 6. There were no significant differences between the children in the different BMI groups in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 7. There were no significant differences between the children in the different BMI groups in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 8. There were no significant differences between the children in the different BMI groups in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 9. There were no significant differences between the children in the different BMI groups in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 10. There were no significant differences between the children in the different BMI groups in any of the measures.

The mean age, height, weight, and BMI of the 100 children in the study, stratified by BMI, are shown in Table 11. There were no significant differences between the children in the different BMI groups in any of the measures.

From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

(Perthiawing)
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.







