

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: Vacant
District 6: Steve Goggans
District 7: Louis R. Morant



County Administrator
Sel Hemingway

County Attorney
Wesley P. Bryant

Clerk to Council
Theresa E. Floyd

June 25, 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**
 - 4.a Special Recognition - Ms. Ethel B. Bellamy**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - May 28, 2019**
- 6. CONSENT AGENDA**
 - 6.a Procurement #19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck**
 - 6.b Procurement #18-056, Pick Up and Recycling of Waste Tires REVISED**
 - 6.c Procurement #19-038, (2) Chevrolet Tahoes for K-9 Unit**
 - 6.d Procurement #19-027, Professional Exterminating and Pest Control Services, Term Agreement**
 - 6.e Procurement #19-031, Georgetown County Roof Replacements & Repairs**
 - 6.f Procurement #18-043, Change Order #3, West Drainage Improvements Phase 2**
- 7. PUBLIC HEARINGS**
 - 7.a Ordinance No. 19-12 - To Amend the FY 2018/19 Operating Budget of Georgetown County**
 - 7.b Ordinance No. 19-15 - An Ordinance to Declare as Surplus Two**

Tracts of Property Owned by Georgetown County, identified as TMS 03-0419-005-01-00 located at 9174 Pleasant Hill Road, and TMS 05-0025-024-01-00 located at 1623 Gilbert Street, and further to authorize the County Administrator to sell the properties in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

8.a Forestry Board

9. RESOLUTIONS / PROCLAMATIONS

9.a Proclamation 19-08 - In celebration of "Gullah/Geechee Nation Appreciation Week", July 27 - August 4, 2019.

10. THIRD READING OF ORDINANCES

10.a Ordinance No. 19-11 – An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2019, and Ending June 30, 2020; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

10.b Ordinance No. 19-12 - To Amend the FY 2018/19 Operating Budget of Georgetown County

11. SECOND READING OF ORDINANCES

11.a Ordinance No. 19-13 - To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of approximately 7.8 acres located on Martin Luther King Drive, further identified as TMS #04-0203-114-00-00 and TMS #04-0203-114-01-00 from Medium Density Residential to Transitional.

11.b Ordinance 19-14 - An Ordinance to rezone approximately 5 acres located off Martin Luther King Drive in Pawleys Island, further identified as TMS #04-0203-114-00-00, from Neighborhood Commercial (NC) to Flexible Design District (FDD) to allow for a golf cart storage and maintenance facility plus RV/boat storage.

11.c Ordinance No. 19-15 - An Ordinance to Declare as Surplus Two Tracts of Property Owned by Georgetown County, identified as TMS 03-0419-005-01-00 located at 9174 Pleasant Hill Road, and TMS 05-0025-024-01-00 located at 1623 Gilbert Street, and further to authorize the County Administrator to sell the properties in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.

12. FIRST READING OF ORDINANCES

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Renewal of Memorandum of Understanding with Georgetown County Chamber of Commerce, and Approval of Annual Tourism

Marketing Budget

15.b Belin United Methodist Church - Property Lease

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.

16.b Ordinance No. 19-10 - To amend Article XI, Off Street Parking, Section 1103.4, Landscaping, Article XII Buffer Requirements, Section 1203, Buffering within Parking Areas; and Article XXI Designated Overlay Zones, Section 2100-404 of the Zoning Ordinance of Georgetown, South Carolina regarding Landscaping in Interior Parking Lots (County Council remanded matter back to Planning Commission on 4/23)

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Personnel

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 6/25/2019
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - May 28, 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 of 5/28/19	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, May 28, 2019, at 5:30 PM in County Council Chambers located in the historic Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

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

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

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

Chairman John Thomas called the meeting to order. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance. Councilmember Austin Beard resigned from his seat representing Council District 5, effective May 15, 2019, therefore only six members of County Council were in attendance during this meeting.

APPROVAL OF AGENDA:

Councilmember Ron Charlton made a motion to approve the meeting agenda. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion on the motion.

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

PUBLIC COMMENTS:

Richard Malcolm

Mr. Malcolm addressed County Council regarding several ongoing problems in the Bayfield neighborhood where he is a resident. He provided photos of a county owned drainage retention pond (a standalone pond not fed by any other source). He said the pond is overgrown with duck weed, which must be chemically treated, but is not maintained by the county due to a "lack of funds". Mr. Malcolm said this appears somewhat "hypocritical" considering the county sets and enforces the guidelines developers must follow pertaining to retention ponds. Other areas of concern include overgrown drainage ditches, potholes, and road signs that are faded, crooked, and placed incorrectly. He asked County Council to direct Public Works to provide the services necessary to correct these problems, and said that the neighborhood is willing to "partner" with the county in resolving these matters.

Chairman John Thomas stated that he would be in contact with Mr. Malcolm within the next several days regarding the problems he outlined tonight.

Adam Wiseman

Mr. Wiseman spoke regarding the public boat landing adjacent to his business in Murrells Inlet. There are commercial activities going on there, including commercial charter boats loading and unloading passengers. He said that Chapter 6 of the Georgetown County Code of Ordinances prohibits commercial

activities at public boat landings, yet he was told the ordinance is not “enforceable”. Many of these charter boats come to Georgetown County from Horry County and their patrons utilize the parking lot of Mr. Wiseman’s business, which is costing him money.

Fred Williams

Mr. Williams spoke on behalf of the West End Citizens Council regarding the lack of goods and services provided to that area as opposed to other areas of the county. He said that the county has several capital improvement projects “in the works” and questioned what the plans are for the west end community within the current budget. Residents of that area are taxpayers too, and would like to meet with County Council, and have made previous attempts to initiate discussions. He asked how County Council can expect to govern if they do not know the people’s concerns. Mr. Williams speculated that some members of Council had never visited the west end area at all.

Wesley Gibson

Mr. Gibson said he took exception to a recent newspaper article referencing that he (Mr. Gibson) “spoke again” during a council meeting. Mr. Gibson stated that during all of his previous comments to County Council he has spoken with substance. If the citizens did not speak up, nothing would happen. He noted that there is now an empty seat on County Council because the citizens “spoke up”. Mr. Gibson also expressed concerns regarding the Parks & Recreation Director’s salary level, and salary increases over the past ten years. He said Parks & Recreation staff are “out of touch” with the County’s demographics. He pointed out that there was only one black family at a recent fishing event hosted at 8 Oaks Park, because staff do not take into account that people don’t have transportation. An upcoming camping event hosted by the department is free, but requires participants to bring their own camping gear and other supplies, which is a costly investment. He questioned what happened to the feasibility study for an aquatic center, and asked when the decision was made to build a new jail instead? Mr. Gibson said he would continue speaking up for needed “change”.

Marvin Neal

Mr. Neal said he did not intend to speak tonight, but felt it was necessary to refute the distasteful comments made by Georgetown County Auditor, Brian Shult, during the last County Council meeting. Mr. Neal said that he had a problem with Mr. Shult’s comments regarding the NAACP’s recent action pertaining to Council District 5, and his referral to former Councilmember Austin Beard as an “honorable man”. Mr. Neal stated that Austin Beard filed to run as the representative of Council District 5, in Andrews, but Mr. Beard was a resident of Council District 4, and living in Georgetown. Mr. Neal stated that honorable people tell the truth, and honorable people don’t resign without reason.

Marilyn Hemingway

Ms. Hemingway stated that according to *The History of Georgetown County, South Carolina* by George Rogers, Georgetown began as an aristocratic society of vastly rich white families living in manorial splendor on the labor of Negro slaves. She said unfortunately remnants of the past still exist. The wildest dream of her ancestors was for her to have the right to speak her voice without repercussion, to protest and hold elected officials to their oath of office. Yet, during the last Council meeting “a self-righteousness white male with patriarchal anger stood here and attempted to re-write history because his friend was held accountable for his actions”. She said, for the record, a diverse group of persons came together through research of public information, while following the law, and an elected official was held accountable. She said as long as there are engaged citizens, all will be held accountable for their votes and actions, whether being removed from office now, or at the time of the next election.

Will Moody

Mr. Moody advised Council members that he was present to request authorization for the placement of a proposed security gate at the Browns Ferry River Park Subdivision, and would be available during the meeting if County Council had questions pertaining to this project.

Ragean Beattie

Ms. Beattie stated that she resides with her husband on the southern end of Georgetown County at Hopsewee Plantation. She spoke in support of the Opticom System, which will make EMS response time faster, and urged County Council to support this proposal.

MINUTES:

Budget Work Session – April 30, 2019

Councilmember Ron Charlton moved to approve the minutes of the April 30, 2019 budget work session. Councilmember Steve Goggans seconded the motion. Chairman John Thomas called for discussion, and there was none.

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

Budget Work Session – May 7, 2019

Councilmember Ron Charlton moved for the approval of minutes for the May 7, 2019 budget work session. Councilmember Steve Goggans offered a second. There was no discussion on the motion.

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

Regular Council Session – May 14, 2019

Councilmember Ron Charlton moved to approve the minutes of the regular council meeting held on May 14, 2019. Councilmember Steve Goggans seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

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

First Amendment to Option Agreement between Georgetown County Airport & Insurance Auto Auctions Corporation – County Council approved a First Amendment to an Option Agreement between Georgetown County (Airport) and Insurance Auto Auctions Corporation, to begin in January 2020 and continuing through December 2021.

Procurement #19-005, 911 Phone System Upgrade and Extended Warranty – County Council authorized the purchase of new equipment for the 911 Phone System with extended support services from Frontier

Communications in the amount of \$376,333.79 (the cost of which to be reimbursed at a minimum of 80% by State 911 Funds).

Procurement # 18-073, Water Truck for Landfill – County Council authorized procurement of a 2001 Mack Water Tanker Truck from Hydroforce Inc. of Taylorsville, NC, in the amount of \$73,365.00, for dust suppression at the landfill.

PUBLIC HEARINGS

Ordinance No. 19-11

County Council held a public hearing on Ordinance No. 19-11, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2019, and Ending June 30, 2020; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. No individual came forward to speak for, or against Ordinance No. 19-11, and Chairman John Thomas ordered the public hearing closed.

ORDINANCES-Third Reading

No reports.

ORDINANCES-Second Reading:

Ordinance No. 19-11

A presentation was made by Scott Proctor, Georgetown County Finance Director, pertaining to the proposed FY20 operating budget for Georgetown County. Discussion ensued, and Mr. Proctor along with County Administrator, Sel Hemingway, responded to questions from members of County Council.

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 19-11, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2019, and Ending June 30, 2020; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. Councilmember Louis Morant seconded the motion. Chairman John Thomas called for discussion.

Councilmember Louis Morant moved to amend Ordinance No. 19-11 to incorporate proposed text, as the ordinance was introduced at first reading by title only. Councilmember Steve Goggans offered a second on the amendment. There was no further discussion.

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

A vote on the main motion was as follows:

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

Ordinance No. 19-12

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 19-12, an Ordinance to Amend the FY18/19 Operating Budget of Georgetown County. Councilmember Everett Carolina seconded the motion. Chairman Thomas called for discussion.

Councilmember Steve Goggans moved to amend Ordinance No. 19-12 in order to incorporate proposed text, as Ordinance No. 19-12 was introduced at first reading by title only. Councilmember Lille Jean Johnson offered a second on the amended motion. There was no further discussion, and the Chairman called for the vote.

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

A vote on the main motion was as follows:

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

ORDINANCES-First Reading:

Ordinance No. 19-13 - To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of approximately 7.8 acres located on Martin Luther King Drive, further identified as TMS #04-0203-114-00-00 and TMS #04-0203-114-01-00 from Medium Density Residential to Transitional.

Ordinance 19-14 - To rezone approximately 5 acres off of Martin Luther King Drive in Pawleys Island, TMS #04-0203-114-00-00, from Neighborhood Commercial (NC) to a Flexible Design District (FDD) to allow for a golf cart storage and maintenance facility plus RV/boat storage.

Ordinance No. 19-15 - An Ordinance to Declare as Surplus Two Tracts of Property Owned by Georgetown County, and to Authorize the County Administrator to Sell the Properties in the Manner as Prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.

BIDS:

No reports.

REPORTS TO COUNCIL:

Browns Ferry River Park Subdivision – Request for Security Gate

Councilmember Ron Charlton moved to authorize the placement of a security gate at the Browns Ferry River Park Subdivision Project, consisting of five lots, located on Black River on the west side of Browns Ferry Road (TMS 02-1001-002-06-01). Councilmember Everett Carolina offered a second on the motion. Upon a call for discussion on the motion from Chairman John Thomas, there was none.

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

Prior to moving forward with the meeting agenda, Councilmember Everett Carolina voiced concerns regarding specific issues brought up by citizens previously during the meeting. He said County Council needs to address the matters brought up tonight by Mr. Malcolm and Mr. Wiseman, as well as a long list of other citizen concerns including: the need for rural transportation, requests for an aquatic center, the use of repurposed asphalt, Georgetown County's ordinance pertaining to residency, and the need for increased law enforcement presence in the rural districts. Councilmember Carolina made a motion that

County Council schedule a meeting and/or committee meetings specifically to address these issues. Chairman Thomas noted that these matters were not included on tonight's agenda. He suggested that he and Councilmember Carolina sit down to further discuss these matters, and he would consider assignment to standing committees as necessary.

Councilmember Lillie Jean Johnson noted that as follow-up to a request made during the previous Council meeting, she did call the President of the West End Citizens Committee. He said he would get back to her, however, she did not hear from him. Chairman Thomas said that he would also be glad to have further discussion pertaining to that matter as well.

DEFERRED:

Ordinance No. 2017-23

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

Ordinance No. 19-10

County Council did not take action on Ordinance No. 19-10, an ordinance to amend Article XI, Off Street Parking, Section 1103.4, Landscaping, Article XII Buffer Requirements, Section 1203, Buffering within Parking Areas; and Article XXI Designated Overlay Zones, Section 2100-404 of the Zoning Ordinance of Georgetown, South Carolina regarding Landscaping in Interior Parking Lots.

EXECUTIVE SESSION:

A motion was made by Councilmember Ron Charlton, and seconded by Chairman Thomas, to move into Executive Session in order to discuss a personnel matter. Upon a call for discussion on the motion, there was none.

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

County Council moved into Executive Session at 6:37 PM.

OPEN SESSION:

As Open Session resumed at 7:18 PM. Chairman Thomas stated that County Council discussed a personnel matter during Executive Session. No decisions were made, nor were any votes taken by County Council during that time.

Being no further business to come before County Council, the Chairman adjourned the meeting.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 6/25/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck

CURRENT STATUS:

This is for the replacement of the 2001 Ford F365 for Vehicle Maintenance that is scheduled for replacement in the FY19 CERP listing.

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 two (2) bids received:

- 1) Altec Industries, Inc. of Birmingham, AL @ \$74,719.00;
- 2) Ginn Chrysler Jeep Dodge, LLC of Covington, GA @ \$70,473.95;

FINANCIAL IMPACT:

Original funding for this new unit was \$50,000. However, a budget transfer was done to cover the shortfall and thus this purchase is now fully funded in GL Account Number 499.151-50713.

OPTIONS:

- 1) Award a Purchase Order to Ginn Chrysler Jeep Dodge, LLC for \$70,473.95 plus any applicable taxes.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

On May 29, 2019, Georgetown County Fleet Management received the two bid submission for Bid #19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck. Both bids were found to meet the minimum requirements. Award is recommended to the low bidder, Ginn Chrysler at the bid submittal price of \$70,473.95 plus any applicable taxes.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Procurement Solicitation Approval Form	Cover Memo
<input type="checkbox"/> Public Bid Opening & Tabulation	Cover Memo
<input type="checkbox"/> Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
<input type="checkbox"/> DRAFT of PO#2019-00000603	Cover Memo

	YES [√]	NO [√]	EXCEPTION (Specify)
Service Truck 4x2			
Dodge 4500, 2 dr "Brand Name or Equal"			
6.4L or comparable Gasoline engine			
Automatic transmission			
Exterior: White			
Interior: Gray Vinyl interior			
Utility Body			
Manufacturer: Knapheide, Model: 6108D54			
All tool boxes lockable with single key			
Body:			
(1) Air hose reel 50-ft ½-inch			
(1) Air hose reel 50-ft ¾-inch			
Both front compartments to have steel drawers in them			
Torch Kit mounting in bed			
PTO Crane :			
4000 LB with wired remote control			
Manual outriggers for crane			
PTO Driven Air Compressor:			
CFM/PSI: 30CFM at 175 psi			
60 gallon air tank			
Dodge 4500 Tradesman			
Engine: 6.4L V8 Gasoline			
Trans: Automatic with PTO			
GVWR: 16,500			
Gear Ratio: 4.44 limited slip			
Suspension: Spring			
Brakes: Hydraulic			
:4 wheel ABS			
CA: 60 inches			
Tires: 225/70R/19.5			
Vinyl seats			
Air Conditioning			
Cruise Control			
Tilt Steering Wheel			
Clock			
Power Steering			
Airbags: Driver & Passenger			
Intermittent Wipers			
AM/FM Radio			
Vinyl Interior Surface			
Trailer Tow Package with electronic trailer brake module			
Class 5 trailer hitch			
Tow Hooks front and rear			
LED amber warning light bar			
LED 4 corner strobe amber			

Nancy Silver

From: Karis Langston
Sent: Thursday, May 30, 2019 5:30 PM
To: Ray C. Funnye; Janet Combs; Nancy Silver
Cc: Ann Puckett; Pamela Bassetti
Subject: RE: Attached: Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck Recommendation Memo

Sel has approved this transfer and it is entered into the system.

Karis Langston
Georgetown County Budget/Financial Analyst
129 Screven Street
Post Office Box 421270
Georgetown, SC 29440
(843)545-3069
klangston@gtcounty.org

From: Ray C. Funnye
Sent: Thursday, May 30, 2019 4:31 PM
To: Janet Combs <jcombs@gtcounty.org>; Nancy Silver <nsilver@gtcounty.org>; Karis Langston <klangston@gtcounty.org>
Cc: Ann Puckett <apuckett@gtcounty.org>; Pamela Bassetti <pbassetti@gtcounty.org>
Subject: RE: Attached: Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck Recommendation Memo

Nancy
Karis agreed last evening to transfer funds (\$21,000) into the account to make the difference .
Ray

From: Janet Combs
Sent: Thursday, May 30, 2019 1:13 PM
To: Nancy Silver
Cc: Ray C. Funnye; Ann Puckett; Pamela Bassetti
Subject: RE: Attached: Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck Recommendation Memo
Importance: High

Hi Nancy, I will check with Ray when he is available, but I believe a transfer of funds has been arranged with Karis. I will get right back to you! Janet

From: Nancy Silver
Sent: Thursday, May 30, 2019 12:46 PM
To: Janet Combs
Cc: Ray C. Funnye; Ann Puckett; Pamela Bassetti
Subject: RE: Attached: Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck Recommendation Memo
Importance: High

Good Afternoon,

Thank you for the quick recommendation response. However, since this only had a budget of \$50,000 (see attached), can you please advise where the additional funds will be coming from?

Thanks,

~Nancy

From: Janet Combs

Sent: Thursday, May 30, 2019 9:44 AM

To: Purchasing <Purchasing@gtcounty.org>

Cc: Ray C. Funnye <rcfunnye@gtcounty.org>

Subject: Attached: Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck Recommendation Memo

Importance: High

Dear Purchasing,

Please find attached the above referenced Bid Recommendation memo.

Just let me know if I can be of further help—

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



No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7161 / Virus Database: 4793/15884 - Release Date: 08/14/18

Internal Virus Database is out of date.



Public Bid Opening Tabulation
Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or
Equivalent Service Truck

Wednesday, May 29, 2019 at 3:30 PM Eastern NIST

<u>OFFEROR</u>	<u>TOTAL Delivered Bid</u> <u>Cost</u> (Pg. 29, Item 4)	<u>Comments</u>
Ginn Chrysler	\$ 70,473 ⁹⁵	
Altec Industries, Inc. //	\$ 74,719 ⁰⁰	
	\$	
	\$	
	\$	
	\$	
	\$	


OPENED BY:

WITNESS:



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

Memorandum

To: Nancy Silver
From:  Ray C. Funnye
File #: 316.16
Date: May 30, 2019
Re: Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck

On May 29, 2019, Georgetown County Fleet Management received two (2) submissions for Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck, from Ginn Chrysler and Altec Industries, Inc. Both bids were found to meet the minimum requirements.

Ginn Chrysler was the low bidder, with a price of \$70,473.95. The competitive bid from Altec Industries came in at \$74,719.00.

Based on the aforementioned, I hereby recommend that the award of Bid# 19-022 Rebid, New/Used Dodge RAM 4500 Tradesman or Equivalent Service Truck, to Ginn Chrysler, in the amount of \$70,473.95.



DRAFT

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

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

Purchase Order
 No. 2019-00000603

 06/07/19

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

Vendor 1133184 GINN CHRYSLER JEEP DODGE, LLC

Contact
 GINN CHRYSLER JEEP DODGE, LLC
 5190 HIGHWAY 278 NE
 COVINGTON, GA 30014

Deliver by 03/20/20
Ship Via VEND
Freight Terms
Originator Ann Puckett
Resolution Number BID #19-022
Invoice Terms

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
70473.9500	\$/US	VEHICLE, AUTO/TRUCK		\$1.0000	\$70,473.95
<i>Item Description</i> 2019 DODGE RAM 4500 TRADESMAN PER BID					
<i>Detail Description</i> INCLUDES DELIVERY, INFRASTRUCTURE FEE AND UPFIT OF KNAPHEIDE SERVICE BODY PER QUOTE MP0001					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.151-50713 (Autos & Trucks)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	6/6/2019	Sharon Moultrie
2	Dept Head/Director	6/6/2019	Ray Funnye
3	Purchasing	6/7/2019	Nancy Silver

Subtotal \$70,473.95
Sales Tax \$0.00

Total Due \$70,473.95

SIGNATURE

SIGNATURE

Special Instructions

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

Item Number: 6.b
Meeting Date: 6/25/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-056, Pick Up and Recycling of Waste Tires REVISED

CURRENT STATUS:

The County entered into an agreement for the provision of Pick Up and Recycling of Waste Tires with Made to Last Straw, LLC on February 25, 2019 after going through the bidding process. We were notified on 5/22/2019 by the vendor that they were going to be closing operations permanently on 5/24/2019. The County has sought an emergency procurement during the interim period until a new contract can be approved. The County now seeks approval of the new recommended vendor and second lowest bidder for these services.

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) responses received. The three (3) original responses received were as follows:

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

Add Alternate#1 : Georgetown County to load tires:

- 1) Made to Last Straw: \$110/ton
- 2) Envirogreen Holdings: \$115/ton for passenger & truck tires & \$225/ton for Off Road tires.
- 3) U.S. Tire Recycling: No price change.

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

FINANCIAL IMPACT:

Funding will be in 502.305-50484 with \$152,000 for FY20. The projections are within the funded budget.

OPTIONS:

- 1) Award a new service agreement to Envirogreen Holdings Group, Inc.
- 2) Decline to award an agreement.

STAFF RECOMMENDATIONS:

The bid proposals received were reviewed by the Public Services Department. Initial review of the low bidder awarded this contract to Made to Last Straw, LLC. They closed suddenly with a two (2)

day notice to the County and are no longer approved tire recyclers by SC DHEC. To provide continuity of service we are seeking to obtain the services of the second low bidder, Envirogreen Holdings LLC of St. Stephen, SC. Recommendation is based upon analysis of pricing options, alternative bid #1 that Georgetown County will load all tires, and review of comments from provided by references. Envirogreen offered the second best pricing, quality and will be able to provide the needed service and remain within the budgetary requirements. Therefore, Staff recommends the new contract be awarded to Envirogreen Holdings LLC.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ Procurement Solicitation Approval Form	Cover Memo
▢ Public Bid Opening Tabulation	Cover Memo
▢ Justification for Emergency Procurement	Cover Memo
▢ Email from Made to Last Straw stating close of business	Cover Memo
▢ Revised Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



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

Procurement for: Pick-up and Recycling of Waste Tires

Department: Public Services - Environmental Services

Budgeted: YES NO

Budgeted/Estimated Cost: \$150,000.00 FY 2019

Funds Available: YES NO Pending Budget Approval
 Cash Purchase
 Municipal Lease/Purchase Financing (-YR)

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

Is grant money involved in this procurement? YES NO

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

Grant Approval Attached : YES NO

Ray D. Williams

11/28/2018

Department Director/Elected Official

Date

Pamela Bassetti

12/13/18

Purchasing

Date

Scott C. Proctor

12/14/18

Finance Director

Date

[Signature]

12/18/18

County Administrator

Date



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

Company Name	Passenger Tires \$/ton	Truck Tires \$/ton	Off Road Tires \$/ton	All Surcharges including fuel \$/ per ton	Add/Alternate Bid Item #1	Comments
Made to Last Straw	\$ 135	\$ 135	\$ 250 ⁰⁰	\$ 135 ⁰⁰ /ton this is A+B all in	\$ 110 ⁰⁰	
Enviro Green Holdings Group	\$ 125 ⁰⁰ 125⁰⁰	\$ 150 ⁰⁰	\$ 250 ⁰⁰	None	\$ 115 ⁰⁰	
U.S. Tire Recycling //AR	\$ 155 ⁰⁰	\$ 155 ⁰⁰	\$ 155 ⁰⁰	0.20/lb surcharge		w/6' town Loading
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	

Opened by: Pamela Bassette
 Date 1/2/2019

Witness Ann G. Puckett
 Date 1/2/19



Georgetown County, SC

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Georgetown County proposes to procure Tire Recycling and Disposal Services

_____ (1)

as an emergency procurement from Envirogreen Holdings LLC

_____ (2)

based upon the following justification from Ordinance 2008-09:

Notwithstanding any other provisions of this Ordinance, the Purchasing Officer may make or authorize, subject to the approval of the County Administrator, others to make emergency procurements of supplies, services or construction items when there exists a threat to the functioning of Georgetown County government; such as, the preservation or protection of property, or the health, welfare or safety of any person provided that such emergency procurements shall be made with such competition as is practicable under the circumstances as soon as practicable. A written determination of the basis for the emergency and for the selection of the particular contractor shall be made and shall set forth the contractor's name, amount, and a listing of the item(s) procured under the contract.

Specify: prior vendor went out of business with only 2 days notice. This emergency procurement will allow continuity of service through the end of the Fiscal Year until contract approvals are completed

_____ (3)

Budgeted Funds: -YES -NO Amount: 40,000

G/L Account Number: 502.305-50484 Department: Public
Services - Environmental Services

Submitted by: Michelle LaRocco Date: 5/31/19

Department Director: [Signature] Date: 5.31.19

Purchasing Approval: [Signature] Date: 6/3/19

County Administrator Approval: [Signature] Date: 6/3/19

Nancy Silver

From: Michelle LaRocco
Sent: Monday, June 03, 2019 12:17 PM
To: Nancy Silver
Subject: FW: Bid # 18-056

Michelle LaRocco
Georgetown County
Environmental Services Division Manager
Department of Public Services
(843) 545.3449 phone
mlarocco@gtcounty.org

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From: Pamela Bassetti
Sent: Tuesday, May 28, 2019 3:36 PM
To: Michelle LaRocco <mlarocco@gtcounty.org>
Subject: FW: Bid # 18-056

Please see below

From: johnliu@envirogreenus.com [<mailto:johnliu@envirogreenus.com>]
Sent: Tuesday, May 28, 2019 3:18 PM
To: Pamela Bassetti
Cc: Joe Yao (EHG)
Subject: RE: Bid # 18-056

Ms. Bassetti,

Please refer to the reply in blue font below and let me know your comments.

Thank you,

John Liu
EnviroGreen Holdings Group Inc
Work: 843-749-1480
Cell: 703-678-6836

From: Pamela Bassetti <pbassetti@gtcounty.org>
Sent: Tuesday, May 28, 2019 1:37 PM
To: 'joe.vhg@gmail.com' <joe.vhg@gmail.com>
Subject: FW: Bid # 18-056

Mr. Liu,

I am writing in regards to the bid submittal that you proposed for Bid # 19-056 for the recycling of the tires for the land fill.

A few questions:

Is you quote still valid at this time? **Yes, the quote is still valid.**

We are looking at the Alternate # 1 that Georgetown County will load all tires. Envirogreen Holdings cost was \$115 /ton. Is that cost the same for all passenger, truck and off road tires? Also when could be your start date? Please advise

No, in Alternate # 1, the \$115/ton is for Passenger and Truck Tires, and the cost for Off Road Tires is \$225/ton.

If we reach an agreement, the commencement date can be from June 1, 2019.

Thank you
Pam

Pamela Bassetti
Senior Buyer
Georgetown County Purchasing Dept.
PH: 843-545-3082
FAX: 843-545-3500





MANDATORY BID SUBMITTAL FORM

Bid #18-056

Pick-Up and Recycling of Waste Tires

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

1) Company Name of Bidder: Envirogreen Holdings Group, Inc.

2) Price per ton (1 ton = 2000 pounds) collection, hauling and disposal/processing of waste tires:

- a) Passenger Tires: \$ 125 /Ton
- b) Truck Tires: \$ 150 /Ton
- c) Off Road Tires: \$ 250 /Ton
- d) All surcharges including fuel \$ N/A per _____

3) Distance in miles from Hauler/Disposer to the Georgetown County Landfill at 201 Landfill Road (off Browns Ferry Road/SC51) in Georgetown County, SC 29440 56.8 miles

4) Name of SCDHEC permitted hauler: Envirogreen Holdings Group, Inc.

5) SCDHEC Registration Number: WTH-00465

6) Provided a current copy of the haulers SCDHEC permit with the bid? Yes No

7) **ADD/ALTERNATE BID ITEM #1:**

Total Cost if Georgetown County were to load the tires.
(As Described in Section 4)

\$ 115 / TON

8) List facility and location at which tires will be processed Envirogreen Holdings Group, Inc, 315 Ravenell Drive, St Stephen, SC 29479

9) SCDHEC Facility Permit Number: TIRE-00041

10) Disposal Process (Describe): Collect used tires, shred into TDF and resell

to TDF users.

11) Final Disposition of Tires (Describe): Paper mill, Cement kiln

12) Provided a current copy of the SCDHEC facility permit with the bid or if the facility is outside South Carolina, documentation that the facility is an approved SCDHEC waste tire facility?

Yes No

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

14) Number of days for Mobilization after Notice to Proceed (NTP): 1 - 2 days

15) Contact Address: 315 Ravenell Drive, St. Stephen, SC
29479

16) Contact Person John Liu

17) Telephone Number 843-749-1480 Fax Number 843-749-1481

18) E-Mail address johnliu@envirogreenus.com

19) Remittance Address: 315 Ravenell Drive, St. Stephen,
SC 29479

20) Accounting Contact Joe Yao

21) Telephone Number 843-749-1480 Fax Number 843-749-1481

22) E-Mail address joeyao@envirogreenus.com

23) FEIN or Social Security Number: 81-1302850

24) Customer References: Submit no less than three (3) firms at which the bidder provides services similar in scope and nature to the Work required by this RFP:

Entity Name:	<u>Piedmont Truck & Tires</u>
Contact:	<u>John Blanchard</u>
Title:	<u>General Manager</u>

Street:	286 Thorpe Road
City, State & Zip:	Summerville, SC 29483
Primary Telephone:	843-873-4660
Primary FAX:	843-873-8012
E-Mail Address:	blanchard.john@piedmonttrucktires.com
Brief Explanation of Relationship:	Envirogreen is the tire disposal company for this customer.

Entity Name:	Budget Tires & Service
Contact:	Lola Pugh
Title:	Owner
Street:	5019 Rivers Avenue
City, State & Zip:	North Charleston, SC 29418
Primary Telephone:	843-745-9980
Primary FAX:	None
E-Mail Address:	None
Brief Explanation of Relationship:	Envirogreen is the tire disposal company for this customer.

Entity Name:	Gerald's Tires
Contact:	Al Marr
Title:	General Manager
Street:	2868 Bird Street
City, State & Zip:	North Charleston, SC
Primary Telephone:	843-747-3320
Primary FAX:	843-566-1900

E-Mail Address:	AlMarr01@aol.com
Brief Explanation of Relationship:	Envirogreen is the fire disposal company for this customer.

25) Suspension and Debarment

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

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

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

Yes No

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

28) RENEWAL OF CONTRACT

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

29) CERTIFICATION REGARDING DRUG-FREE WORKPLACE:

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

Yes No

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

31) The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Bid/Request for Proposal No. 18-056 were received.

32) MINORITY PARTICIPATION [INFORMATION ONLY]

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

Yes No

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

Yes No

If so, please list the certifying governmental entity: _____

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

Yes No

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

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

Yes No

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

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

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

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

33) ILLEGAL IMMIGRATION: Non-Construction (NOV. 2008): (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to

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

34)

INFORMATION ONLY:

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

35) Printed Name of person binding bid

JOHN LIU

36) Signature (X)



37) Date

12-26-18

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED.

Nancy Silver

From: Michelle LaRocco
Sent: Monday, June 03, 2019 12:28 PM
To: Nancy Silver
Subject: RE: Shut down

PO 19-436 can be closed – we received a last invoice from them on 5/13 and it is listed as paid as of 5/23/19

The remainder of these funds can be used for the emergency procurement for this FY

Thanks,
Michelle

Michelle LaRocco
Georgetown County
Environmental Services Division Manager
Department of Public Services
(843) 545.3449 phone
mlarocco@gtcounty.org

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From: Nancy Silver
Sent: Wednesday, May 22, 2019 9:39 AM
To: Theresa Floyd <tfloyd@gtcounty.org>; Wesley Bryant <wbryant@gtcounty.org>
Cc: Sel Hemingway <shemingway@gtcounty.org>; Scott Proctor <sproctor@gtcounty.org>; Public Services <PublicServices@gtcounty.org>; Michelle LaRocco <mlarocco@gtcounty.org>; Pamela Bassetti <pbassetti@gtcounty.org>
Subject: FW: Shut down
Importance: High

Please see below email we just received from our current Tire Recycling provider. Since this was a fairly recent bid, Contract dated 2/25/19, we will need to try to get an alternate bidder approved by Council on the next 5/28 meeting. Theresa, once we have a recommendation from Ray & Michelle on an alternate bidder and can confirm pricing with the vendor, we will send it through Novus Agenda.

Thanks,
~Nancy

From: chip [<mailto:madetolaststraw@windstream.net>]
Sent: Wednesday, May 22, 2019 8:05 AM
To: Nancy Silver <nsilver@gtcounty.org>
Subject: Shut down

We had the pleasure of working with you. Made To Last Straw has made the decision to shut the company down effective 5/24
Made To Last Straw LLC
368 Wunningham Road
St. George, SC 29477

Chip Greene
(478) 396-4020

Nancy Silver

From: Michelle LaRocco
Sent: Friday, May 31, 2019 4:47 PM
To: Nancy Silver; Janet Combs
Cc: Ray C. Funnye
Subject: RE: Memo on Recommendation for Bid #18-056--Pickup and Recycling of Waste Tires, with signed Justification for Emergency Procurement Attached.

That was an internally generated number base on the status of the GL account. Once we close the PO from Made to Last straw.

My accounting says our line will have the following

Budget	/Spent /	Remaining
\$152,000.00	\$90,393.04	\$61,606.96

If we don't wait until the PO 19-436 is closed we have \$29,500 of unencumbered funds for the remainder of the FY.

Michelle LaRocco
Georgetown County
Environmental Services Division Manager
Department of Public Services
(843) 545.3449 phone
mlarocco@gtcounty.org
Innovation | Leadership | Teamwork

-----Original Message-----

From: Nancy Silver
Sent: Friday, May 31, 2019 4:42 PM
To: Janet Combs <jcombs@gtcounty.org>
Cc: Ray C. Funnye <rcfunnye@gtcounty.org>; Michelle LaRocco <mlarocco@gtcounty.org>
Subject: RE: Memo on Recommendation for Bid #18-056--Pickup and Recycling of Waste Tires, with signed Justification for Emergency Procurement Attached.

Thank you, did Envirogreen send you anything showing the \$40,000 or was this calculated internally? Can you provide their proposal or your internal calculations based on amount of tires to me so that I can attach to the Emergency procurement? Their bid submittal page showing their prices should also be attached but I can print that out.

Thanks,
~Nancy

-----Original Message-----

From: Janet Combs
Sent: Friday, May 31, 2019 4:07 PM
To: Purchasing <Purchasing@gtcounty.org>
Cc: Ray C. Funnye <rcfunnye@gtcounty.org>; Michelle LaRocco <mlarocco@gtcounty.org>
Subject: Memo on Recommendation for Bid #18-056--Pickup and Recycling of Waste Tires, with signed Justification for Emergency Procurement Attached.
Importance: High

Dear All,

Please find attached the above mentioned Bid Recommendation Memo, as well as a signed Justification form for Emergency Procurement.

Thank you in advance for processing, and have a great weekend!

Janet

-----Original Message-----

From: ps@georgetowncountysc.org [mailto:ps@georgetowncountysc.org]

Sent: Friday, May 31, 2019 3:56 PM

To: Ray C. Funnye; Janet Combs

Subject: Message from "RNP002673E5F9CE"

This E-mail was sent from "RNP002673E5F9CE" (MP C2004ex).

Scan Date: 05.31.2019 15:56:27 (-0400)


Queries to: ps@georgetowncountysc.org



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

Memorandum

To: Nancy Silver, Purchasing

From: Ray C. Funnye, Director 

File No.: 316.24

Date: May 31, 2019

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

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

Initial review of the low bidder awarded this contract to Made to Last Straw, LLC. Until May 2019 this organization provided tire recycling and removal services, we were informed on 5/22/2019 that as of 5/24/2019 that organization would no longer be in operation, and as of 5/28/2019 they are no longer listed as approved tire recyclers by SC DHEC. At this time to provide continuity of service we are seeking to obtain the services of the second low bidder Envirogreen Holdings LLC. We believe we will be able to obtain the needed services for tire recycling while remaining within our budgetary requirements. Additionally, we are requesting emergency procurement to maintain continuity of services from June 1- June 31 or until County Council is able to approve the contract.

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

Nancy Silver

From: chip <madetolaststraw@windstream.net>
Sent: Wednesday, May 22, 2019 8:05 AM
To: Nancy Silver
Subject: Shut down

We had the pleasure of working with you. Made To Last Straw has made the decision to shut the company down effective 5/24

Made To Last Straw LLC
368 Wunningham Road
St. George, SC 29477


Chip Greene
(478) 396-4020



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

Memorandum

To: Nancy Silver, Purchasing

From: Ray C. Funnye, Director 

File No.: 316.24

Date: May 31, 2019

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

On January 2, 2019 Georgetown County Department of Public Services received three (3) bids for #18-056 Pick-Up and Recycling of Waste Tires. The scope of work allows to retain the services of state licensed provider to remove waste tires from the Georgetown County Landfill tire collection area for recycling as a service to the Public Services Department, Environmental Services Division. This is an annually budgeted for expense as part of recycling and solid waste services for the County.

Initial review of the low bidder awarded this contract to Made to Last Straw, LLC. Until May 2019 this organization provided tire recycling and removal services, we were informed on 5/22/2019 that as of 5/24/2019 that organization would no longer be in operation, and as of 5/28/2019 they are no longer listed as approved tire recyclers by SC DHEC. At this time to provide continuity of service we are seeking to obtain the services of the second low bidder Envirogreen Holdings LLC. We believe we will be able to obtain the needed services for tire recycling while remaining within our budgetary requirements. Additionally, we are requesting emergency procurement to maintain continuity of services from June 1- June 31 or until County Council is able to approve the contract.

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



Georgetown County, SC

JUSTIFICATION FOR EMERGENCY PROCUREMENT

Georgetown County proposes to procure Tire Recycling and Disposal Services

(1)

as an emergency procurement from Envirogreen Holdings LLC

(2)

based upon the following justification from Ordinance 2008-09:

Notwithstanding any other provisions of this Ordinance, the Purchasing Officer may make or authorize, subject to the approval of the County Administrator, others to make emergency procurements of supplies, services or construction items when there exists a threat to the functioning of Georgetown County government; such as, the preservation or protection of property, or the health, welfare or safety of any person provided that such emergency procurements shall be made with such competition as is practicable under the circumstances as soon as practicable. A written determination of the basis for the emergency and for the selection of the particular contractor shall be made and shall set forth the contractor's name, amount, and a listing of the item(s) procured under the contract.

Specify: prior vendor went out of business with only 2 days notice. This emergency procurement will allow continuity of service through the end of the Fiscal Year until contract approvals are completed

(3)

Budgeted Funds: -YES -NO Amount: 40,000

G/L Account Number: 502.305-50484 Department: Public
Services - Environmental Services

Submitted by: Michelle LaRocco Date: 5/31/19

Department Director: *[Signature]* Date: 5-31-19

Purchasing Approval: Date:

County Administrator Approval: Date:

Item Number: 6.c
Meeting Date: 6/25/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-038, Replacement of (2) Chevrolet Tahoes for the K-9 Unit.

CURRENT STATUS:

The vehicles being considered for replacement are part of the previously approved Capital Equipment Replacement Plan (CERP) annual assessment and review process. The Sheriff's Office identified two (2) vehicles for replacement. These may be sold as surplus or reassigned to other departments where a used vehicle is appropriate.

POINTS TO CONSIDER:

- 1) This item will be procured using the State Contract #4400017323, under the existing procurement code:
Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities: Contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of title 11 (State Consolidated Procurement Code), South Carolina Code of Laws, 1976. (Ord. of 6-28-83, 6-101, 6-201,6-202)
- 2) The Sheriff's Office has requested two (2) units with hardware and mounting as appropriate for the designated vehicles with a total cost of \$67,852.00, including Infrastructure Maintenance Fee. (Price of Tahoes is \$33,926.00 ea).

FINANCIAL IMPACT:

This request is fully funded in 499.205 50713 up to \$67,852.00 as part of the CERP vehicle replacement plan costs as previously approved.

OPTIONS:

- 1) Award a purchase order to Love Chevrolet, for \$67,852.00 for two (2) 2019 Chevrolet Tahoes.
- 2) Decline to approve

STAFF RECOMMENDATIONS:

The Sheriff's Office recommends the procurement of the (2) 2019 Chevrolet Tahoes from Love Chevrolet, utilizing SC State Contract pricing. The department believes the proposed costs to be in the best interest of the County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

- | | |
|-------------------------------------|------------|
| ▣ #19-038 Bid Solicitation | Cover Memo |
| ▣ #19-038 Recommendation | Cover Memo |
| ▣ #19-038 Quote from Love Chevrolet | Cover Memo |



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 19-038
 Procurement for: (2) K-9 Chevrolet Tahoes

Budgeted: -YES -NO

Budgeted/Estimated Cost: \$67,852.00 FY 2019

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

Funding Source Location	
G/L Account Number	Funding Amount
499.205 50713	\$67,852- <i>ms</i>
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

- New Acquisition Replacement: - Scheduled CERP - Destroyed

Unit Being Replaced: Year/Make Model _____
 VIN/Serial No. _____

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

Bank Currently Holding Title: _____

R. Lewis 5-16-19
 Department Director/Elected Official Date

Kary Sangston 5/22/19
 Budget Officer Date

Jim Puckett 5/22/19
 Purchasing Date

Scott C. Proctor 5/29/19
 Finance Director Date

[Signature] 5/29/19
 County Administrator Date

GEORGETOWN COUNTY SHERIFF'S OFFICE



A. LANE CRIBB, SHERIFF

Memorandum

To: Purchasing

From: A. Lane Cribb, Sheriff 

Date: 5-21-2019

Re: Letter of Recommendation – Vehicle purchase

It is the recommendation of my office to acquire from the vendor Love Chevrolet Company to purchase two (2) Chevrolet Tahoe's for our vehicle fleet. The cost of this vehicle is \$33,926.00 each for a total of \$67,852.00 and funding is secured in account 499.205.50713.

Rob Malpass, Procurement Manager
Phone: (803) 737-5769
Email: remalpass@mimo.sc.gov

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

Section: V
Page: 8
Date: 11/1/2017

LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel

<u>Contract Number:</u>	4400017323	<u>Contractor:</u>	Love Chevrolet Company
<u>Initial Contract Term:</u>	11/1/2017 - 10/31/2018	<u>Address:</u>	100 Parkridge Drive, Columbia, SC 29212
<u>Contract Rollover Dates:</u>		<u>Vendor #:</u>	7000044959
<u>Order Cut Off Date:</u>		<u>Contact:</u>	Donna Casey
<u>Model:</u>	Chevrolet Tahoe PPV - CC15706	<u>Email:</u>	governmentsales@loveauto.com
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	803-794-9004 ext. 7
<u>Delivery Days ARO:</u>	90	<u>Fax:</u>	803-926-7467

BASE PRICE \$32,734.00

*Click on the link above for an Itemized listing of Items Included in the base price.

Optional Additions

4x4 Pursuit Package	\$3,550.00
Towing Package (State Standard Spec)	\$25.00

Optional Deductions

HD Vinyl/Rubber Flooring	\$100.00
Spot Light (Left Door Mounted)	\$385.00
Delivery Fee (Per Vehicle)	\$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	9 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.67

Base 32,734.00
Spot Light 385.00
33119.00
TAX 500.00
33619.00
EXTRAS
Aux Dome Light 170.00
33789.00
92.00
Grill wire 33881.00
HORN SWAN 45.00
33926.00

[Return to Index](#)



Bill Brokob
Sales Consultant

Love Chevrolet Company
100 Parkridge Drive
Columbia, SC 29212
Phone 803.794.9000 Ext. 808
Cell 803.528.8819
Email bbrokob@yahoo.com

www.lovechevy.com

Item Number: 6.d
Meeting Date: 6/25/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-027, Professional Exterminating and Pest Control Services, Term Agreement

CURRENT STATUS:

The current service agreement with Pro Tek Termite and Pest Control has reached the five year maximum term limitation and thus must be rebid.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the County and SCBO websites, and direct mailed to all known offerors. There were seven (7) responses received.

- 1) SWAT Mosquito & Pest Control of Georgetown, SC @ \$18,210.00 total annual cost.
- 2) Best Home & Property Services of Conway, SC @ \$83,700 total annual cost.
- 3) Clegg's Termite & Pest Control of Durham, NC @ \$14,970.00 total annual cost.
- 4) Pro Tek Termite and Pest Control of Georgetown, SC @ \$17,490.00 total annual cost.
- 5) Pro Pest Management of Murrells Inlet, SC @ \$27,420.00 total annual cost.
- 6) Titan Termite & Pest Control of Charleston, SC @ \$20,550.00 total annual cost.
- 7) Dodson Pest Control of Myrtle Beach, SC @ \$21,960.00 total annual cost.

FINANCIAL IMPACT:

This is a non-departmental expense, borne by each department according to the funding provided by their FY budget request. Billing will be based upon contracted or an otherwise "as used" basis, and will be centrally billed to purchasing for allocation. Total estimated cost to the County per year for all currently serviced areas will be \$14,970.00, or \$74,850.00 for the full five-year term, assuming no changes in service areas. .

OPTIONS:

- 1) Approve a service contract with Clegg's Termite & Pest Control of Durham, NC.
- 2) Decline to award.

STAFF RECOMMENDATIONS:

Public Services staff reviewed all seven (7) bids received and found all to be complete and compliant with bid requirements. Clegg's Termite & Pest Control submitted the lowest bid in the amount of \$14,970.00 annually. All references provided were checked extensively and each reference spoke to the reliability, quality and service of the company. Based on the aforementioned, staff recommends award of Bid #19-027, Professional Exterminating and Pest Control Services, Term Agreement, go to Clegg Termite & Pest Control.

ATTORNEY REVIEW:

No

ATTACHMENTS:

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



Public Bid Opening Tabulation
Bid# 19-027, Professional Exterminating and Pest Control
Services, Term Agreement
Wednesday, May 29, 2019 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>TOTAL ANNUAL PEST CONTROL COST</u> (Pg. 35, Item 11)	<u>Comments</u>
SWAT Mosquito & Pest Control	\$ 18,210 ⁰⁰	
Best Home & Property Services	\$ 83,700 ⁰⁰	
Pro Tek Termite & Pest Control	\$ 17,490 ⁰⁰	
Clegg's Termites & Pest Control	\$ 14,970 ⁰⁰	
Pro Pest	\$ 27,420 ⁰⁰	
Titan Termite & Pest Control	\$ 20,550 ⁰⁰	
Dodson Pest Control <i>MP</i>	\$ 21,960 ⁰⁰	


OPENED BY: *[Signature]*

WITNESS: *[Signature]*



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

Memorandum

To: Nancy Silver
From: Ray C. Funnye 
File #: 316.16
Date: June 12, 2019
Re: Recommendation for Bid #19-027, Professional Exterminating and Pest Control Services, Term Agreement

On May 29, 2019, Georgetown County Department of Public Services received seven (7) bids for Bid #19-027, Professional Exterminating and Pest Control Services, Term Agreement from the following companies: SWAT Mosquito & Pest Control, Best Home & Property Services, Protek Termite & Pest Control, Clegg's Termite & Pest Control, ProPest Pest Management, Titan Termite & Pest Control, and Dodson Pest Control. All bids were reviewed for compliance and completeness.

Clegg Termite & Pest Control submitted the lowest complete bid, in the amount of \$14,970.00. All references provided by Clegg Termite & Pest Control were checked extensively and individually, each reference spoke to the reliability, quality and service orientation of the company.

Based on the aforementioned, I hereby recommend that the award of Bid #19-027, Professional Exterminating and Pest Control Services, Term Agreement, go to Clegg Termite & Pest Control, in the amount of \$14,970.00.

Item Number: 6.e
Meeting Date: 6/25/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-031, Georgetown County Roof Replacements & Repairs

CURRENT STATUS:

There are various County locations with old/damaged roofs that are in need of roof replacements and/or repairs.

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) bids received:

- 1) Land Roofing Co. of Sumter, SC @ \$517,400.00 Base Bid & \$68,400.00 Alternate #1 Bid;
- 2) Roofco, Inc. of Sumter, SC @ \$575,903.00 Base Bid & \$83,387.00 Alternate #1 Bid;
- 3) Robert W. Nunnery Roofing of Summerton, SC @ \$339,040.00 Base Bid & \$59,800.00 Alternate #1 Bid;
- 4) Bone Dry Roofing Co. of North Charleston, SC @ \$507,800.00 Base Bid & \$78,320.00 Alternate #1 Bid.

FINANCIAL IMPACT:

This project is fully funded in various 50411 GL Account Numbers with a total budget up to \$683,650.

OPTIONS:

- 1) Award a Construction Contract to Land Roofing Co. for the base bid amount of \$517,400 plus the Alternate #1 of \$68,400 for a total contract amount of \$585,800.00.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

There were four (4) bids received at the public bid opening held on June 5, 2019. However, shortly after the bid opening, the lowest bidder, Robert W. Nunnery Roofing, formally withdrew their bid for an error in bid calculations that would have resulted in a substantial loss to their company.

Staff reviewed the three remaining bids. Land Roofing Co. was the next lowest bid when combining their Base Bid & Alternate #1 costs. References were checked and all comments received were positive regarding quality, professionalism and workmanship of their past record of performance. Based on the aforementioned, staff hereby recommends award of Bid #19-031, Georgetown County Roof Replacement & Repairs, go to Land Roofing Co. for the Base Bid plus Alternate #1 total amount of \$585,800.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Pre-Bid Conference 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, South Carolina
PROCUREMENT SOLICITATION APPROVAL
 Procurement # 19-031

Procurement for: **Roof replacements throughout the County**

Department: Facility Services

Budgeted: X-YES -NO

Estimated Cost: \$658,650.00 +\$25,000 (alt)= \$683,650.00 FY 2019

Funds Available: X-YES -NO -Pending Budget Approval
 -Cash Purchase
 -Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
79051-6030-50411	\$619,000
79051-6026-50411	\$27,150
79051-6029-50411	\$12,500
010-139-50411	\$25,000 (Alt Bid)

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

If YES, attach a copy of the approved grant.

Grant Approval Attached : -YES -NO

[Signature]
 Department Director/ Elected Official

MAY 07 2019
 Date

[Signature]
 Purchasing

5/7/19
 Date

Scott G. Proctor
 Finance Director

5/8/19
 Date

[Signature]
 County Administrator

5/8/19
 Date

Georgetown County Roof Replacements FY2019

<u>Structure</u>	<u>Improvement</u>	<u>General Ledger #</u>	<u>Estimated Cost</u>	<u>Status/Comments 3.28.19</u>
Historic Courthouse	Replace built up roof	79051-6030-50411	\$ 370,000.00	This is built up roof and needs to be stripped to the deck and reappplied. Address 129, Screven Street
Historic Courthouse	Report Part of Slate Roof	79051-6030-50411	\$ 249,000.00	This is a slate roof and 1/2 of it needs to be removed, structural repairs made where required and the part removed replaced. Address, 129 Screven Street
Georgetown BOAS Roof	Replace Roof	79051-6026-50411	\$ 7,500.00	This is a shingle roof needs to be stripped to the deck and reappplied
Andrews Magistrate	Replace Roof	79051-6026-50411	\$ 9,250.00	This is both a shingle and a built up and both sides need to be stripped to the base and reappplied. Address, 110 Morgan Street
Dept. Juvenile Justice	Replace Roof	79051-6026-50411	\$ 5,200.00	This is a built up roof and needs to be stripped and reappplied from the base. Address, 120 Screven Street.
Pardon and Parole	Replace roof	79051-6026-50411	\$ 5,200.00	This is a built up roof and needs to be stripped and reappplied from the base. Address, 122 Screven Street
Station 82	Replace Roof	79051-6029-50411	\$ 12,500.00	This is a shingle roof and need to be stripped to the deck and reappplied. Address: 67 ST. Paul Place, Litchfield
	subtotal		\$ 658,650.00	
County Museum	Replace Roof	010-139-50411	\$25,000	This is a built up roof and needs to be stripped and reappplied from the base. Address, 120 Broad Street.
	alternate bid		25000	
	total		\$ 683,650.00	

None




MANDATORY Pre-Bid Conference & Site Inspection
Bid# 19-031, Georgetown County Roof Replacements & Repairs
Tuesday, May 21, 2019 at 9:00 AM Eastern NIST
PLEASE PRINT CLEARLY

REPRESENTATIVE'S NAME	COMPANY NAME	TELEPHONE	E-MAIL
Stephanie Ruysers TRIP HOWLAND	MANARCH ROOFING	843-503-1975	trip@manarchroofing.biz
Mark Wableau	Southern Roofing Svc.	803-773-8221	mark@southernroofing.com
Swain Miles	Roofco Inc	803-775-8560	roofco@scn.com
RHETT JONES JIMBO SPANN	SPANN ROOFING	843-347-2220	RHETT@SPANNROOFING.COM JSPANN@SPANNROOFING.COM
Lee Wells	Best Distributing	843-687-4019	Bwells@bestdist.com
MIKE MOORSHEAD	MID-ATLANTIC ROOFING SUPPLY	864-939-9012	mikem@ma1supply.com
Terry Land	Land Roofing Co.	803-968-7200	Landroofingcompany@gmail.com
Dale Jenkins	Boon Day Roofing	843-494-0504	djenkins@boondayroofing.net
Craig Maynard	Boon Day Roofing	843-277-5427	craigmaynard@boondayroofing.net



Public Bid Opening Tabulation
Bid# 19-031, Georgetown County Roof Replacements & Repairs
Wednesday, June 5, 2019 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>Total Base Bid:</u>	<u>Alternate #1:</u>	<u>Bid Bond Attached</u>	<u>Comments</u>
Land Roofing Co.	\$ 517,400 ⁰⁰	\$ 68,400 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Rootco Inc of Sumpter	\$ 575,903 ⁰⁰	\$ 83,387 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Robert W. Nunnery Roofing	\$ 339,040 ⁰⁰	\$ 59,800 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Bone Dry Roofing Co. / JP	\$ 507,800 ⁰⁰	\$ 78,320 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	

OPENED BY: 


WITNESS: 



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye 

File #: 316.16

Date: June 12, 2019

Re: Recommendation for Bid #19-031, Georgetown County Roof Replacement & Repairs

On June 5, 2019, Georgetown County Department of Public Services received four (4) bids for Bid. #19-031, Georgetown County Roof Replacement & Repairs, from the following companies: Land Roofing Co., Roofco, Inc. of Sumter, Robert W. Nunnery Roofing Company, and Exterior Solutions of Georgia dba Bone Dry Roofing Company.

The scope of work includes two major components; a base bid (1) and an alternate bid (2). The base bid (1) involves replacing the roofs on Midway Fire Station #82, Department of Juvenile Justice, Pardon & Parole Building, Historic Courthouse (built-up flat roof), Georgetown Bureau of Aging Services, and Andrews Magistrate Building, as well as repair of the slate portion of the Historic Courthouse. The alternate bid (2) involves replacing the flat roof on the Historic Museum.

The lowest base bidder, Robert W. Nunnery Roofing Company, formally withdrew their bid.

Land Roofing is the next lowest combined bid (base of \$517,400.00 and alternate bid of \$68,400.00) at \$585,800.00. Land Roofing's references were checked with a five-point questionnaire on quality, professionalism and workmanship, and all comments were positive on these criteria.

Based on the aforementioned, I hereby recommend that the award of Bid #19-031, Georgetown County Roof Replacement & Repairs, go to Land Roofing in the amount of \$585,800.00

Item Number: 6.f
Meeting Date: 6/25/2019
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #18-043, Change Order #3, Hagley West Drainage Improvements Phase 2

CURRENT STATUS:

Greenwall Construction Services, Inc. was awarded the contract for Procurement #18-043, Hagley West Drainage Improvements Phase 2. There have been several drainage complaints from citizens along Hagley Dr. (East) and Springfield Dr. This Change Order will address those complaints.

POINTS TO CONSIDER:

Staff would like to expand the current project to include Hagley Drive (East) and Springfield Drive. Work would consist of the following:

- 1) Replace the existing 24" Kings River Road Crossline with twin 24" RCP Crosslines.
- 2) Replace existing 12" to 18" pipe along Hagley Dr. (East) with 24" and 30" RCP along Hagley Dr. and 15" along Springfield.
- 3) Regrade existing ditch along Hagley Dr. (East) and Springfield Dr. See Change Order with drawings attached.

The proposal received from Greenwall Constructions Services was reviewed by engineers in Stormwater and Capital Projects. The unit costs are fair and reasonable with the expectations for the scope of work.

Staff is seeking approval from SCDOT for reimbursement of some materials (pipe and catch basins) for this project. \$10,000 has already been approved.

FINANCIAL IMPACT:

This project is fully funded in GL account number 504.901.50705.

OPTIONS:

- 1) Approve Change Order #3 to Greenwall Construction Services, Inc.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Stormwater, Capitol Projects and Public Services recommends the award of Change Order #3 as listed as indicated by their signatures on the change order form and memorandum of recommendation that are attached herein.

ATTORNEY REVIEW:

No

ATTACHMENTS:

	Description	Type
▣	Change Order #3 with Greenwall Construction Service, Inc.	Cover Memo
▣	Recommendation from Mr. Ray Funnye, Director of Public Services	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 #
18-043	3	
Project #	G/L Account	Purchase Order
Hagley West Ph2 -Hagley West Ph.3	504-901-50705	19-0000160-2
Prior Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$ 1,471,141.63	247,339.92	\$ 1,718,481.55

Administration Use ONLY		
	Signature	Date
Budget Verified:		
Change Originator	Art Baker	6/17/2019

Consultant Name:	Greenwall Construction Services, Inc.
Contract Title:	Construction for Hagley West Drainage Improvements Ph 2
Task Order Name:	Hagley West Ph 3 - Hagley Drive (East) and Springfield Drive
Scope of Work:	<ol style="list-style-type: none"> 1. Replace existing 24" Kings River Road Crossline with twin 24" RCP Crosslines. 2. Replace existing 12" to 18" pipe along Hagley Drive (East) with 24" and 30" RCP along Hagley Drive and 15" along Springfield. 3. Regrade existing ditch along Hagley Drive (East) and Springfield Drive See attached design drawings.
List Authorized Sub-Consultants:	N/A
Deliverables:	New pipe and catch basins, ditch regrading, driveway repairs, erosion control, hydroseeding. See attached Schedule of Values.
Justification for Change:	There have been several drainage complaints from citizens along Hagley Drive (East) and Springfield Drive. This project will address those complaints. In addition, we have requested from SCDOT that they contribute the materials for this project.
Start Date: NTP	Completion Date: +90 days

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

Georgetown County Signatures:		Reference Unit Prices from Bid	
	6-17-2019	_____	_____
Ray C. Funnye Public Services Director	Date	Signature	Date
_____	_____	Notes:	
John Thomas County Council Chairman	Date	<ol style="list-style-type: none"> 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format must include all elements of this form for each line item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed. 	

Change Order #3 (Hagley Phase 3)							
Item	Description	Unit	Base Bid			Change Order #3	
			Qty (Base Bid)	Unit Price (Base Bid)	Total Cost (Original Contract)	Qty (Change Order #3)	Total Cost (Original Contract)
1	Mobilization/staking/general conditions	LS	1	\$ 187,057.00	\$ 187,057.00	0.25	\$ 46,764.25
2	Traffic Control	LS	1	\$ 28,125.41	\$ 28,125.41	0.40	\$ 11,250.16
3	Dewatering	LS	1	\$ 16,738.80	\$ 16,738.80	n/a	n/a
4	Dewatering/Pump Around/Sand Bags (Otter Run Rd)	LS	1	\$ 4,062.60	\$ 4,062.60	n/a	n/a
5	Strip Topsoil	CY	1,200	\$ 15.87	\$ 19,044.00	209.41	\$ 3,323.39
6	Clearing and Grubbing, tree removal (Otter Run Rd)	AC	0.15	\$ 50,320.00	\$ 7,548.00	n/a	n/a
7	Remove Stormwater Pipe	LF	1,065	\$ 13.61	\$ 14,494.65	460	\$ 6,260.60
8	Remove Conc. Headwall	EA	2	\$ 541.68	\$ 1,083.36	n/a	n/a
9	Misc. Demolition (clearing, tree removal, SW Struct. Removal, etc.)	LS	1	\$ 7,992.00	\$ 7,992.00	0.50	\$ 3,996.00
10	Documentation of and replacement of landscaping along re-graded ditch b/t TMS 04-0207-562-00-00 & 563-00-00	LS	1	\$ 13,131.30	\$ 13,131.30	n/a	n/a
11	Beaver Dam Removal (Otter Run Rd, approx. 150 LF)	LS	1	\$ 1,676.10	\$ 1,676.10	n/a	n/a
12	Remove Driveway/Road - Asphalt/Concrete	SY	755	\$ 23.72	\$ 17,908.60	340	\$ 8,064.80
13	Hydroseeding	SF	86,425	\$ 0.11	\$ 9,506.75	31,712.50	\$ 3,488.38
14	Orange Safety Fence	LF	3,630	\$ 1.79	\$ 6,497.70	300	\$ 537.00
15	SC150 Erosion Control Matting in Ditch	SY	2,470	\$ 2.07	\$ 5,112.90	1,884.72	\$ 3,901.38
16	Riprap Pipe Outlet Protection	SY	75	\$ 124.54	\$ 9,340.50	30.00	\$ 3,736.20
17	Stabilized Construction Entrance	EA	1	\$ 2,708.40	\$ 2,708.40	n/a	n/a
18	Sediment Tubes	EA	29	\$ 68.25	\$ 1,979.25	17	\$ 1,160.25
19	Concrete Washout	EA	1	\$ 1,237.65	\$ 1,237.65	n/a	n/a
20	Inlet Protection	EA	15	\$ 135.42	\$ 2,031.30	8	\$ 1,083.36
21	Silt Fence Rock Outlet (Otter Run Rd)	EA	1	\$ 1,665.00	\$ 1,665.00	n/a	n/a
22	Silt Fence (Otter Run Rd)	LF	500	\$ 2.78	\$ 1,390.00	n/a	n/a
23	15" RCP Drainage Pipe	LF	8	\$ 46.60	\$ 372.80	257	\$ 11,976.20
24	18" RCP Drainage Pipe	LF	453	\$ 46.62	\$ 21,118.86	n/a	n/a
25	24" RCP Drainage Pipe	LF	80	\$ 64.85	\$ 5,188.00	464	\$ 30,090.40
26	30" RCP Drainage Pipe	LF	28	\$ 87.34	\$ 2,445.52	244	\$ 21,310.96
27	42" RCP Drainage Pipe	LF	45	\$ 153.53	\$ 6,908.85	n/a	n/a
DRAINAGE OPTIONS-CHOOSE AND COMPLETE ONLY OPTION #1 (LINE ITEMS 28-31) OR #2 (LINE ITEMS 32-35) BELOW FOR USING EITHER A 24"x36" BOX CULVERT SYSTEM OR A 29"x45"							
OPTION 1							
28	Option #1- 24"x48" Conc. Box Culvert	LF	1251	\$ -	\$ -	n/a	n/a
29	Option #1- Box Culvert End inc. Riprap per SCDOT Std. (No flare-outs, mitered only)	EA	7	\$ -	\$ -	n/a	n/a
30	Option #1- Drop Inlets (through top of box culvert)	EA	6	\$ -	\$ -	n/a	n/a
31	Option #1- Storm Box Culvert Road Crossing	EA	1	\$ -	\$ -	n/a	n/a
OPTION 2							
32	Option #2- 29"x45" Conc. Elliptical Pipe	LF	1251	\$ 175.23	\$ 219,212.73	n/a	n/a
33	Option #2- Conc. Elliptical Pipe Beveled End inc. Riprap per SCDOT Std.	EA	7	\$ 2,845.81	\$ 19,920.67	n/a	n/a
34	Option #2- 24"x36" SCDOT Drop Inlets (4'x4' Box) for Elliptical Pipe Connections	EA	6	\$ 3,708.01	\$ 22,248.06	n/a	n/a
35	Option #2- Storm Elliptical Pipe Road Crossing	EA	1	\$ 5,971.80	\$ 5,971.80	n/a	n/a
36	Means and Methods for Installation of Box Culvert or Elliptical Pipe parallel with Existing Water Main	LS	1	\$ 5,550.00	\$ 5,550.00	n/a	n/a
37	Beveled Pipe Ends inc. Riprap & Geotextile Fabric	EA	30	\$ 1,150.67	\$ 34,520.10	n/a	n/a
38	Custom 8'x10' Drop Inlet Struct.	EA	1	\$ 7,428.56	\$ 7,428.56	n/a	n/a
39	Connect 42" RCP to Ex. Struct.	EA	1	\$ 674.88	\$ 674.88	n/a	n/a
40	24"x36" SCDOT Drop Inlet (2'x3' Box) w/ Side Weirs	EA	1	\$ 2,222.81	\$ 2,222.81	5	\$ 11,114.05
41	24"x36" SCDOT Drop Inlet (4'x4' Box) w/ Side Weirs	EA	1	\$ 2,302.12	\$ 2,302.12	3	\$ 6,906.36
42	24"x36" SCDOT Drop Inlet (6'x6' Box)	EA	4	\$ 3,708.01	\$ 14,832.04	n/a	n/a

Change Order #3 (Hagley Phase 3)							
Item	Description	Unit	Base Bid			Change Order #3	
			Qty (Base Bid)	Unit Price (Base Bid)	Total Cost (Original Contract)	Qty (Change Order #3)	Total Cost (Original Contract)
43	Connect ex. 15" CPP to new SCDOT 24"x36" Drop Inlet	EA	1	\$ 646.91	\$ 646.91	n/a	n/a
44	Connect 42" CPP to Custom Drop Inlet	EA	2	\$ 1,233.40	\$ 2,466.80	n/a	n/a
45	Asphalt Paving for Driveways	SY	280	\$ 53.14	\$ 14,879.20	333.11	\$ 17,701.52
46	Concrete Paving for Driveways	SY	175	\$ 99.32	\$ 17,381.00	171.00	\$ 16,983.72
47	Asphalt Paving for SCDOT Roadways	SY	225	\$ 49.95	\$ 11,238.75	122.22	\$ 6,105.00
48	1.5" Asphalt Overlay for pipe crossings	SY	1925	\$ 14.72	\$ 28,336.00	244.44	\$ 3,598.22
49	Fine Grading (driveways, road, swales)	SY	9,560	\$ 2.78	\$ 26,576.80	2,595.50	\$ 7,215.49
50	Fine Grading (Otter Run Rd, Spillway Area and Access)	SY	600	\$ 5.00	\$ 3,000.00	n/a	n/a
51	Storm Pipe Road Crossing	EA	3	\$ 5,971.80	\$ 17,915.40	2	\$ 11,943.60
52	Flowable Fill around road pipe crossings	CY	80	\$ 159.17	\$ 12,733.60	55.47	\$ 8,828.63
53	Sanitary Sewer Service Relocation	EA	10	\$ 3,129.25	\$ 31,292.50	n/a	n/a
54	Water Service Relocation	EA	10	\$ 938.46	\$ 9,384.60	n/a	n/a
55	6" Water Main Vertical Relocation	EA	3	\$ 2,544.56	\$ 7,633.68	n/a	n/a
56	8" Water Main Vertical Relocation	EA	3	\$ 2,842.67	\$ 8,528.01	n/a	n/a
57	10" Water Main Vertical Relocation	EA	3	\$ 3,615.89	\$ 10,847.67	n/a	n/a
58	12" Water Main Vertical Relocation	EA	3	\$ 4,035.87	\$ 12,107.61	n/a	n/a
59	Concrete Utility Conflict Box	EA	1	\$ 6,280.78	\$ 6,280.78	n/a	n/a
60	Misc. relocations, working around exist. Utilities, shoring	LS	1	\$ 9,270.72	\$ 9,270.72	n/a	n/a
Total					\$ 961,769.10		\$ 247,339.92

Item 45 & 46. Driveways (Starting from Kings River Rd)							
No.	Width	Length	Concrete or Asphalt	Notes	Concrete Area (SY)	Asphalt Area (SY)	Removal (SY)
1	19	24	Concrete		50.7		50.7
2	12	18	Concrete		24.0		24.0
3	14	20	Asphalt			31.1	31.1
4	14	28	Concrete		43.6		43.6
5	9	19	Concrete	Golf Cart Path	19.0		19.0
6	16	19	Concrete		33.8		33.8
7	12	25	Asphalt			33.3	33.3
8	13	21	Asphalt	Existing Dirt		30.3	
9	12	17	Asphalt	Existing Dirt		22.7	
10	14	19	Asphalt			29.6	29.6
11	12	17	Asphalt			22.7	22.7
12	13	19	Asphalt	Boats		27.4	27.4
13	16	14	Asphalt			24.9	24.9
14	20	50	Asphalt	Springfield (Exist. Gravel)		111.1	
15	n/a	n/a	Remain Dirt	Existing Dirt			0.0
16	n/a	n/a	Gravel	Existing Gravel			0.0
17	n/a	n/a	Gravel	Existing Gravel			0.0
Sub-Total	196.0				171.0	333.1	340.0

Required 24" Pipe	
24	
24	
24	
24	
24	
24	
24	
24	
40	
256	Driveways
208	Kings River Rd
464	Total

Item 47 - SCDOT Asphalt		
Decription	Area (SY)	Dimensions
King River Rd	88.9	80'X10'
Springfield to ROW	33.3	20'X15'
Total	122.2	

Item 48 - SCDOT Asphalt Overlay for Crosslines		
Decription	Area (SY)	Dimensions
King River Rd	244.4	100'X22'
Total	244.4	

Item 7. Remove Pipe	
Driveway Widths	196
No. of Driveways	14
Aditonal per DW	8
Additional	112
Springfield	48
Kings River Rd	104
Total	460

Pipe		
Item 23.	15" RCP	257
Item 25.	24" RCP	464
Item 26.	30" RCP	244
Total		965

Item 37. Bevelled Pipe Ends	
Total Driveways	17
Less Driveways w/o stub outs	-5
Less Driveways w/ continous pipe along front	-3
Add 24" Under Kings River Rd	4
Total	22

Drop Inlets		
Item 41	4X4 Basins for 30"	3
Item 40	3X3 Basins for 24"	
Item 40	KRR Crossline	2
Item 40	2X2 Basins for 15" on	3
Total		8

Item 49 - Fine Grading		
Driveways	504.1	SY
3 Gravel Drives on Springfield	106.7	SY
Ditches	1885	SY
KRR Opencut	100	SY
Total	2,596	SY

Item 13. Hydroseeding		
Ditches	16,963	SF
Add 10' along Ditches	14,750	SF
Total	31,713	SF

Item 52 - Flow Fill @ KRR		
Length	80	Ft
Width	10	Ft
Depth	2.5	Ft
Total	55.47	CY

Item 5 - Strip Topsoil		
Ditch Surface Area	1885	SY
Topsoil Depth	4	Inches
Total	209.41	CY

Ditch Surface Area		
Bottom Width	2.5	Ft
Side Slopes (1:1.5 @2.5' deep)	9	Ft
Ditch Length per LF of Ditch	11.5	Ft
Total Project Length	2336	Ft
Less Pipe	861	Ft
Ditch Length	1475	Ft
Ditch Surface Area	1885	SY



1550 South College Street, Suite 150
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 Email: info@geotechnicalinc.com

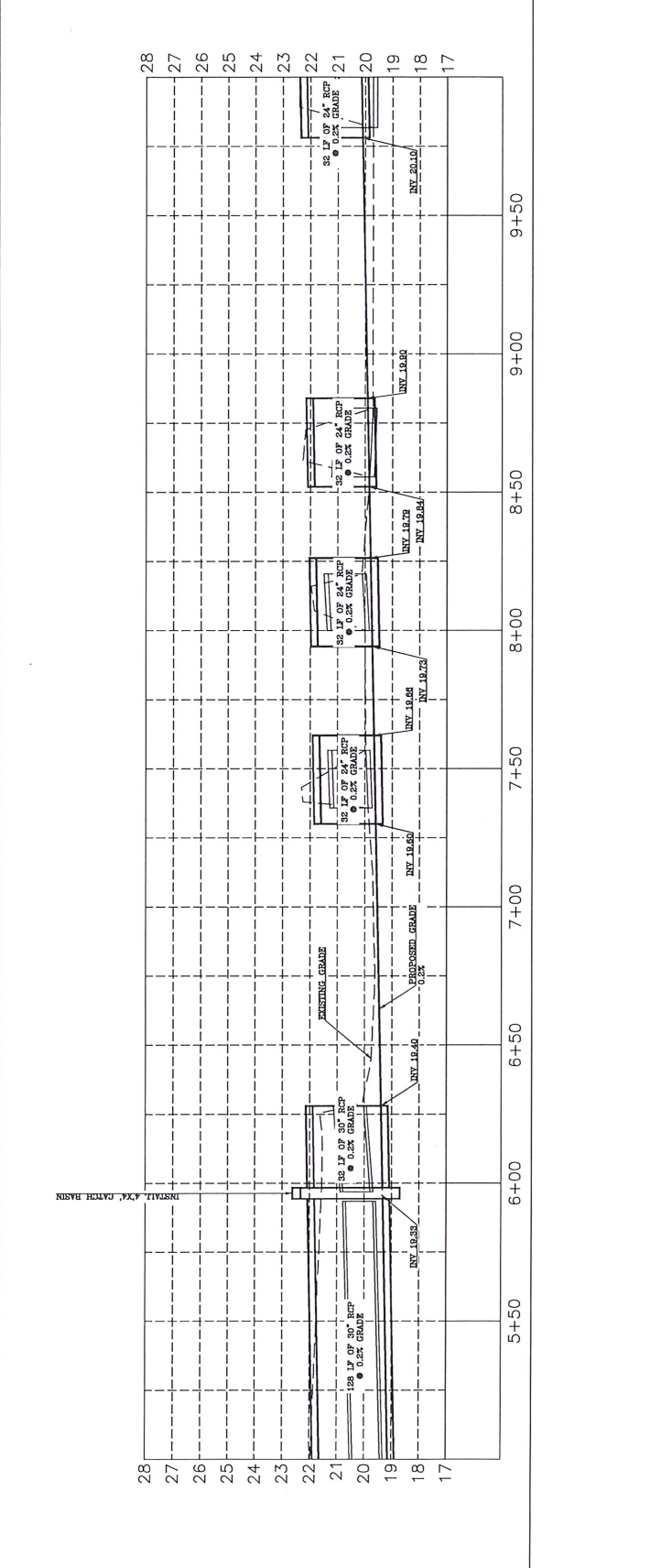
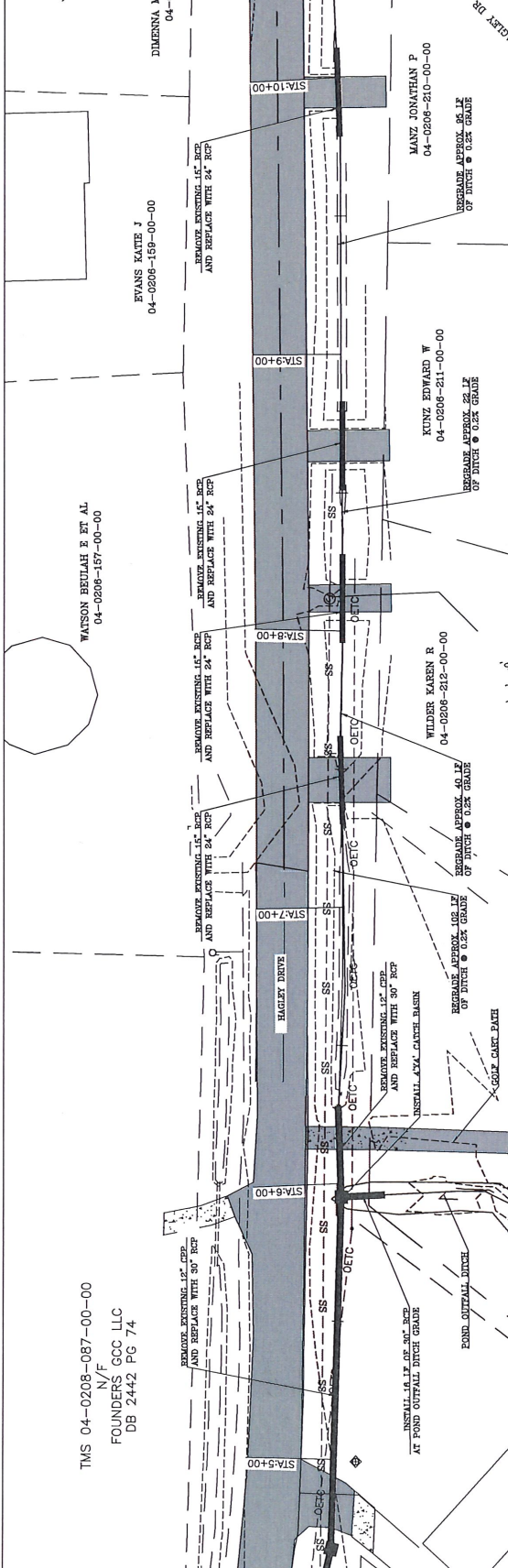
GEOTECHNICAL ENGINEERS, INC.
 GEOTECHNICAL, INC.

NO.	DATE	DESCRIPTION

DESIGN DRAINAGE
 04-0206-160

PROJECT:	H-100
SCALE:	V-1/4"
DESIGNED BY:	ASS
DRAWN BY:	MPA
DATE:	6/11/2019
PLAN AND PROFILE	
SHEET NO. C-02	

HAGLEY DR



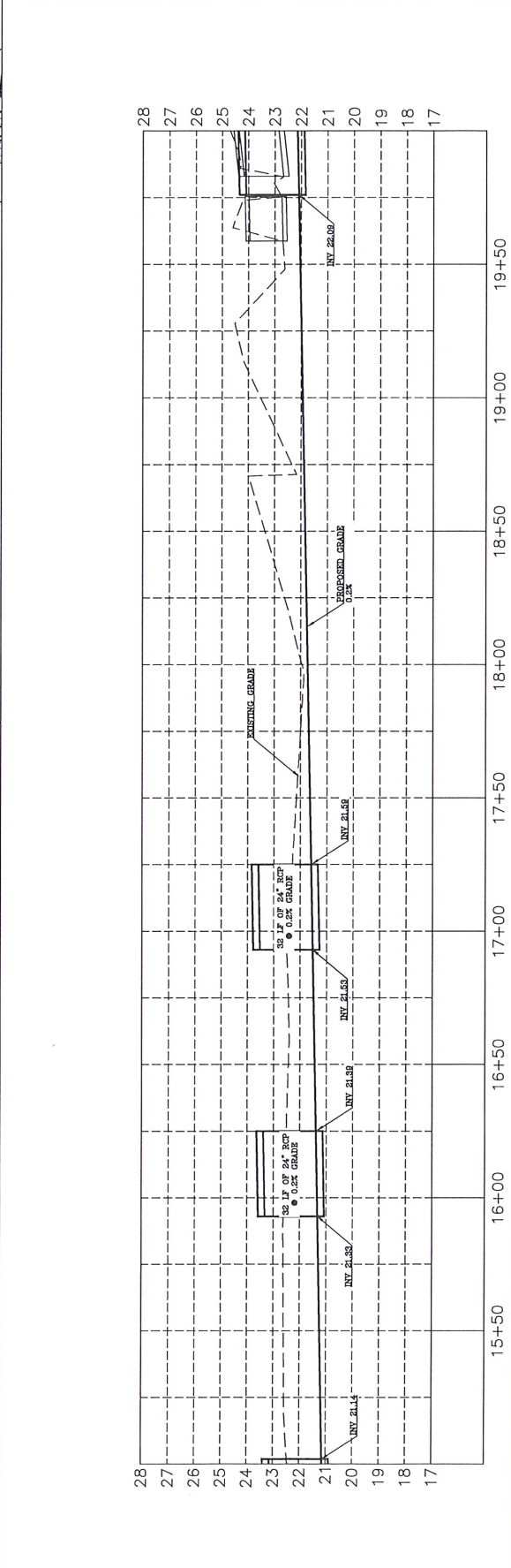
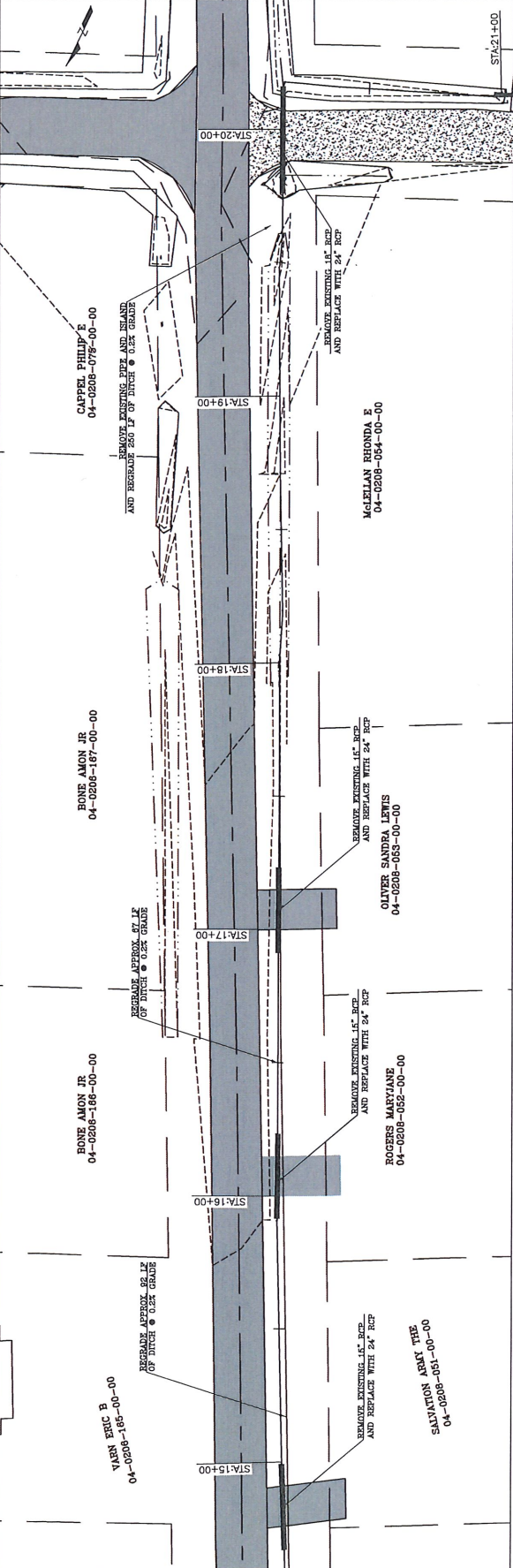
TMS 04-0206-087-00-00
 N/F
 FOUNDERS GCC LLC
 DB 2442 PG 74



Kingsport, Tennessee
 Davidson County, Tennessee
 23 Green Street, Kingsport, TN 37642
 Phone: (615) 545-2324 Fax: (615) 545-2025
 Internet: www.kingsport-tn.gov

HAGLEY DRAINAGE IMPROVEMENTS : PHASE 3
 GEORGETOWN COUNTY, SOUTH CAROLINA

PROJECT	H-150
SCALE:	VT:14
DESIGNED BY:	ASB
DRAWN BY:	MPM
DATE:	6/11/2019
PLAN AND PROFILE	
SHEET NO.	C-04

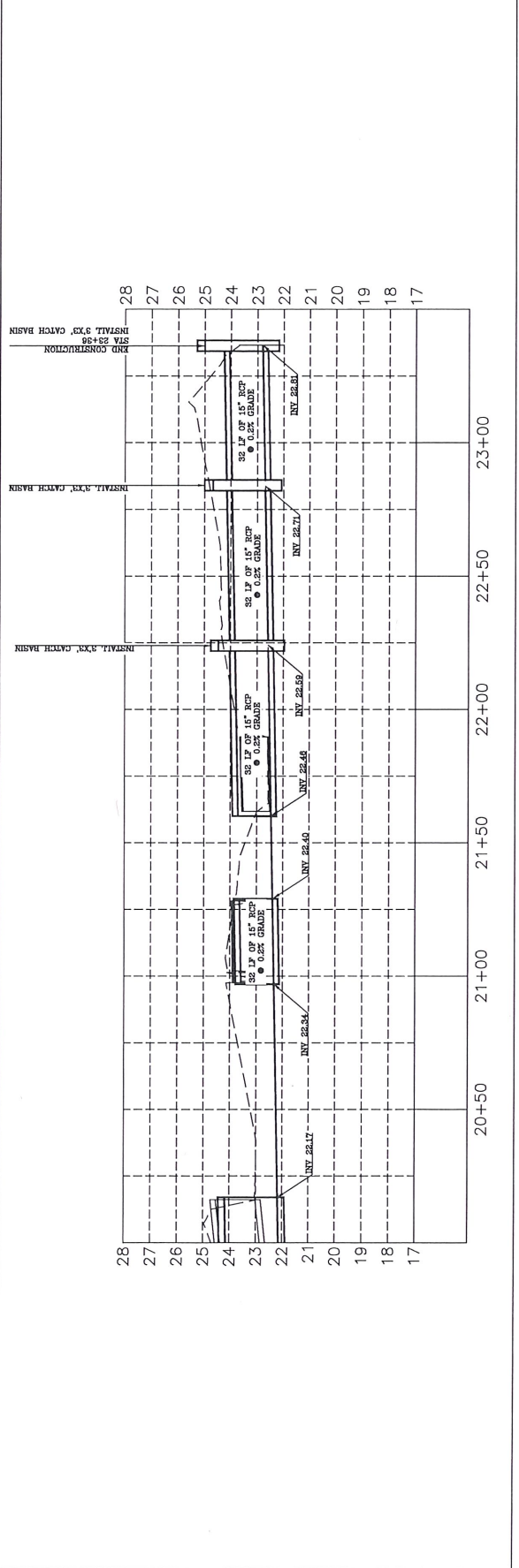
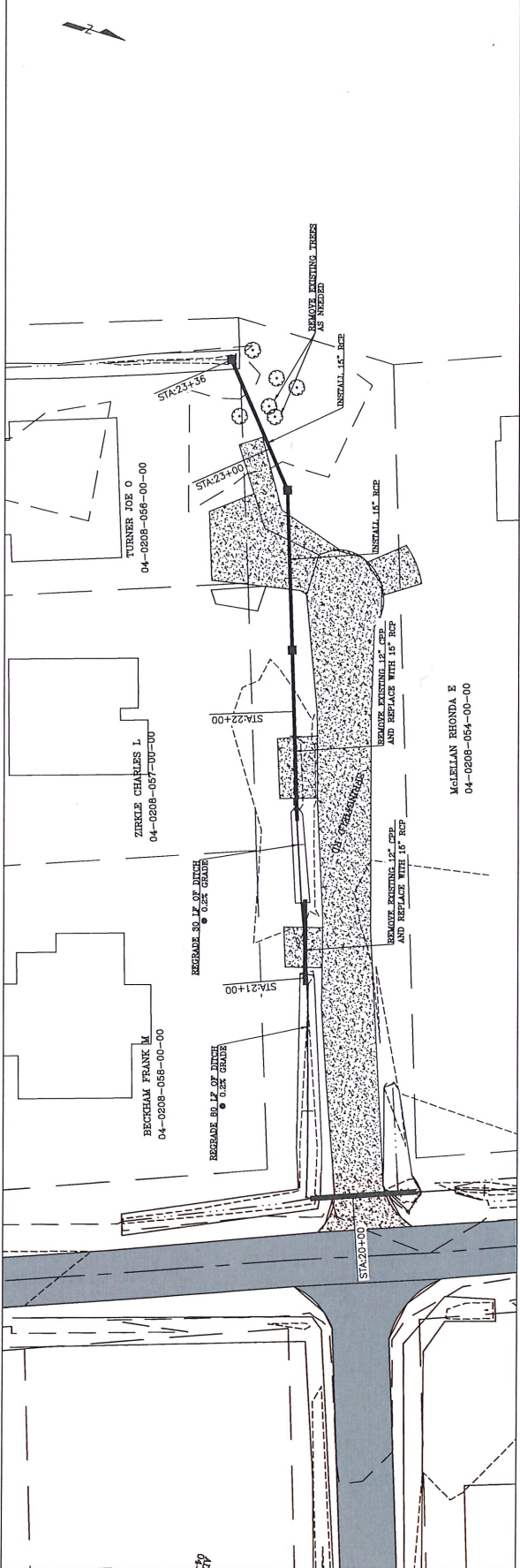




GEORGIA STATE UNIVERSITY
 COLLEGE OF ARCHITECTURE AND DESIGN
 2200 W. Peachtree Street, Atlanta, GA 30302
 Phone: (404) 542-3224 Fax: (404) 542-3005
 Email: www.arch@gsu.edu

PROJECT: HAGLEY DRAINAGE IMPROVEMENTS - PHASE 3
 GEORGETOWN COUNTY, SOUTH CAROLINA
 SCALE: H:1:50 V:1:4
 DESIGNED BY: ASB
 DRAWN BY: MPM
 DATE: 6/11/2019

PLAN AND PROFILE
 SHEET NO. C-05






Georgetown County

Department of Public Services

Phone: (843) 545-3325

Fax: (843) 545-3396

Memorandum

To: Nancy Silver
From: Ray C. Funnye, Director 
Date: June 17, 2019
Re: Justification for Change Order #3 (Hagley Phase 3) – Hagley West Ph. 2
Drainage Improvements Project (18-043)

In order to take advantage of the significant savings (approx. 35% lower than the next lowest bidder) provided in the Greenwall, Inc. bid received August 1, 2018 for this project, we recommend proceeding with the proposed improvements referred to as "Hagley Phase 3" along Hagley Drive, from the intersection of Kings River Road (i.e. Five Points) east up to and including Springfield Drive. This project has been discussed for several years.

The project route is approximately 2336 liner feet and consists of the following improvements:

- New crossline (outfall) under the Five Points Intersection (Kings River Rd at Hagley Drive/Tyson Trail).
- New 30" outfall pipe to receive flow from the Founder's Club Pond
- Upsizing of existing driveway pipes (12", 15" and 18") to 24" pipe and regrading of the existing ditch along the route (Hagley Drive).
- New drainage along Springfield Drive, which is a County Road.

This project will resolve the following drainage problems for which the County has received several complaints over many years:

- Flooding and drainage along Springfield Drive
- Flooding at the intersection of the Founder's Club golf cart path with Hagley Drive, at the (Byrd residence).
- Flooding along Old Ashley Loop due to the Founder's Club pond overflow.

In addition, the project will improve general stormwater conveyance along

Hagley Drive from US Hwy 17 to Kings River Road.

Furthermore, we have met with representatives from SCDOT and requested that they provide the materials (pipe and catch basins) for the project, with installation to be done by the County. They are supportive of this project which will improve drainage along their road and have requested approval. If approved by SCDOT, that would be a net savings to the County of approximately \$40,000 – \$50,000.

In summary, the recommended change order will provide the necessary improvements for a successful drainage project along Hagley Drive (from Hwy 17 to Kings River Rd) and along Springfield. There is adequate funding in the current Stormwater Budget.

Item Number: 7.a
Meeting Date: 6/25/2019
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-12 - An Ordinance to Amend the FY 2018/19 Operating Budget of Georgetown County

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

This amendment revises the FY 2018/19 budget for items described in the proposed ordinance by appropriating additional funds from available fund balance and from unanticipated current year revenues. Those expenditures for which supplemental appropriations are required, and which Council has previously reviewed and approved, will be noted as applicable.

FINANCIAL IMPACT:

As disclosed in the ordinance.

OPTIONS:

1. Approval of Ordinance 19-12.
2. Reject Ordinance 19-12.

STAFF RECOMMENDATIONS:

Recommendations pertaining to the adoption of Ordinance 19-12 are provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▫ Ordinance 19-12 Budget Amendment	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2019-12

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

- Section 1: Appropriations in the General Fund are increased by \$800,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the General Fund. Reimbursement of disaster response costs is anticipated in future periods.
- Section 2: Appropriations in the General Fund are increased by \$6,095 for the additional required grant match on a Federal airport improvement grant AIP20 for apron expansion – phase IV project at the Georgetown Airport. This was approved by County Council at the August 28, 2018, Council meeting. Funding will come from fund balance of the General Fund.
- Section 3: Appropriations in the County Fire District I are increased by \$140,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the County Fire District I. Reimbursement of disaster response costs is anticipated in future periods.
- Section 4: Appropriations in the Midway Fire (District II) Fund are increased by \$420,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the Midway Fire (District II) Fund. Reimbursement of disaster response costs is anticipated in future periods.
- Section 5: Appropriation in the Midway Fire (District II) Fund are increased by \$19,495 for the purchase of a personal watercraft and associated equipment for use primarily along the beach in front of the DeBordieu community. Donations in this amount have been received from the residents of DeBordieu to fund this purchase.
- Section 6: Appropriations in the Economic Development Fund are increased by \$16,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the Economic Development Fund. Reimbursement of disaster response costs is anticipated in future periods.
- Section 7: Appropriation in the Special Economic Development Fund are increased by \$30,000 to provide for costs for additional due diligence and master planning for the Pennyroyal site in Georgetown County. Funding will come from Santee Electric Cooperative.
- Section 8: Appropriations in the Law Enforcement Fund are increased by \$190,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the Law Enforcement Fund. Reimbursement of disaster response costs is anticipated in future periods.

- Section 9: Appropriation in the Law Enforcement Fund over-time salaries account is increased by \$28,000 to allow for patrol deputy services rendered to the City of Myrtle Beach. Funding will come from reimbursements from the City of Myrtle Beach.
- Section 10: Appropriation in the Law Enforcement Fund are increased by \$55,000 to provide funding for repairs to vehicles and buildings damaged in accidents. Funding will come from reimbursements from our insurance carrier.
- Section 11: Appropriations in the Capital Equipment Replacement Fund, Bureau of Aging Services department are increased by \$17,176 to provide funding for the purchase of a replacement vehicle totaled in an accident. Funding will come from reimbursements from our insurance carrier.
- Section 12: This Ordinance No. 2019-12 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2019

 John Thomas, Chairman
 Georgetown County Council

(Seal)

ATTEST:

 Theresa E. Floyd, Clerk to Council

(Seal)

This Ordinance No. 2019-12 has been reviewed by me and is hereby approved as to form and legality.

 Wesley P. Bryant
 Georgetown County Attorney

(Seal)

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 7.b
Meeting Date: 6/25/2019
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-15 - An Ordinance to Declare as Surplus Two Tracts of Property Owned by Georgetown County, identified as TMS 03-0419-005-01-00 located at 9174 Pleasant Hill Road, and TMS 05-0025-024-01-00 located at 1623 Gilbert Street, and further to authorize the County Administrator to sell the properties in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate in the Pleasant Hill community containing approximately 1/2 acre and a small building formerly utilized as the Pleasant Hill Magistrates Office, and designated as TMS No. 03-0419-005-01-00; and a property of approximately 1/2 acre located on Gilbert Street in the City of Georgetown, containing a building currently formerly known as the Howard High School Band Room, and currently utilized by the Howard Alumni Association, and further identified as TMS No. 05-0025-024-01-00.

Georgetown County has determined the subject properties can be declared surplus and sold to the benefit of Georgetown County.

FINANCIAL IMPACT:

Generation of revenue from sale of properties at fair market value, as prescribed within Georgetown County Ordinance No. 2008-09.

OPTIONS:

1. Move forward with adoption of Ordinance No. 19-15.
2. Decline to adopt Ordinance No. 19.15.

STAFF RECOMMENDATIONS:

Recommendation pertaining to the adoption of Ordinance No. 19-15 declaring two tracts of property as surplus, and authorizing the sale of the same, are provided under separate report.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 19-15 To declare two properties as surplus	Ordinance

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2019.

John Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. 19-15, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

Item Number: 8.a
Meeting Date: 6/25/2019
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Forestry Board

CURRENT STATUS:

Pending appointment

POINTS TO CONSIDER:

The Forestry Board consists of five (5) members, serving five (5) year terms. Historically, the members of the Forestry Board are nominated by County Council to serve on an "at large" basis. The Board meets approximately twice a year.

Mr. Brad Dunn currently serves on the local Forestry Board. His current term of service is due to expire on June 30th. Mr. Dunn would like to continue serving in this capacity, and requests County Council's favorable consideration in re-appointing him to serve another 5 year term.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Recommendation to reappoint Mr. Brad Dunn to the Forestry Board.
2. Do not recommend reappointment.

STAFF RECOMMENDATIONS:

Recommendation to reappoint Mr. Brad Dunn to serve on the Forestry Board.

Item Number: 9.a
Meeting Date: 6/25/2019
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation 19-08 - In celebration of "Gullah/Geechee Nation Appreciation Week", July 27 - August 4, 2019.

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

Gullah/Geechee people are descendants of enslaved Africans from various ethnic groups of west and central Africa brought to the US and forced to work on the plantations of coastal South Carolina, Georgia, North Carolina, and Florida. Gullah/Geechee people have retained many aspects of their African heritage due to the the geographic barriers of the coastal landscapes and strong sense of place and family of Gullah/Geechee community members.

In 2006, US Congress enacted the "Gullah Geechee Cultural Heritage Corridor Act" for the preservation of historic sites, including those in the lowcountry, relating to Gullah culture.

Proclamation No. 19-08 recognizes and celebrates the importance of the Gullah/Geechee culture, as well as the history and legacy of the Gullah/Geechee culture in Georgetown County.

Gullah/Geechee Nation Celebration Week will launch the week of July 27 - August 4, 2019. The theme for this year's celebration is "Healin de Land and Holdin pun de Culcha" calling on all to support and protect the environment and keep the Gullah/Geechee culture alive on the coast.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Proclamation No. 19-08 in recognition and celebration of "Gullah/Geechee Nation Appreciation Week".
2. Do not adopt Proclamation No. 19-08.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Proclamation No. 19-08 in recognition and celebration of "Gullah/Geechee Nation Celebration Week".

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proclamation No 19-08 Celebration of Gullah-Geechee Nation Appreciation Week	Resolution Letter

Item Number: 10.a
Meeting Date: 6/25/2019
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-11 – An Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2019, and Ending June 30, 2020; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof.

CURRENT STATUS:

Ordinance No. 19-11 is being presented for third and final reading.

POINTS TO CONSIDER:

The proposed FY19/20 budget is balanced as presented.

FINANCIAL IMPACT:

As disclosed in the attached Ordinance.

OPTIONS:

1. Approval of Ordinance No. 19-11.
2. Reject Ordinance No. 19-11.

STAFF RECOMMENDATIONS:

Recommendation for the approval of Ordinance 19-11.

ATTACHMENTS:

Description	Type
▣ Ordinance 19-11 Budget	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2019-11

AN ORDINANCE TO MAKE APPROPRIATIONS FOR ORDINARY COUNTY PURPOSES FOR GEORGETOWN COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020; TO PROVIDE FOR THE EXPENDITURE THEREOF; AND TO PROVIDE FOR REVENUES FOR THE PAYMENT THEREOF.

Section 1: The following sums of money are hereby appropriated for the purposes herein set forth for Georgetown County for the period beginning July 1, 2019, and ending June 30, 2020:

	<u>Appropriations</u>
General Government Fund	\$ 31,312,000
County Fire (District #1) Fund	3,513,000
Midway Fire (District #2) Fund	4,498,000
Victims Services Fund	392,000
Higher Education Fund	712,000
Bureau on Aging Services Fund	1,052,000
Clerk of Court IV-D Unit Cost Fund	223,000
Clerk of Court IV-D Incentive Fund	41,000
State Accommodations Tax Fund	1,429,000
Economic Development Fund	373,000
Economic Development Multi-County Marketing Fund	58,000
Airport Improvements Fund	59,000
Special Economic Development Fund	300,000
Law Enforcement Fund	15,168,000
Road Improvement Fund	3,208,000
Choppee Regional Center Fund	50,000
Local Accommodations & Hospitality Tax Fund	611,000
Murrells Inlet Revitalization Fund	285,000
Emergency Telephone System Fund	685,000
Bike the Neck Fund	76,000
Debt Service Fund – Capital Leases	1,660,000
Debt Service Fund - Bonds	6,680,000
Capital Equipment Replacement Fund	2,850,000
Environmental Services Fund	9,975,000
Stormwater Management Fund	<u>5,297,000</u>
Total Appropriations	<u>\$ 90,507,000</u>

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

- a. a tax of **30.7 mills** for the County General Government Fund
- b. a tax of **17.8 mills** for the County Law Enforcement Fund
- c. a tax of **2.7 mills** for the County Environmental Services Fund
- d. a tax of **2.9 mills** for the County Debt Service (Capital Leases) Fund.
- e. a tax of **7.5 mills** for the County Debt Service (Bonds) Fund.
- f. a tax of **0.5 mills** for the County Bureau of Aging Services Fund.

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

- Section 3: There is hereby levied a tax of **32.1 mills** for those areas within the Georgetown County Fire District #1.
- Section 4: There is hereby levied a tax of **13.4 mills** for those areas within the Midway Fire District.
- Section 5: There is hereby levied a tax of **3.5 mills** for Solid Waste Recycling & Collection for all those areas of Georgetown County not within the corporate boundaries of the City of Georgetown and the Town of Andrews.
- Section 6: The Georgetown County Treasurer shall not pay any funds in excess of those herein appropriated and collected from any items without express approval by County Council.
- Section 7: The County Administrator shall administer the detailed line-item departmental budgets as compiled in the Annual Budget Document and shall authorize the transfer of appropriate funds within and between departments of an individual fund as necessary to achieve the goals of the budget. All supplemental appropriations at the individual fund level and transfers of appropriations between individual funds shall be authorized by County Council.
- Section 8: Should any article, section, or provision of this ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other article, section, or provision hereof which is not itself void or invalid.
- Section 9: This Ordinance # 2019-11 shall be effective upon adoption.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2019

 John Thomas, Chairman
 Georgetown County Council

ATTEST:

 Theresa E. Floyd, Clerk to Council

This Ordinance # 2019-11, has been reviewed by me and is hereby approved as to form and legality.

 Wesley P. Bryant
 Georgetown County Attorney

First Reading: April 23, 2019

Second Reading: May 28, 2019

Third Reading: _____

Item Number: 10.b
Meeting Date: 6/25/2019
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-12 - An Ordinance to Amend the FY 2018/19 Operating Budget of Georgetown County

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

This amendment revises the FY 2018/19 budget for items described in the proposed ordinance by appropriating additional funds from available fund balance and from unanticipated current year revenues. Those expenditures for which supplemental appropriations are required, and which Council has previously reviewed and approved, will be noted as applicable.

FINANCIAL IMPACT:

As disclosed in the ordinance.

OPTIONS:

1. Approval of Ordinance 19-12.
2. Reject Ordinance 19-12.

STAFF RECOMMENDATIONS:

Approve third reading of Ordinance No.19-12.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 19-12 Budget Amendment	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2019-12

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

- Section 1: Appropriations in the General Fund are increased by \$800,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the General Fund. Reimbursement of disaster response costs is anticipated in future periods.
- Section 2: Appropriations in the General Fund are increased by \$6,095 for the additional required grant match on a Federal airport improvement grant AIP20 for apron expansion – phase IV project at the Georgetown Airport. This was approved by County Council at the August 28, 2018, Council meeting. Funding will come from fund balance of the General Fund.
- Section 3: Appropriations in the County Fire District I are increased by \$140,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the County Fire District I. Reimbursement of disaster response costs is anticipated in future periods.
- Section 4: Appropriations in the Midway Fire (District II) Fund are increased by \$420,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the Midway Fire (District II) Fund. Reimbursement of disaster response costs is anticipated in future periods.
- Section 5: Appropriation in the Midway Fire (District II) Fund are increased by \$19,495 for the purchase of a personal watercraft and associated equipment for use primarily along the beach in front of the DeBordieu community. Donations in this amount have been received from the residents of DeBordieu to fund this purchase.
- Section 6: Appropriations in the Economic Development Fund are increased by \$16,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the Economic Development Fund. Reimbursement of disaster response costs is anticipated in future periods.
- Section 7: Appropriation in the Special Economic Development Fund are increased by \$30,000 to provide for costs for additional due diligence and master planning for the Pennyroyal site in Georgetown County. Funding will come from Santee Electric Cooperative.
- Section 8: Appropriations in the Law Enforcement Fund are increased by \$190,000 to provide for unanticipated costs associated with disaster response and health claim costs in excess of contributions. Funding will come from fund balance of the Law Enforcement Fund. Reimbursement of disaster response costs is anticipated in future periods.

- Section 9: Appropriation in the Law Enforcement Fund over-time salaries account is increased by \$28,000 to allow for patrol deputy services rendered to the City of Myrtle Beach. Funding will come from reimbursements from the City of Myrtle Beach.
- Section 10: Appropriation in the Law Enforcement Fund are increased by \$55,000 to provide funding for repairs to vehicles and buildings damaged in accidents. Funding will come from reimbursements from our insurance carrier.
- Section 11: Appropriations in the Capital Equipment Replacement Fund, Bureau of Aging Services department are increased by \$17,176 to provide funding for the purchase of a replacement vehicle totaled in an accident. Funding will come from reimbursements from our insurance carrier.
- Section 12: This Ordinance No. 2019-12 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2019

 John Thomas, Chairman
 Georgetown County Council (Seal)

ATTEST:

 Theresa E. Floyd, Clerk to Council (Seal)

This Ordinance No. 2019-12 has been reviewed by me and is hereby approved as to form and legality.

 Wesley P. Bryant
 Georgetown County Attorney (Seal)

First Reading: _____

Second Reading: _____

Third Reading: _____

Item Number: 11.a
Meeting Date: 6/25/2019
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-13 - To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of approximately 7.8 acres located on Martin Luther King Drive, further identified as TMS #04-0203-114-00-00 and TMS #04-0203-114-01-00 from Medium Density Residential to Transitional.

CURRENT STATUS:

Both tracts are currently designated as medium density residential.

POINTS TO CONSIDER:

The Planning Commission voted 5 to 2 on May 16, 2019 to recommend rezoning TMS 04-0203-114-00-00 from Neighborhood Commercial to a Flexible Design District to allow for golf cart storage/maintenance and RV/boat storage.

The adjacent tract (TMS 04-0203-114-01-00) contains 2.7 acres and is also zoned Neighborhood Commercial. A cable company is located on this tract.

The closest commercial designation on the FLU map is located 970 feet to the east on Martin Luther King Road.

The Commission voted 7 to 0 to recommend approval to redesignate both parcels from medium density residential to transitional.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 19-13 Kimmel FLU Amendment	Ordinance
<input type="checkbox"/> Kimmel FLU map	Backup Material
<input type="checkbox"/> Kimmel FLU resolution	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 19-13

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY APPROXIMATELY 7.8 ACRES LOCATED ON MARTIN LUTHER KING DRIVE IN PAWLEYS ISLAND AND FURTHER IDENTIFIED AS TAX MAP PARCELS 04-0203-114-00-00 AND 04-0203-114-01-00, FROM MEDIUM DENSITY RESIDENTIAL TO TRANSITIONAL

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of approximately 7.8 acres located on Martin Luther King Drive and further identified as TMS 04-0203-114-00-00 and 04-0203-114-01-00 from medium density residential to transitional.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____ 2019.

John W. Thomas (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 19-13, has been reviewed by me and is hereby approved as to form and legality.

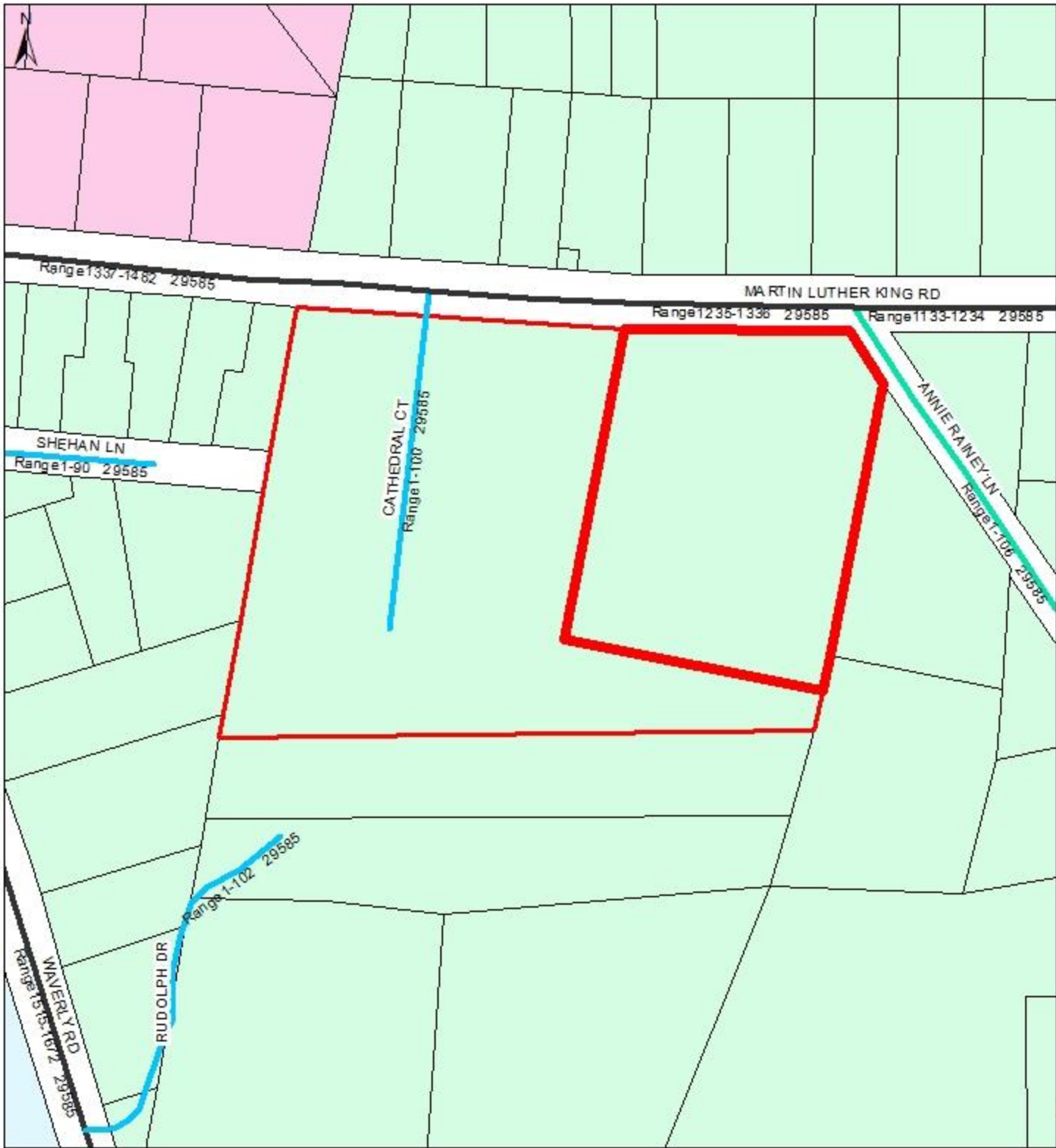
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Kimmel, LLC
 Property FLU
 RZPD 4-19-22794



Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

Time Warner Cable

Kimmel, LLC

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

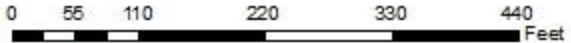
PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities



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.

RESOLUTION

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

WHEREAS, a request was made to rezone approximately five acres from Neighborhood Commercial (NC) to the Flexible Design District (FDD) containing office and golf cart/boat/rv storage; and

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

WHEREAS, the adjacent 2.7 acres owned by Time Warner Cable also contain a commercial use and are designated as medium density residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to redesignate TMS Numbers 04-0203-114-00-00 and 04-0203-114-01-00 (shown on the attached map) as transitional.

Elizabeth Krauss, Chairman
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 11.b
 Meeting Date: 6/25/2019
 Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
 GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance 19-14 - To rezone approximately 5 acres from Neighborhood Commercial (NC) to a Flexible Design District (FDD) to allow for a golf cart storage and maintenance facility plus RV/boat storage.

A request from Art Baker of LDA International, LLC, as agent for Kimmel, LLC to rezone approximately 5 acres from Neighborhood Commercial (NC) to a Flexible Design District (FDD) to allow for a golf cart storage and maintenance facility plus RV/boat storage. The property is located at 1321 Martin Luther King Road in Pawleys Island. TMS 04-0203-114-00-00. Case Number RZPD 4-19-22794.

CURRENT STATUS:

The subject property contains a 60X60 metal building and numerous metal sheds. The remainder of the property is wooded. The site also contains a slag private drive – Cathedral Court.

POINTS TO CONSIDER:

1. The property under consideration is located on the south side of Martin Luther King Road, approximately 605 feet east of Waverly Road. The parcel contains 388 feet of frontage along Martin Luther King Road and is currently zoned NC. The site exceeds the minimum acreage for the FDD which is two acres.
2. The property is bordered by single family homes to the west, vacant properties to the north, a single family residence to the south and a cable company along with vacant property to the east. The surrounding zoning is MR-10 (10,000 Square Feet Residential) to the north, west and south and NC to the east.
3. The proposed plan is for a golf cart storage building, an office building (potentially to be constructed in phases) and an RV and boat storage parking area. The existing metal building will remain and the majority of the metal sheds will be removed. The narrative also includes an option for warehouse, equipment storage and future offices for the golf cart building. The proposed square footage is shown as follows:

Use	SF
Office	2800
Golf cart storage	12,000
Existing metal building	3,600
Total	18,400

4. The plan shows a 25 foot front yard setback off Martin Luther King Road, a 15 foot rear yard setback and a 15 foot side yard setback. No pervious/impervious ratio is provided. The proposed drive will be constructed of a base course and the boat/rv storage stalls will be constructed with pea gravel and marked with posts.
5. The site will contain one access point which is the existing Cathedral Drive. The drive will be widened to 30 feet and an encroachment permit will be required from SCDOT. The drive will maintain a 30 foot

to 30 feet and an encroachment permit will be required from CDDOT. The drive will maintain a 30 foot width for two lane traffic with increased turning radii to provide for the RVs, boat trailers and golf cart trailers.

6. The plan includes 89 RV/boat storage stalls. Any parking needed for those accessing the stall sites will be handled within the drive aisles. This is similar to how parking is allowed for in mini storage developments based on our ordinance.

7. The plan shows a total of 13 parking spaces. Nineteen (19) spaces are required based on the parking standards found in Article XI of the Zoning Ordinance.

Use	Standard	Square Footage	Spaces Required
Office	1/300 SF	2800	9
Warehouse	1/1500 SF	15,600	10
Total			19

8. The applicant met with the Utilities Coordinating Committee on May 7, 2019. Midway Fire requested an additional fire hydrant to be located at the entrance to the site to provide the required 500' distance from the proposed buildings. Water will be accessed from Martin Luther King Road. Sewer will be provided with a private grinder that will discharge to an existing cleanout.

9. Stormwater will be addressed with a proposed detention pond to be located on the eastern side of the property. Existing ditches along the northern, southern and western boundaries will be maintained and a new ditch will be added along the eastern edge of the site. Pervious areas are used throughout to minimize runoff.

10. The site contains jurisdictional wetlands located on the northeastern corner of the property. The wetlands will not be disturbed.

11. The FDD requires landscaping at a rate of 1.5 times that required elsewhere in the Zoning Ordinance (Section 631.6), so 15% of the parking area must be landscape areas including both landscape islands and perimeter areas. The proposed plan shows 13 parking spaces. Landscaping should be provided for 15% of the parking area.

12. Although the majority of the interior of the site is cleared, the existing conditions sheet shows 7 protected trees on the site. Based on the site layout, it appears that the majority of the protected trees will be saved with the exception of two 21" oaks in the vicinity of the proposed stormwater pond and two gum trees along the northwestern boundary. A tree removal and replacement plan will be required prior to land disturbance.

13. The proposed plan shows a proposed screening fence to be located 15' within the buffer on the western and northern boundary. The existing fence around the rear of the property will be maintained. A berm will be located along Martin Luther King to provide a visual screen from the roadway. A level three buffer will also be required along the western boundary and a portion of the rear boundary to buffer the adjacent residential uses.

14. The narrative indicates that consolidated signage will be provided at the entrance. The development should utilize one main id sign at the entrance for both the golf cart business and the boat/rv storage. Signage should be monument style and externally lit in keeping with the residential nature of the street.

15. According to the narrative, all lighting will be shielded from neighboring residents.

16. The Future Land Use map designates this property as medium density residential. The nearest commercial designation is 970 feet to the east on Martin Luther King Road.

17. The expected annual daily trips (ADT's) for the proposed development total 110 trips per day based on staff's best estimate of the expected trip generation. This does not exceed the 500 trips per day threshold required for a traffic impact analysis.

18. The intent of the FDD is to "provide opportunities to create more desirable environments for single or mixed use developments through the application of flexible and diversified land development standards under a comprehensive review process." Section 613.114 of the ordinance requires a narrative from the applicant addressing how the project better impacts the natural and human environment than a more typical commercial district. The applicant addressed this in the attached narrative. Proposed benefits include less traffic generation than potential uses in the NC zoning district, lower noise due to passive storage on site, reduced visual impact for neighboring properties due to the buffering along Martin Luther King Road, environmental benefits due to the use of pervious parking, consolidated signage reducing the need for multiple signs along the right of way and shared parking to reduce the amount of land devoted to parking areas.

19. The Georgetown County Bike paths/Primary Sidewalks and Trails Plan lists a project along Martin Luther King Road from its intersection with Waverly going east to Highway 17 for a sidewalk with bike lanes or a shared road. There is currently no funding associated with this project.

20. Based on the reduction in potential traffic and environmental impacts from the existing Neighborhood Commercial zoning, staff recommends approval of the request to rezone from NC to FDD subject to:

- The addition of six new parking spaces and landscaping for 15% of the parking area when the office area is expanded.
- A tree removal and replacement plan to be provided and approved by staff.
- A pervious/impervious level of 30%/70% to be exceeded or maintained.
- A level 3 buffer should be installed along the western boundary and along a portion of the rear boundary adjacent to the existing single family structure. Proposed fences in these areas should be screened with vegetation.
- The development shall have one main id sign – monument style and externally lit. Interior signage will meet the neighborhood commercial signage requirements.
- Approvals from SCDOT, County Stormwater, GCWSD and Midway Fire.
- A proposed amendment to the Future Land Use map to redesignate this tract along with the adjacent 2.7 acres owned by Time Warner Cable from medium density residential to transitional.

21. The Commission held a public hearing on this issue at their May 16, 2019 meeting. Two people spoke with concerns about the location of the proposed fence not being adequate, vague verbiage about future development, and noise from boat trailers. The Commission voted 5 to 2 to recommend in favor based on staff's recommendation with the additional condition that the entrance gate be setback 70-80' to accommodate two cars and two boats.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request
3. Approve an amended request
4. Demand to PC for further study

4. Remand to PC for further study

5. Defer action

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 19-14 Kimmel golf cart rezoning	Ordinance
▣ Kimmel golf cart rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 19-14**
COUNTY OF GEORGETOWN)

AN ORDINANCE TO REZONE APPROXIMATELY FIVE ACRES OF LAND LOCATED OFF MARTIN LUTHER KING DRIVE PAWLEYS ISLAND FROM NEIGHBORHOOD COMMERCIAL (NC) TO A FLEXIBLE DESIGN DISTRICT (FDD) TO ALLOW FOR GOLF CART STORAGE/MAINTENANCE AND RV/BOAT STORAGE

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT APPROXIMATELY FIVE ACRES OF LAND IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX PARCEL 04-0203-114-00-00, BE REZONED FROM NEIGHBORHOOD COMMERCIAL (NC) TO A FLEXIBLE DESIGN DISTRICT AS OUTLINED ON THE SITE PLAN DATED MAY 9, 2019 WITH THE FOLLOWING STIPULATIONS:

- Permitted uses:
 - Office
 - Golf cart storage
 - RV and boat storage parking area
 - Future uses – warehouse, equipment storage

- Setbacks
 - Front: 25 feet off Martin Luther King Drive
 - Rear: 15 feet
 - Side: 15 feet

- Parking requirements
 - Office: 1/300 SF
 - Warehouse: 1/1500
 - RV/boat storage stalls: Parking within the drive aisles
 - 6 new parking spaces to be added based on plan dated 5/9/19

- Pervious impervious ratios
 - 30% pervious/70% impervious

- Tree protection and landscaping requirements:
 - A tree plan shall be submitted and approved by staff prior to any land disturbance.
 - Landscaping in parking lots will be established at a rate of one and half times that is otherwise required in the Zoning Ordinance.
 - Level 3 buffer along western boundary and along portion of rear boundary adjacent to existing single family structure. Proposed fences to be screened.

- Signage requirements:
 - One main id sign to be located at entrance. Sign will be monument style and externally lit.
 - Internal signage will meet Neighborhood Commercial signage requirements.

- Other approvals required:
 - SCDOT, County Stormwater, GCWSD, Midway Fire
 - Front entrance to be extended back approximately 70-80 feet
 - Lighting to be shielded from neighboring residents

In the event any part of this ordinance conflicts with any other document or plan, the requirements in this ordinance shall prevail.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2019.

 John W. Thomas
 Chairman, Georgetown County Council

(SEAL)

ATTEST:

 Theresa Floyd
 Clerk to Council

This Ordinance, No. 19-14, has been reviewed by me and is hereby approved as to form and legality.

 Wesley P. Bryant
 Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



Rec'd
4/2/19
JLR

**120 Broad Street
Georgetown, S. C. 29440
Phone: 843-545-3158
Fax: 843-545-3299**

APPLICATION FOR REZONING TO A PLANNED DEVELOPMENT

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

Name of Proposed Development: Pawleys Island Golf Carts Maintenance & Storage

Check one:

- () Industrial PD, ten (10) acre minimum.
- (X) Medical Center, shopping center, commercial, residential, and mixed use developments, two (2) acre minimum.

Conceptual Plan requirements include the following:

Please submit 18 copies (9 large: 24 x 36 and 9 small: 11 x 17).

- Scaled Site Plan:
Location map, owners names, location of structures, types of uses, total acreage, lot sizes, traffic patterns, screening and buffering borders, building heights, density, layout of sidewalks and parking areas, open spaces labeled and title block.
- Environmental Plan:
Contours, drainage plan, flood prone areas, marsh area or wetlands and any other principle geographic features.
- Water and Sewer Plan:
Shall meet the requirements of the Georgetown County Water and Sewer District extension policy.
- Utilities Plan:

Layout and easements for other utilities.

Upon approval of the conceptual plan by County Council, the zoning map will be changed accordingly.

Final Plan requirements include the following:

- Scaled Detailed Site Plan:
Includes everything submitted on the concept plan plus phase of development with timetable, ingress and egress lanes, setbacks, lot sizes, street names, type of pavement, exact dimensions of structures, public access and open space, density, final layout of sidewalks and pathways and title block.
- Environmental Plan:
Includes everything submitted on the concept plan plus dumpster location and erosion control methods.
- Water and Sewer Plan:
Includes everything submitted on the concept plan plus the sign-off on the plans.
- Utilities Plan:
Includes everything submitted on the concept plan.
- Exterior Appearance:
Need to submit elevations of the proposed buildings.
- Soil, trees, and other information required by staff.

Property Information:

TMS Number: 04-0203-114-00-00

Street Address: 1321 Martin Luther King Rd.

City / State / Zip Code: Pawleys Island, SC 29585

Lot / Block / Number: _____

Current Zoning Classification: NC

Existing Use: Golf Cart Storage and Maintenance

Proposed Use: Golf Cart Storage and Maintenance + RV/Boat Storage

Number of Acres: 5.10 (Total Site)

Property Owner of Record:

Name: Kimmet, LLC

Address: 235 Old Waccamaw Drive

City/ State/ Zip Code: Pawleys Island, SC 29585

Telephone/Fax: (843) 222-7733

E-mail: Rontom99@aol.com

Signature of Owner / Date: *Vicky Cauthen* / *April 1, 2019*

Contact Information: Name: Vicky Cauthen Phone: (843) 222-7733

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: LDA International, LLC

Address: 63 Old Barge Drive

City / State / Zip Code: Pawleys Island, SC 29585

Telephone/Fax: (843) 359-0807

E-mail: art.baker@ldainternational.com

Signature of Agent/ Date: *Art Baker* / *4/1/19*

Signature of Owner /Date: *Vicky Cauthen* / *April 1, 2019*

Fee Schedule: Planned Developments.

Residential	\$1,000.00 + \$10.00/acre over req. min. 2 acres
-------------	--

Industrial	\$1,000.00 + \$25.00/acre over req. min. 10 acres
Commercial	\$1,000.00 + \$25.00/acre over req. min. 2 acres <u>(\$1,000.00 + \$25 X 3.10 Acre = \$1,077.50)</u>
Mixed Use	\$1,000.00 + \$10.00/acre Residential & \$25.00/acre Commercial
Major Changes	\$250.00 + \$25.00/acre Commercial & \$10.00/acre Residential

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, 120 Broad Street, 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 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.

Office Use Only:	
Date Filed: _____	Appeal Number: _____
Hearing Date: _____	Amount of Fee Paid: _____

Selected Lot Lines Feature

OBJECTID	10560
PLAT	
TMS	04-0203-114-00-00
Area	216582.08947754
TMS	04-0203-114-00-00
ParcelID	04-0203-114-00-00
Housenum	1321
Street	MARTIN LUTHER KING RD
Name1	KIMMEL, LLC
Name2	
AD1	235 OLD WACCAMAW DR
AD2	
City	PAWLEYS ISLAND
State	SC
Zip	29585
Area	5.1
Legal	275-269
Date	2006-11-19 19:00:00
Sale	700000
LUC	N657



Project Narrative

Rezoning Request from NC to FDD
Pawleys Island Golf Carts Maintenance and Storage
Pawleys Island, SC
April 1, 2019 (Rev. May 9, 2019)

Current

Zoning: The current NC zoning was originally provided to the “Pawley’s Artist Colony” in 2006 (approx.). That planned development included both commercial and residential improvements.

Current

Use: Pawleys Island Golf is a family run local business which has used this location for the past decade for a maintenance and storage facility of their golf carts.

Proposed

Improvements: The proposed project includes the addition of the following improvements to the site:

- a golf cart storage building (12,000 SF - single story)
Note: This building use may be changed in the future to a warehouse, equipment storage and/or associated offices.
- an office building (2,800 SF - single story)
Note: The total proposed office size may not be fully constructed initially.
- RV and Boat storage parking area

Site Layout: The layout of the project is shown in the civil design drawings. The access driveways will have a minimum width of 30’ for two lane traffic and 20’ for one lane traffic. The turning radii have been increased in order to provide for the larger turning radii required by RVs, boat trailers, and golf cart trailers. The following are the proposed setbacks:

- Front = 25’
- Rear = 15’
- Side = 15’

Engineers & Planners

5-10-19

Trees: Protected trees over eight (8) inches in diameter are shown in on the site plan. There are a couple of large diameter oaks located at the southwest corner of the property which are of particular importance. There are very few trees over 8" diameter on the site.

Wetlands: There are Jurisdictional Wetlands located on the project site and are shown on the civil drawings. The proposed improvement will not require wetlands mitigation.

Natural

Features: The site is gently sloping from the Southwest to the Northeast as shown by the existing topography contours on the "Existing Conditions" drawings C-1. In addition, there are existing drainage ditch along the northern (MLK Road), southern, and western boundaries of the project. This drainage patterns will be maintained, as shown in the "Drainage Plan" drawing C-3. In addition, a drainage ditch is proposed along the eastern property line to ensure positive drainage.

Utilities: There is existing water service to the site which serves the existing maintenance building. This service will need to be relocated for the proposed drainage pond construction. In addition, the water service will be extended to serve the proposed office building. A new sewerage grinder pump station will be required for the restroom of the proposed office building. Overhead electrical service is existing and will remain, but may need to be relocated.

Benefits: The proposed improvements will provide better impacts the natural and human environment in lieu of the more typical residential or commercial zoning district. This benefits include:

- Less traffic generation, since storage facilities generate less daily traffic than active commercial or residential developments.
- Lower noise impacts, since the site will generally be passive storage with the exception of the existing maintenance building.
- Low visual impact along MLK Road will be ensured with a proposed elevated landscaped and fenced berm.
- Level III Landscaped Buffers and screened fencing will be provided along the southern and western sides of the property. No landscaped buffer is proposed along the wetlands.
- Pervious driveway and parking areas will be utilized to minimize post-development Stormwater runoff. This is a significant environmental and aesthetic benefit.
- Consolidated signage will be provided at the entrance, thereby enhancing the entrance aesthetics.

- Shielded lighting will be provided to minimize impact on the adjoining property.
- Shared parking will be utilized for the office and maintenance staff, thereby reducing the number of parking stalls required.

Historical: There are no known historical structures or elements known to exist at this site.

Architectural

Renderings: Conceptual Architectural renderings of the proposed golf cart storage building have been submitted as part of this application. These renderings are conceptual in nature and may be revised in the Final Design. It is a single story Pre-Engineered Metal Building (PEMB) and will be used for storing golf carts/warehouse/storage.

KimmeL, LLC
Property Locaton
RZPD 4-19-22794

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

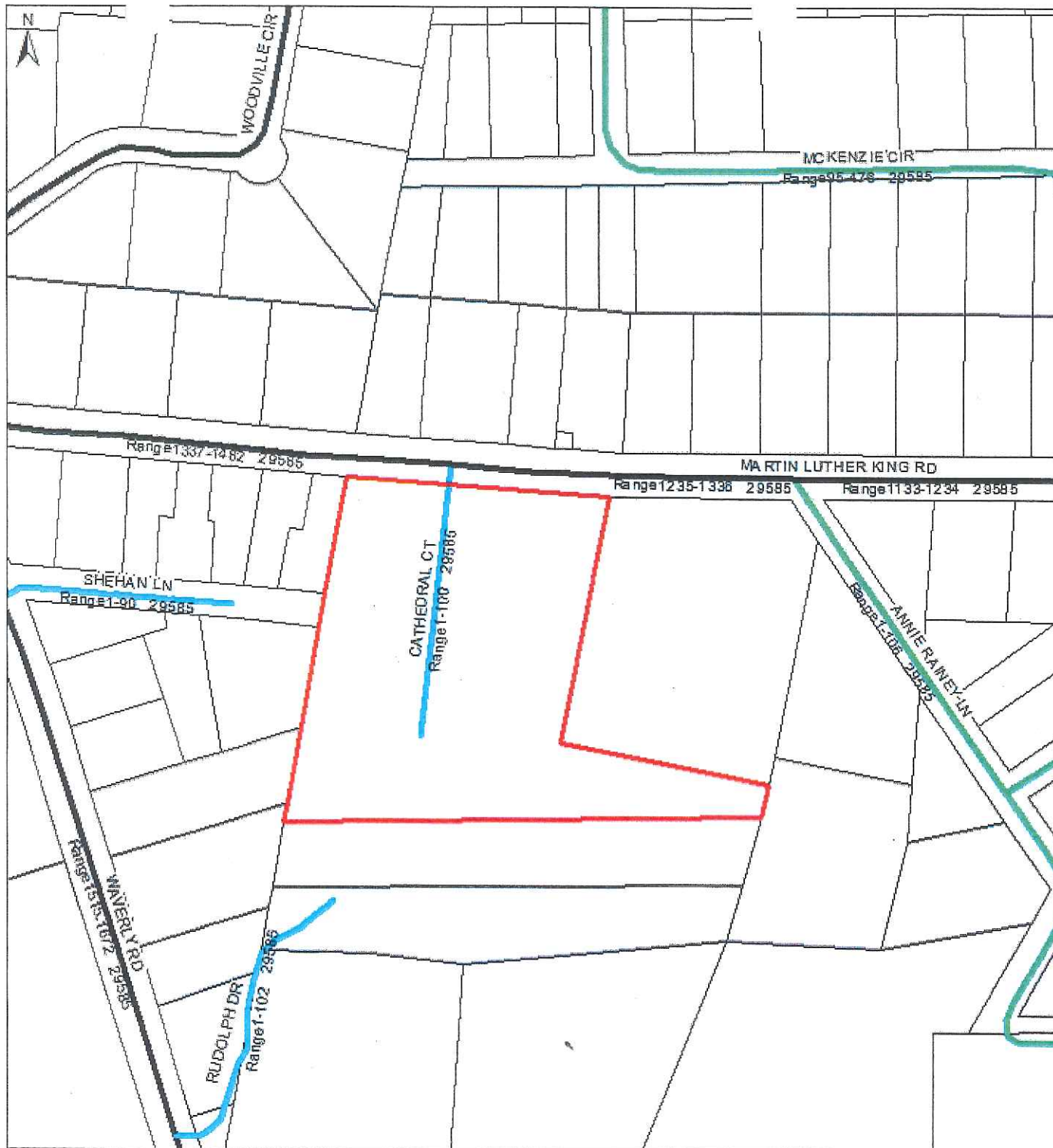
□ Kimmel, LLC

□ Lot Lines

— Railroads

◆ Landmarks

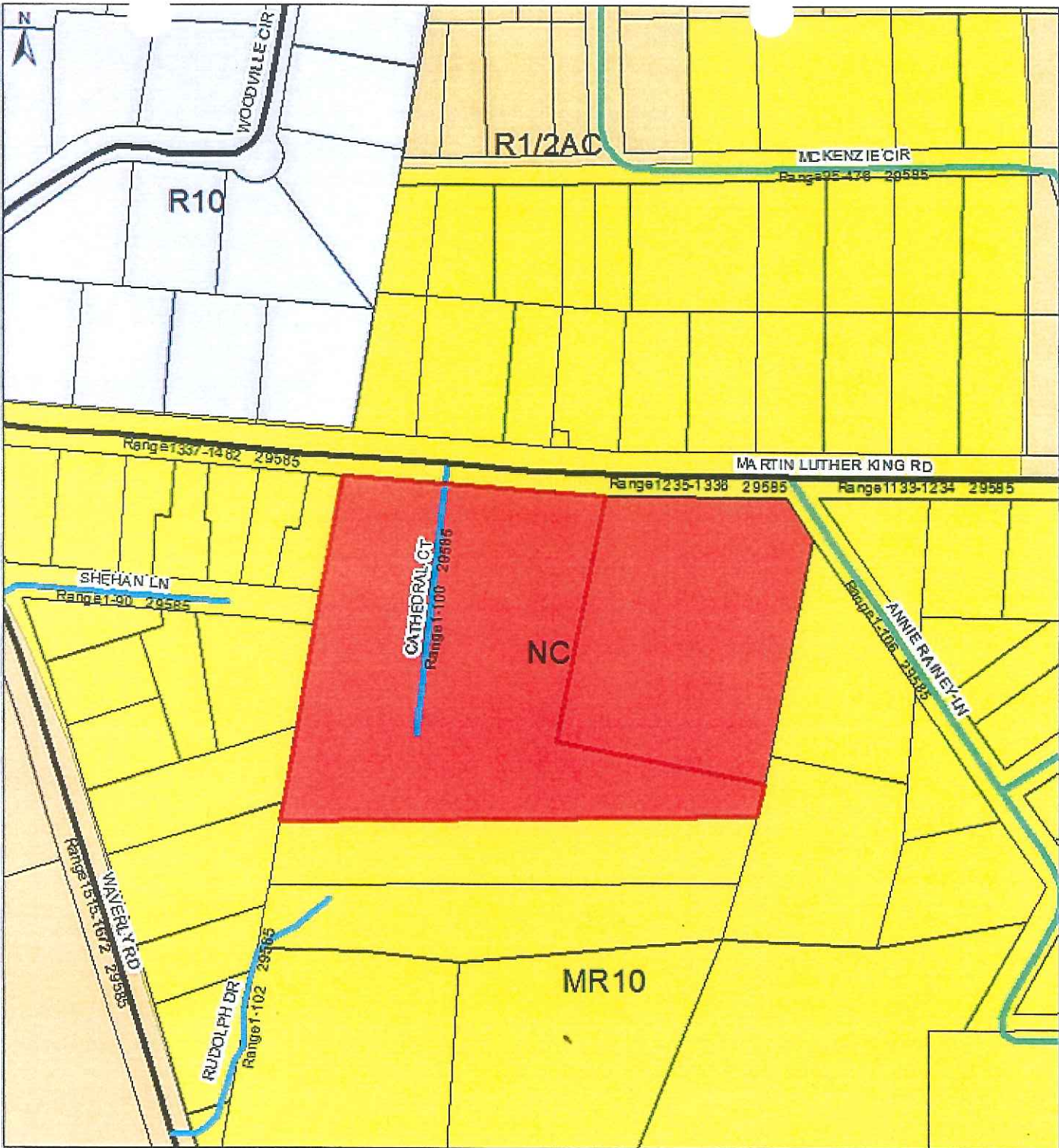
— Municipalities



0 70 140 280 420 560 Feet

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

Kimmel, LLC
 Property Zoning
 RZPD 4-19-22794



Legend

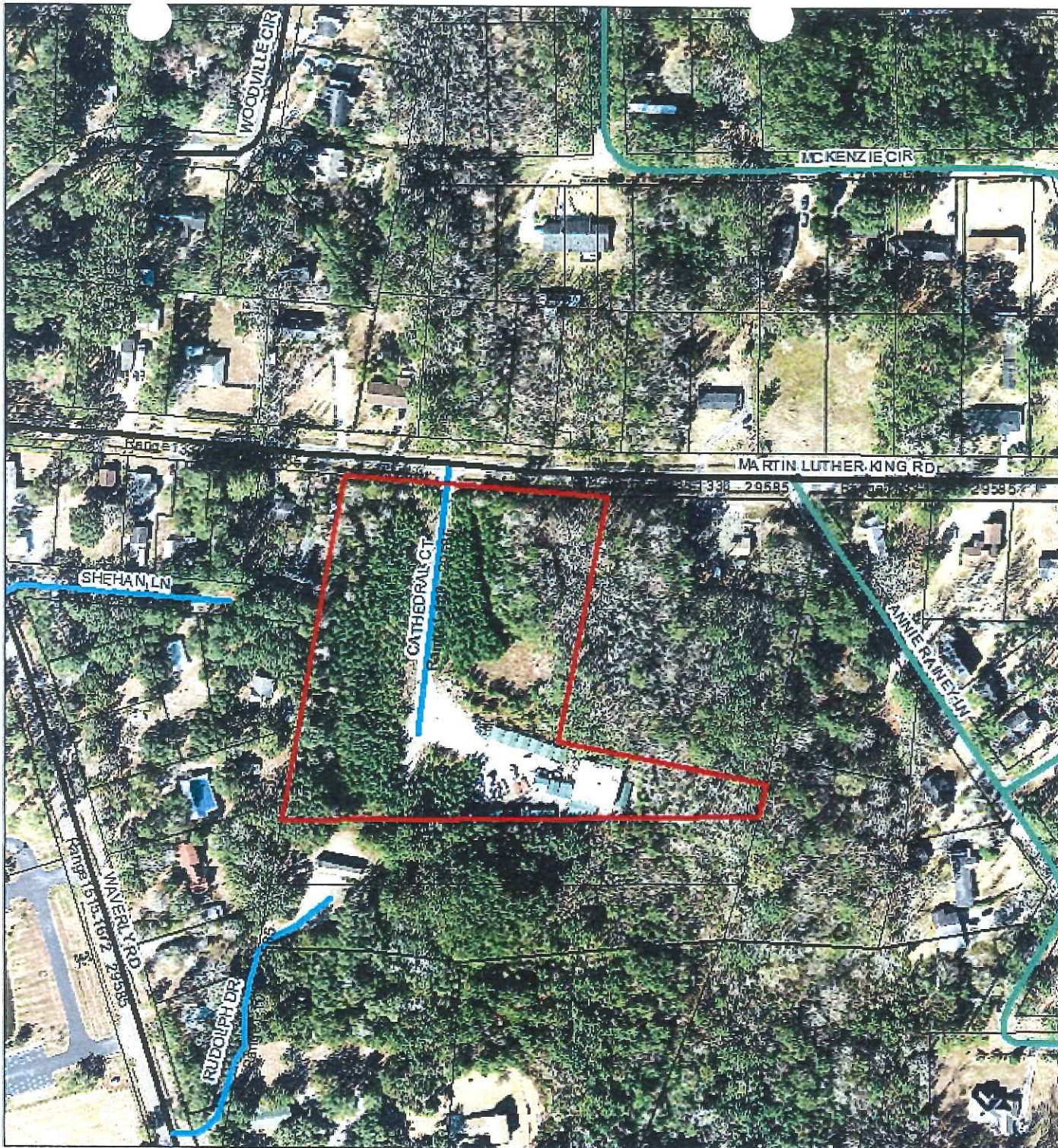
- streets
 - red lines = streets
- Maintained by
 - Blue line = City
 - Light blue line = Private
 - Black line = State
- Red outline = Kimmel, LLC
 - Black outline = Lot Lines
 - Black line = Railroads
 - Black diamond = Landmarks

Zoning

- DISTRICT
 - White box = CITY OF GEORGETOWN
 - Light purple box = V
 - Green box = M
 - Light green box = M-1
 - Light blue box = M-2
 - Light blue box = M-3
 - Light blue box = M-4
 - Light blue box = M-5
 - Light blue box = M-6
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 - Light blue box = M-97
 - Light blue box = M-98
 - Light blue box = M-99
 - Light blue box = M-100



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Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Kimmel, LLC

□ Lot Lines

—+— Railroads

◆ Landmarks

2014 Imagery (Color)

RGB

Red: Band_1

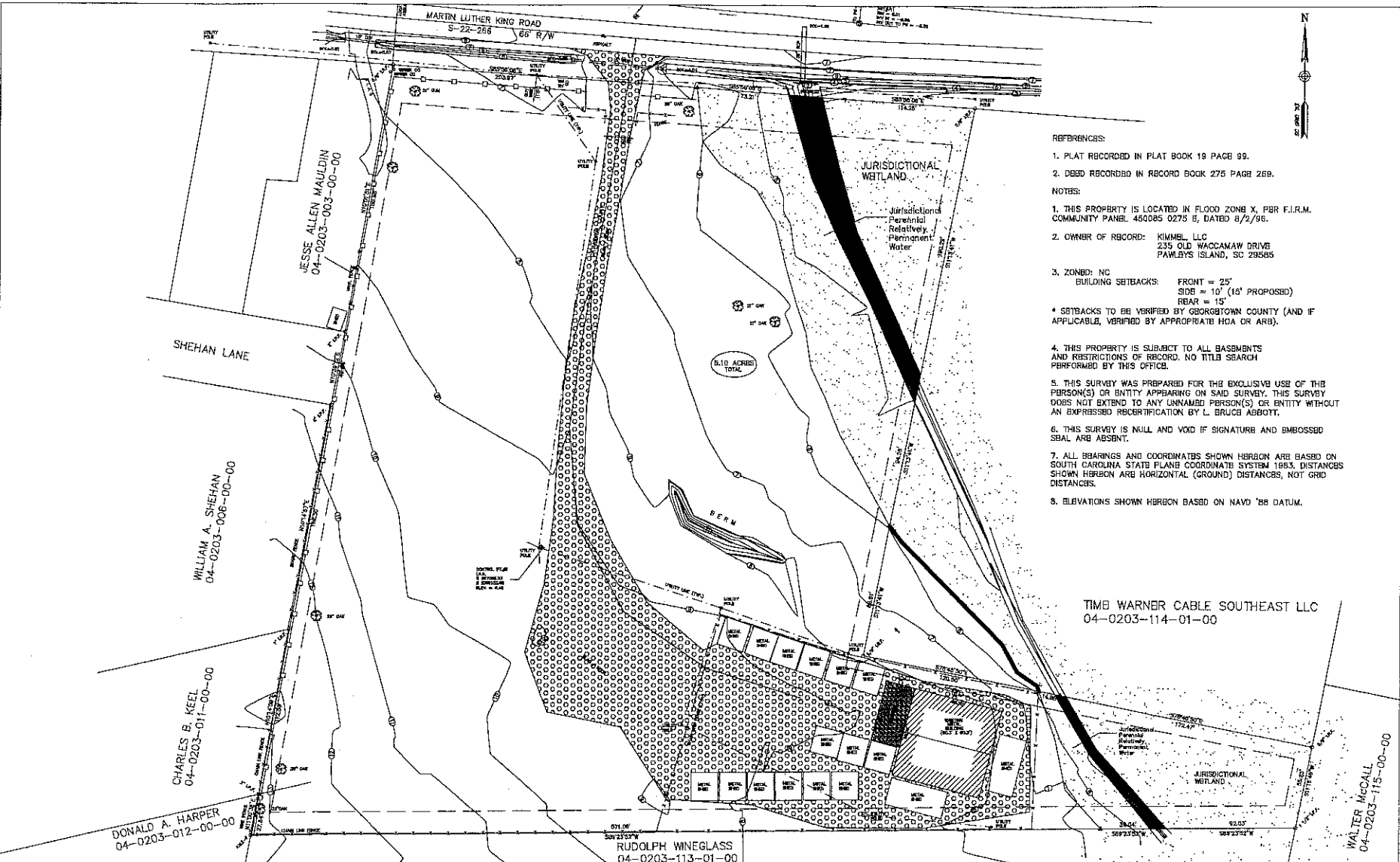
Green: Band_2

Blue: Band_3

Municipalities



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



REFERENCES:

1. PLAT RECORDED IN PLAT BOOK 19 PAGE 99.
2. DBSD RECORDED IN RECORD BOOK 275 PAGE 269.

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL 460085 0275 E, DATED 8/2/96.
2. OWNER OF RECORD: KIMMEL, LLC
235 OLD WACCANAW DRIVE
PAWLEYS ISLAND, SC 29585
3. ZONED: NC
BUILDING SETBACKS: FRONT = 25'
SIDE = 10' (15' PROPOSED)
REAR = 15'
- * SETBACKS TO BE VERIFIED BY GORGETOWN COUNTY (AND IF APPLICABLE, VERIFIED BY APPROPRIATE HOA OR ARB).
4. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. NO TITLE SEARCH PERFORMED BY THIS OFFICE.
5. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY APPEARING ON SAID SURVEY. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY WITHOUT AN EXPRESSED RECERTIFICATION BY L. BRUCE ABBOTT.
6. THIS SURVEY IS NULL AND VOID IF SIGNATURE AND EMBOSSED SEAL ARE ABSENT.
7. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM 1983. DISTANCES SHOWN HEREON ARE HORIZONTAL (GROUND) DISTANCES, NOT GRID DISTANCES.
8. ELEVATIONS SHOWN HEREON BASED ON NAVD '88 DATUM.

TIMB WARNER CABLE SOUTHEAST LLC
04-0203-114-01-00

WALTER McCALL
04-0203-115-00-00

WILLIAM A. SHEHAN
04-0203-006-00-00

JESSE ALLEN MAULDIN
04-0203-003-00-00

CHARLES B. KEEL
04-0203-011-00-00

DONALD A. HARPER
04-0203-012-00-00

RUDOLPH WINEGLASS
04-0203-113-01-00

REVISION	BY	DATE

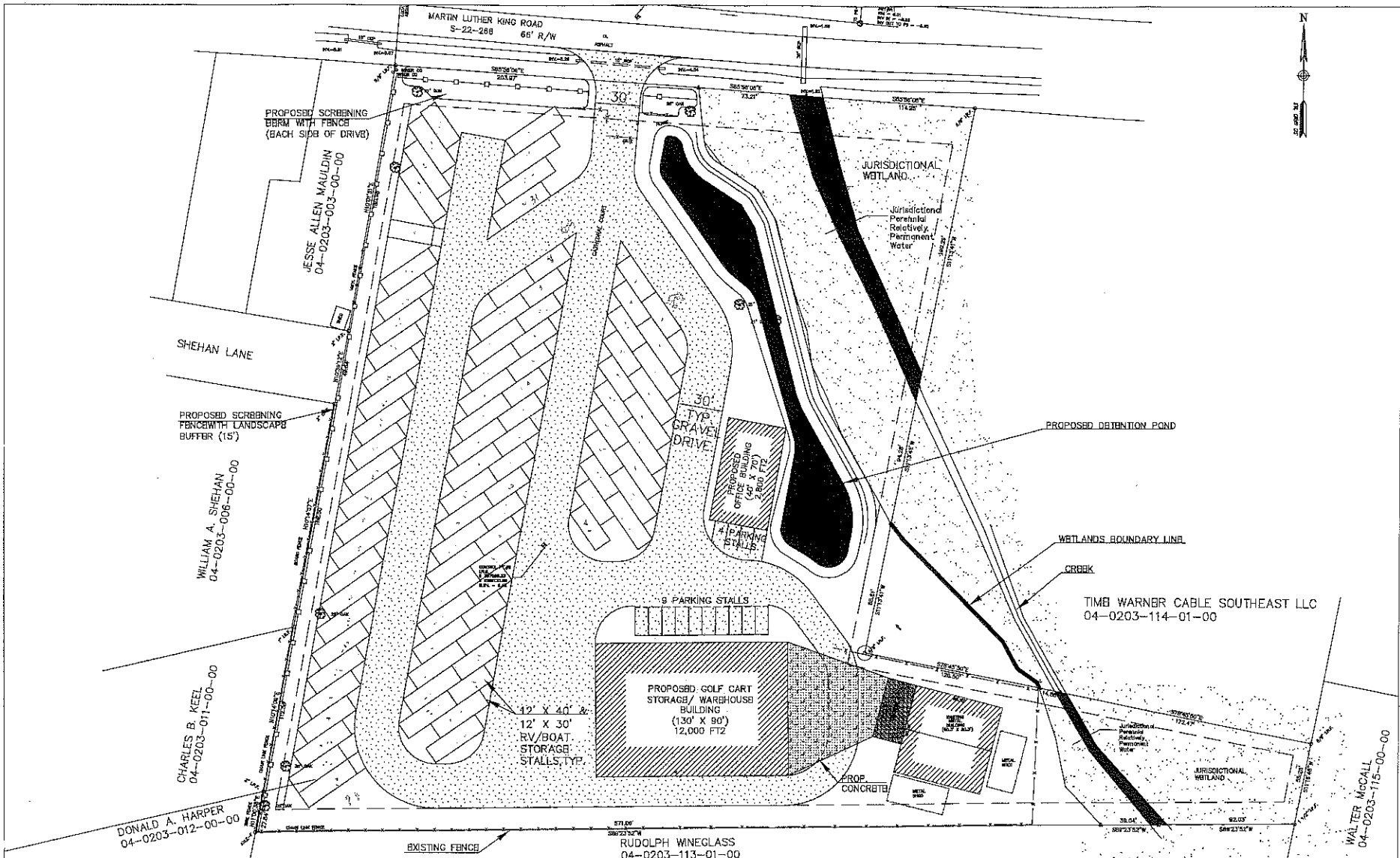
LDA
INTERNATIONAL
ENGINEERS - PLANNERS
63 OLD BARGE DRIVE - PAWLEYS ISLAND, SC 29585 USA
WWW.LDAINTERNATIONAL.COM

PAWLEYS ISLAND GOLF CARTS
MAINTENANCE & STORAGE
PAWLEYS ISLAND, SC 29585

EXISTING CONDITIONS

DESIGNED BY	ASB	SCALE	1" = 60'
DRAWN BY	ASB	DATE	MAY 9, 2019

C-1



NO.	DATE	DESCRIPTION	BY	CHKD.

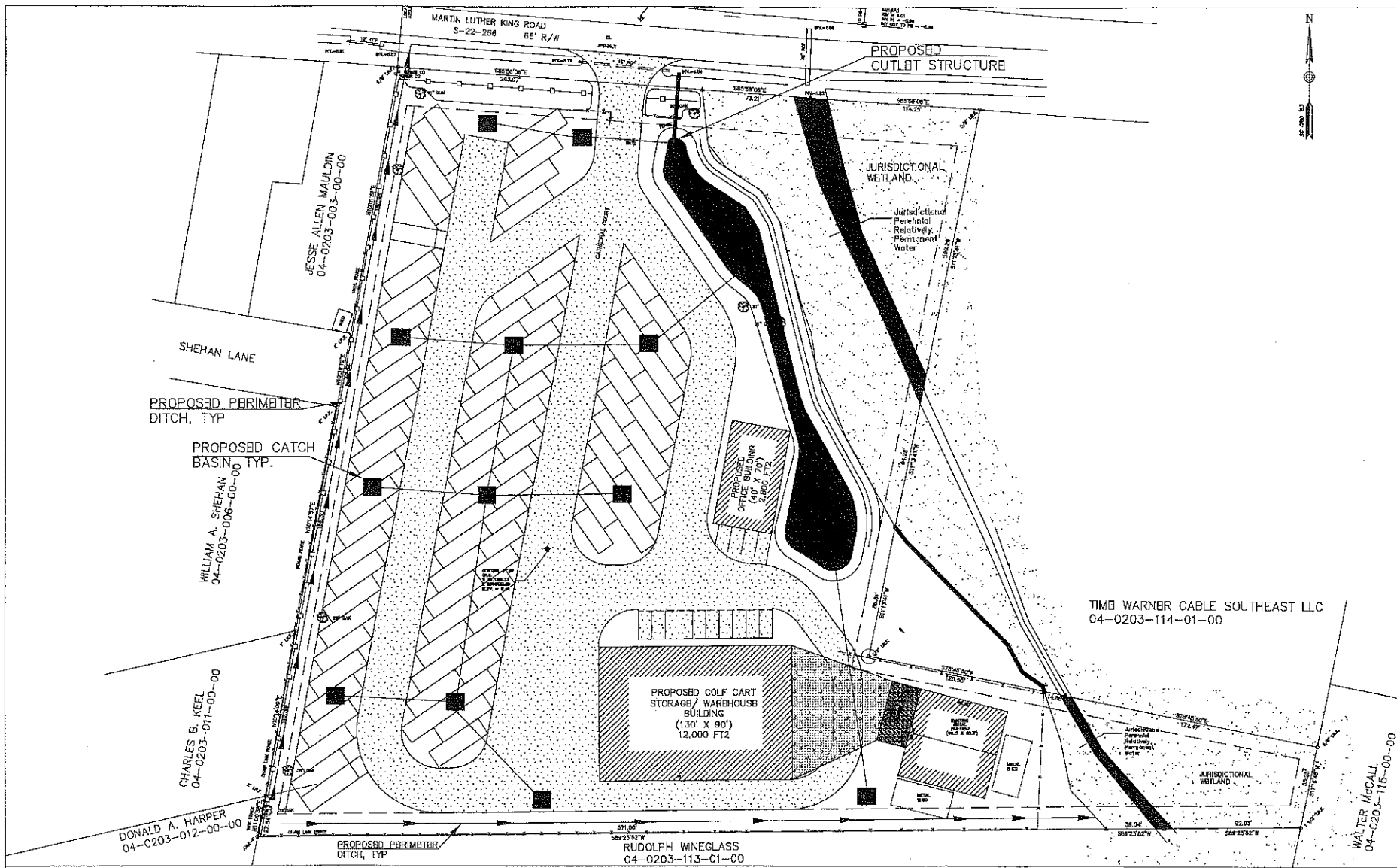
LDA
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 63 OLD BARGE DRIVE - PAWLEYS ISLAND, SC 29585 USA
 WWW.LDAINTERNATIONAL.COM

PAWLEYS ISLAND GOLF CARTS
 MAINTENANCE & STORAGE
 PAWLEYS ISLAND, SC 29585

SITE PLAN
 CONCEPT

DESIGNED BY	DATE	SCALE	
ASB		1" = 60'	
DRAWN BY	DATE		
ASB	MAY 9, 2019		

C-2



NO.	DATE	DESCRIPTION	BY	CHKD.
		REVISIONS		

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INTERNATIONAL
ENGINEERS - PLANNERS
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WWW.LDAINTERNATIONAL.COM

PAWLEYS ISLAND GOLF CARTS
MAINTENANCE & STORAGE
PAWLEYS ISLAND, SC 29585

RUDOLPH WINEGLASS
04-0203-113-01-00

DESIGNED BY
ASB

DRAWN BY
ASB

CHECKED BY
DUB

DATE
MAY 9, 2019

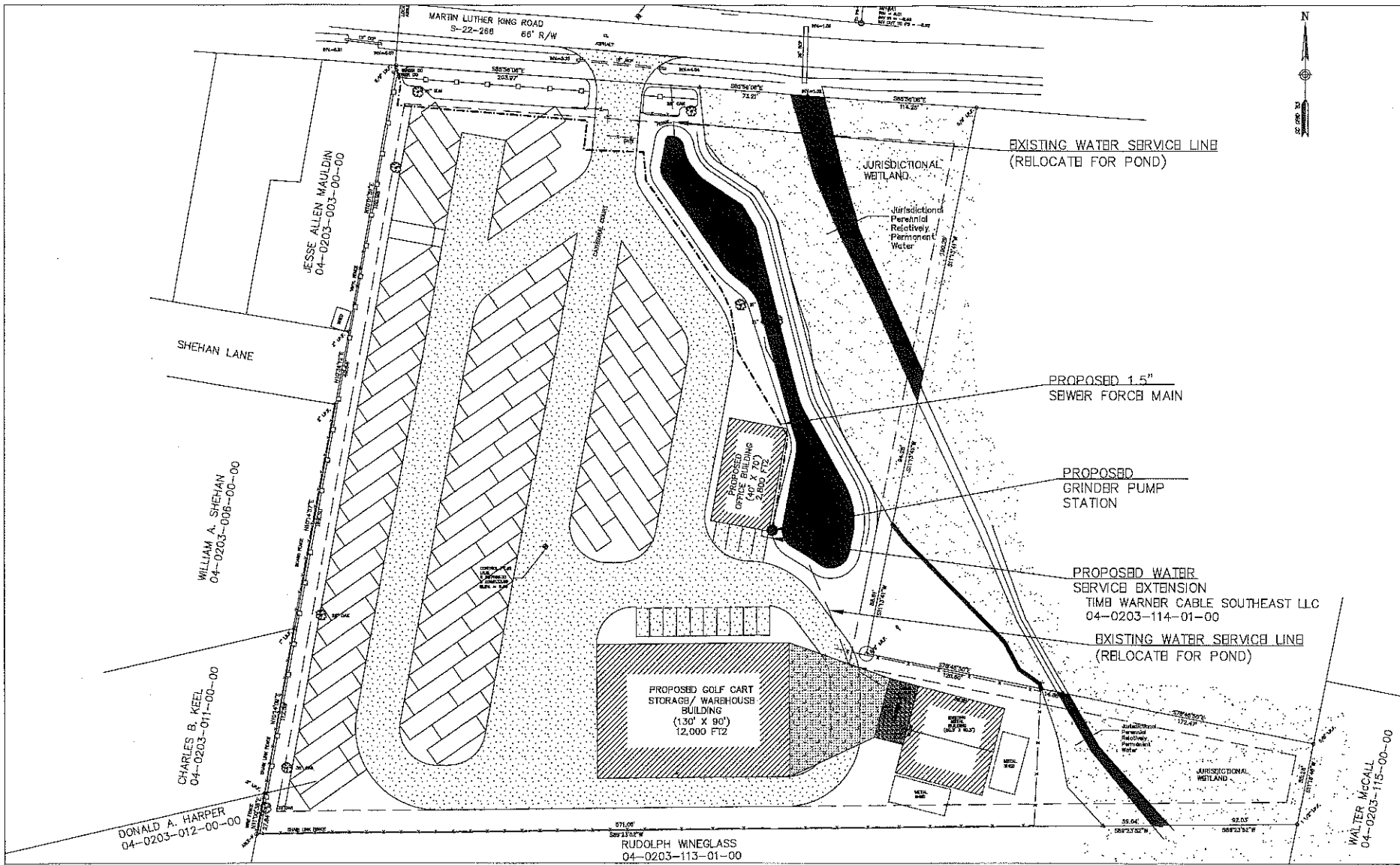
SCALE
1" = 60'

C-3

DRAINAGE PLAN
CONCEPT

TIMB WARNER CABLE SOUTHEAST LLC
04-0203-114-01-00

WALTER McCALL
04-0203-115-00-00



NO.	DATE	DESCRIPTION	BY	CHK.
		REVISIONS		

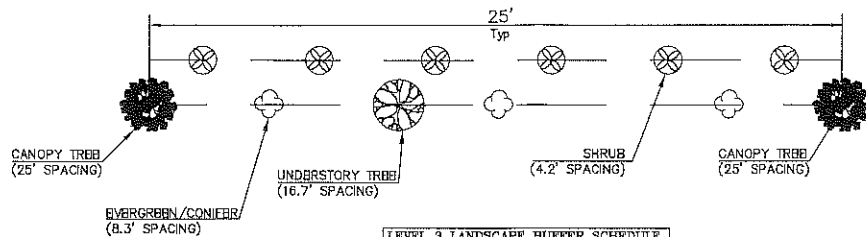
L D A
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 ENGINEERS - PLANNERS
 63 OLD BARGE DRIVE - PAWLEYS ISLAND, SC 29585 USA
 WWW.LDAINTERNATIONAL.COM

PAWLEYS ISLAND GOLF CARTS
 MAINTENANCE & STORAGE
 PAWLEYS ISLAND, SC 29585

WATER AND SEWER PLAN
 CONCEPT

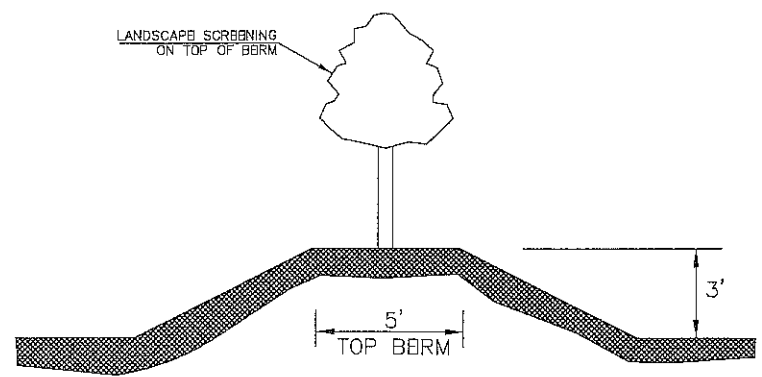
DESIGNED BY ASB	DRAWN BY ASB	SCALE 1" = 60'
CHECKED BY ASB	DATE MAY 9, 2019	

C-4

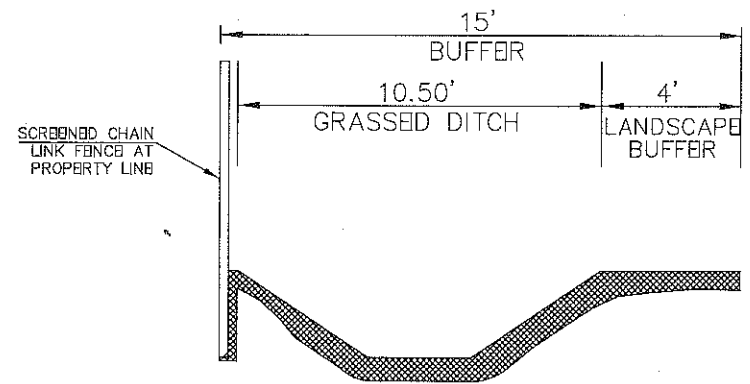


LEVEL 3 LANDSCAPE BUFFER SCHEDULE		
DESCRIPTION	UNITS PER 100'	UNIT SPACING
CANOPY TREES	4	25'
UNDERSTORY TREES	6	16.7'
EVERGREEN/CONIFERS	12	8.3'
SHRUBS	24	4.2'

LEVEL 3 LANDSCAPE BUFFER
DETAIL



LANDSCAPED BERM ALONG MLK ENTRANCE
SECTION - DETAIL



LANDSCAPED BUFFER
SECTION - DETAIL

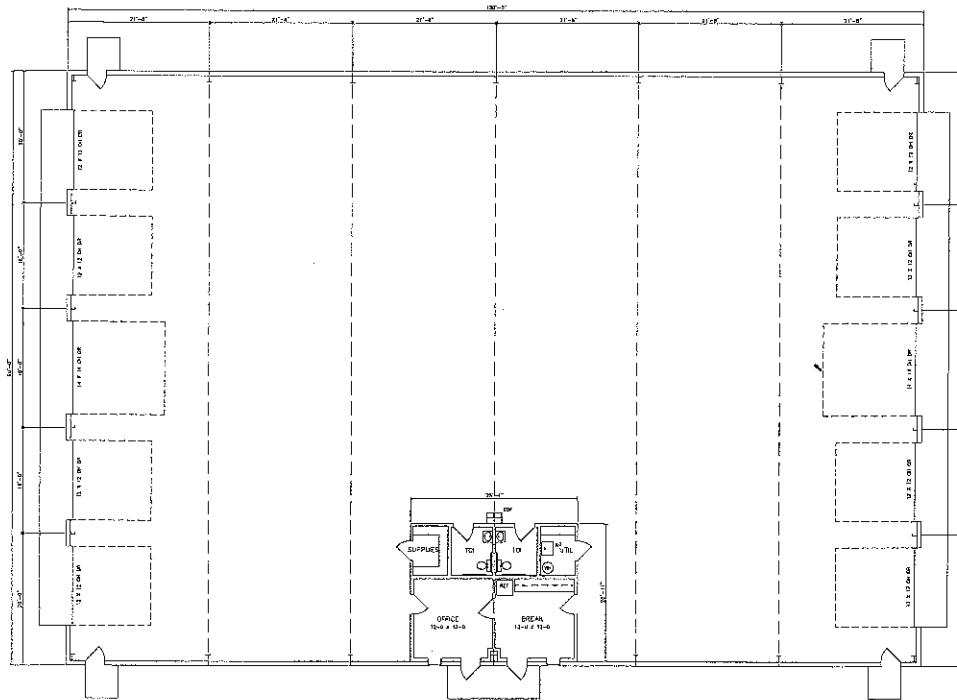
REVISIONS	BY	DATE

L.D.A.
INTERNATIONAL
ENGINEERS - PLANNERS
63 OLD BARGE DRIVE - PAWLEYS ISLAND, SC 29585 USA
WWW.LDAINTERNATIONAL.COM

PAWLEYS ISLAND GOLF CARTS
MAINTENANCE & STORAGE
PAWLEYS ISLAND, SC 29585

CONCEPTUAL DETAILS

DESIGNED BY ASB	CHECKED BY	SCALE N.T.S.	SHEET
DRAWN BY ASB	DATE MAY 9, 2019		C-5



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

3 WAREHOUSE VENTILATION REQUIREMENTS:

1. REQUIRED VENTILATION: 0.2 CFM / FT ²	[463,333]
2. VOLUME:	
1. WAREHOUSE VOLUME: 8' A L T H = 80 X 130 X 10	104,000 CU FT
2. STORAGE AREA VOLUME: 20'-4" X 21'-0" X 12'	(-) 5,032 CU FT
3. GOLF CART VOLUME: (ESTIMATED AT 100)	(-) 15,723 CU FT
NET VOLUME:	83,245 CU FT
3. RECOMMENDED NUMBER OF AIR CHANGES PER HOUR:	5
4. STATIC AIR PRESSURE:	0.0
5. EXHAUST FAN TOTAL ECFM:	
1. INET VOLUME X NUMBER OF AIR CHANGES / 60 MIN	13,600 CFM
2. TRUCKS X 5 X 7 X 10	
6. ENGINEERS SHALL VERIFY THE ABOVE CALCULATIONS.	

2 PRELIMINARY NOTES

1. VENTILATION:
 - a. DUE TO THE POTENTIAL BUILD-UP OF HAZARDOUS FUMES (GASOLINE, CARBON MONOXIDE, & HYDROGEN PEROXIDE) 100 AIR CHANGES PER HOUR PER WAREHOUSE VENTILATION REQUIREMENTS.
2. PROVIDE CARBON DIOXIDE AND HYDROGEN PEROXIDE DETECTION SYSTEM, CONNECT TO VENTILATION AS REQUIRED.

THIS DRAWING IS THE PROPERTY OF JON L. BOURNE-ARCHITECT AND MAY NOT BE COPIED, REPRODUCED, OR DISSEMINATED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ARCHITECT.

GOLF CART STORAGE FACILITY

PRELIMINARY DESIGN
NOT FOR CONSTRUCTION
JON L. BOURNE - ARCHITECT



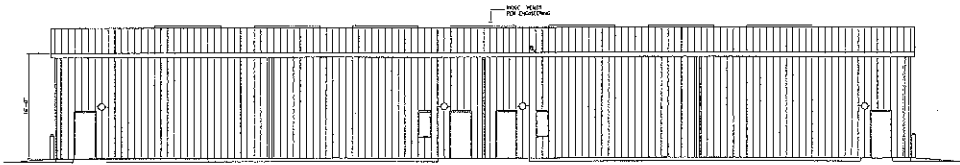
PROJECT NO: 18-071
DATE: FEB 23, 2019
REVISIONS:
FILE:
SHEET:
1

THIS DRAWING IS THE PROPERTY OF JON L. BOURNE-ARCHITECT AND MAY NOT BE COPIED, REPRODUCED, OR DISSEMINATED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ARCHITECT.

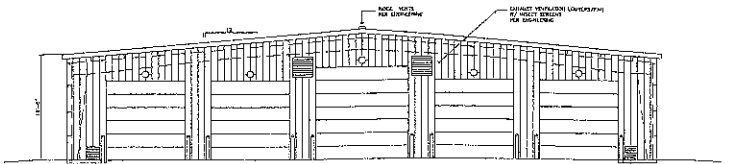
Jon L. Bourne - Architect
10101
10101
10101



② REAR SIDEWALL ELEVATION
1/8" = 1'-0"



③ FRONT SIDEWALL ELEVATION
1/8" = 1'-0"



① LEFT ENDWALL ELEVATION (RIGHT ENDWALL SIMILAR)
1/8" = 1'-0"

THIS DRAWING IS THE PROPERTY OF JON L. BOURNE - ARCHITECT AND MAY NOT BE REPRODUCED, COPIED, OR DISSEMINATED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ARCHITECT.

GOLF CART STORAGE FACILITY
121 SANDHILL COURT - FALMOUTH, MA 01903

NOTE: FINANCE PROVIDED FOR CONSTRUCTION IN WORKING CAPITAL. THIS USE OF FUNDS IS SUBJECT TO FINANCE (603) 284-9411.

PRELIMINARY DESIGN
NOT FOR CONSTRUCTION
JON L. BOURNE - ARCHITECT
11000 BAYVIEW BLVD. SUITE 200
FALMOUTH, MA 01903
PHONE: 508/338-7777 / WWW.JLB-ARCHITECT.COM



PROJECT NO.	19-073
DATE	FEB 25, 2011
REVISIONS	
FILE	
SHEET	2
OF 2	



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Art Baker of LDA International, LLC, as agent for Kimmel, LLC to rezone approximately 5 acres from Neighborhood Commercial (NC) to a Flexible Design District (FDD) to allow for Golf Cart Storage and Maintenance plus RV/Boat Storage. The property is located at 1321 Martin Luther King Road in Pawleys Island. TMS 04-0203-114-00-00. Case Number RZPD 4-19-22794.

The Planning Commission will be reviewing this request on **Thursday, May 16, 2019 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

Item Number: 11.c
Meeting Date: 6/25/2019
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-15 - An Ordinance to Declare as Surplus Two Tracts of Property Owned by Georgetown County, identified as TMS 03-0419-005-01-00 located at 9174 Pleasant Hill Road, and TMS 05-0025-024-01-00 located at 1623 Gilbert Street, and further to authorize the County Administrator to sell the properties in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate in the Pleasant Hill community containing approximately 1/2 acre and a small building formerly utilized as the Pleasant Hill Magistrates Office, and further identified as TMS No. 03-0419-005-01-00; and a property of approximately 1/2 acre located on Gilbert Street in the City of Georgetown, containing a building currently formerly known as the Howard High School Band Room, and currently utilized by the Howard Alumni Association, and further identified as TMS No. 05-0025-024-01-00.

Georgetown County has determined the subject properties can be declared surplus and sold to the benefit of Georgetown County.

FINANCIAL IMPACT:

Generation of revenue from sale of properties at fair market value, as prescribed within Georgetown County Ordinance No. 2008-09.

OPTIONS:

1. Move forward with adoption of Ordinance No. 19-15.
2. Decline to adopt Ordinance No. 19.15.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 19-15 declaring two tracts of property surplus, as identified, and authorizing the sale of the same.

NOTE: Ordinance No. 19-15 was previously introduced by title only, and will require a motion to amend at 2nd reading to incorporate proposed text.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 19-15 To Declare as Surplus and Authorize Sale of Properties	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: #19-15

AN ORDINANCE TO DECLARE AS SURPLUS TWO TRACTS OF PROPERTY KNOWN AS TMS# 03-0419-005-01-00 AND TMS# 05-0025-024-01-00, AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTIES IN THE MANNER AS PRESCRIBED WITHIN ORDINANCE NO. 2008-09, “GEORGETOWN COUNTY PURCHASING ORDINANCE”, AS AMENDED.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate in the Pleasant Hill community, Georgetown County, South Carolina, containing approximately ½ acre and designated as TMS No.: 03-0419-005-01-00; and

WHEREAS, Georgetown County owns certain real estate on Gilbert Street in the City of Georgetown, Georgetown County, South Carolina, containing approximately ½ acre and designated as TMS No.: 05-0025-024-01-00; and

WHEREAS, Georgetown County Council has determined the subject properties can be declared surplus and sold to the benefit of Georgetown County; and

WHEREAS, the fair market value of the property has been determined; and

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

WHEREAS, a public hearing discussing the matter was held on June 25, 2019.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, TMS# 03-0419-005-01-00, AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE SAME.
2. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, TMS# 05-0025-024-01-00, AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE SAME.

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

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

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

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2019.

John Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. 19-15, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

Item Number: 15.a
Meeting Date: 6/25/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Renewal of Memorandum of Understanding with Georgetown County Chamber of Commerce as designated agency for promotion of tourism, and approval of FY20 Annual Tourism Budget as proposed by the Tourism Management Commission.

CURRENT STATUS:

South Carolina counties collecting more than fifty thousand dollars of accommodations tax funding must allocate thirty percent of state accommodations tax distributions for advertising and promotion to develop and increase tourism.

SC Code 6-4-10 (3) directs that counties shall select one or more agencies to manage the expenditure of these tourism promotion funds. Designated agencies must submit a budget annually to the county for approval of planned expenditures.

POINTS TO CONSIDER:

The Georgetown County Chamber of Commerce has operated as Georgetown County's designated agency for the promotion of tourism under an existing *Memorandum of Understanding*. The MOU outlines the responsibilities and level of support to be provided by the Chamber of Commerce in the role of the County's designated agency for the promotion of tourism.

The Chambers or Commerce/Tourism Management Commission has submitted, for County Council's consideration and approval, a proposed annual budget for tourism management/marketing (approximately 30% of state accommodations tax funds) through June 2020.

OPTIONS:

1. Authorize renewal of existing MOU with Georgetown County Chamber of Commerce as Georgetown County's Designated Tourism Promotion Agency, and approve proposed budget for 30% of accommodations tax funds as submitted.
2. Do not authorize renewal of MOU with Georgetown County Chamber of Commerce.

STAFF RECOMMENDATIONS:

Recommendation for renewal of existing MOU between Georgetown County, and Georgetown County Chamber of Commerce, operating as the County's designated agency for the promotion of tourism through June 2020, and approval of submitted tourism management/marketing budget through June 2020 (approximately 30% of state accommodations tax funds).

ATTACHMENTS:

Description	Type
▫ FY19 Designated Tourism Agency MOU Chamber of Commerce	Backup Material
▫ TMC Annual Tourism Budget - 30% Atax Funds	Backup Material
▫ TMC Annual Budget FY20	Backup Material

**MEMORANDUM OF UNDERSTANDING
BETWEEN GEORGETOWN COUNTY COUNCIL AND
THE GEORGETOWN COUNTY CHAMBER OF COMMERCE
(FY 2019 RENEWAL AGREEMENT)**

WHEREAS, Georgetown County Council (CC) wishes to work in conjunction with the Georgetown County Chamber of Commerce (GCCC) to promote tourism in Georgetown County; and

WHEREAS, Georgetown County Chamber of Commerce also wishes to establish a working relationship and agreement with Georgetown County Council and promote tourism in conjunction with its mission; and

WHEREAS, both parties recognize the need, benefit, and value of tourism and tourism promotion for Georgetown County;

NOW, therefore, both parties subscribe that the following Agreement and Understanding shall be entered into for the stated purpose described herein, and thus agree to the following:

A. PURPOSE

The stated purpose of this MOU is to define and designate responsibilities regarding the level of support to be provided by GCCC, in the role of Designated Marketing Organization, to Georgetown County Council to commence July 1, 2018.

Georgetown County Council and GCCC thus agree to the below incorporated terms subject to the final execution of this document being solely performed and executed by signatures of the stated representative from each party.

B. TO GEORGETOWN COUNTY CHAMBER OF COMMERCE

GCCC shall be exclusively responsible for providing management and staff to support county marketing for tourism in the following manner:

Executive and Administrative Support

- Primary point of contact for county tourism
- Primary point of contact for tourism partners, agency, media, and other applicable entities
- Tourism Management Commission (TMC) meeting planning, facilitation, strategic planning, committee management, and dissemination of materials
- Participate in recruitment and orientation of new TMC members
- Prepare and generate reports
- Receive and distribute mail
- Handle phone and internet inquiries
- Maintain tourism database
- Maintain marketing collateral inventory and distribution
- Website maintenance

- Social media; manage social media sites to include Facebook, Instagram, Twitter
- Ad placement and management--print and digital
- Public relations management
- Coordinate co-operative advertising program
- Attend media events with travel writers
- Direct and coordinate schedules, lodging, and other needs for visiting writers
- Point of contact with retained vendors
- Coordinate promotional mailings
- Provide quarterly reports to council
- Manage crisis communications as related to county tourism
- Annual staff training, attend EOC meetings, and participate in mock drills
- Staff representation in EOC during a crisis

Finance Support

- Provide tax status and fiduciary responsibility for annual county contributions
- Daily accounts payable and accounts receivable
- Prepare and issue vendor payments
- Maintain daily financial records
- Prepare monthly financial reports
- Make bank deposits and perform statement reconciliation
- Approve vendor invoices for payment and sign checks
- Prepare and manage annual budget
- Present budget to council and other agencies as required
- Prepare and submit applications for grants
- Grant management, reimbursement requests, and required final reports
- Contract audit firm and provide support for audit
- File appropriate tax forms and other reports necessary for fund expenditure providing tax status for county funds
- Responsible for internal control systems and financial statement presentations
- Review general ledger account transactions for preparation of monthly financial reports
- Report to Council as required
- Provide copy of Audited Financial Statement to Georgetown County at the end of year

Operation Support

- Physical location of record
- Experienced staff to act as Executive, Administrative, and Financial support for County funds
- Tourism mailings
- Routine office supplies
- Provide all equipment needs: furniture, telephones, internet service, website management, physical maintenance, computers, signage, copy machine, all maintenance and replacement of equipment, cell phones, mailing supplies, provide cost of all payroll taxes, workers comp insurance, directors and officers liability insurance, building insurance, general liability, mileage, professional development

C. TO GEORGETOWN COUNTY COUNCIL

- Appoint seven (7) member TMC (Tourism Management Commission)
- Ensure TMC is aware that staff will keep them informed of budgets, operational planning and any other information necessary for them to timely discharge their responsibilities
- Direct the TMC to monitor planning and implementation of marketing plan and to participate in routine updates to council
- Be available to participate in review meetings to discuss issues related to this agreement

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. For the rendering of all duties outlined in this agreement, the County shall compensate the Georgetown County Chamber of Commerce in the amount of \$139,872 annually. The County's compensation shall be disbursed from the County's 30% designated tourism promotion funding that, according to statute, must be used for the advertising and promotion of tourism for Georgetown County. Additionally, the Chamber agrees to employ a full-time Tourism Director who is dedicated solely to the operations of the TMC, and to employ an additional part-time Tourism Assistant.
2. GCCC through agreed upon compensation and its own contribution shall provide those items as stipulated above plus personnel, telephone/toll charges, internet service, general office printing and copy charges, general office supplies, machinery, hardware/software, building, maintenance, utilities, IT support, office furniture, professional development, and travel expenses.
3. Costs directly related to tourism marketing will be paid directly from the county tourism marketing account and shall include postage for lead fulfillment, supplies related to mailing costs, accounting and audit costs, costs for collateral materials, banking charges, check printing, and marketing costs.
4. The annual budgets for County tourism for purposes of this MOU will contemplate a Fiscal Year July 1 – June 30, to follow the County and State Fiscal Year calendar. As required by the SC enabling statutes, the TMC (Chamber) must submit no later than 30 May of each year this agreement is in effect, its proposed budget for use of the County's 30% designated tourism promotion funding. No funds may be disbursed under this agreement unless and until each such proposed budget has been approved.

5. MODIFICATOIN – Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of written modification, signed, and dated by all parties, prior to any changes being implement.
6. PRINCIAL CONTACTS. The principal contacts for this instrument are:

Georgetown County Chamber of Commerce
Beth Stedman, President/CEO
531 Front St.
Georgetown, SC 29440
P: 843-546-8436
bstedman@visitgeorge.com

Georgetown County Council
Sel Hemingway, Administrator
716 Prince St.
Georgetown, SC 29440
P: 843-545-3006
shemingway@gtcounty.org

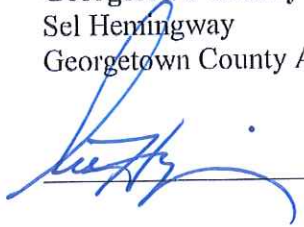
Copies to be sent to Chairman of County Council and Chairman of County Council
Committee on Tourism

E. COMMENCEMENT / EXPIRATION / TERMINATION

This instrument is executed as of the date of the final signature and is effective beginning July 1, 2018. The agreement will be reviewed annually no later than 30 days prior to the completion of the fiscal year. The first review should be concluded no later than May 30, 2019. Terms of this agreement shall be reviewed by both parties and any changes or termination of the agreement arranged at that time but no later than 30 June of that fiscal year. Both parties shall first attempt in good faith to resolve any disagreement arising under this MOU, with the understanding that neither party shall have any right to commence litigation hereunder. This agreement is for one calendar year, and nothing herein requires renewal; however, if renewal is desired said renewal shall, barring objections or desire to terminate in writing by either party at least 90 days prior to the end of the fiscal year, be automatic for the following year. This renewal clause shall only contemplate three (3) consecutive renewal years and if renewals have been entered into, then at the end of FY 2021 this Agreement shall be null and void. If it is the intent of either party to not renew this Agreement, written notice must be given to the other party 90 days in advance of the annual termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Georgetown County
Sel Hemingway
Georgetown County Administrator



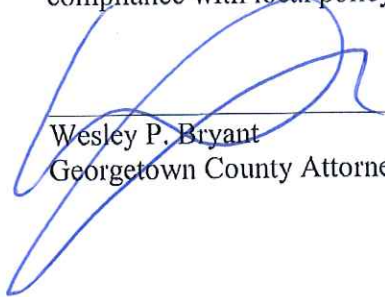
DATE

Georgetown County Chamber of Commerce
Beth Stedman
President & CEO

 8-10-18

DATE

The authority and format of this document has been reviewed and determined to be in compliance with local policy and applicable laws.



Wesley P. Bryant DATE
Georgetown County Attorney

Georgetown County TMC

30% Budget

REVENUE

30% a Tax (estimated)	\$	400,000.00
TOTAL PROJECTED REVENUE	\$	400,000.00

PRINT MEDIA

Coastal Observer - Beaches	\$	2,500.00
online, insert in Memorial Day issue, mailed to confirmed reservations	\$	-
Strand Media- Visitors Guide 60K	\$	6,000.00
	\$	-
Resource Guide	\$	5,000.00
Hoffman Media (Southern Lady, Taste of the South)	\$	12,313.00
300x250 ad unit on participating brand websites,(100,000 guaranteed geo-targeted impressions)		
3 single-sponsor blog posts (1 per brand)		
3 single-sponsor e-newsletters (1 per brand)		
6 Facebook posts (2 per brand)	\$	-
	\$	-
On The Beach Magazine 2019	\$	8,500.00
	\$	-
SCPRT Vacation Guide 2019	\$	14,000.00
Circ: 400,000	\$	-
Integrated video in digital version	\$	-
Southern Bride Magazine	\$	4,329.00
A/V featured vendor listing, blog feature, social media and eMail newsletter	\$	-
	\$	-
TOTAL PRINT MEDIA	\$	52,642.00

COLLATERAL

Niche Collateral; i.e. Brochures Focused on History, Food Tours, etc.	\$	9,600.00
TOTAL COLLATERAL	\$	9,600.00

INTERACTIVE MEDIA

Facebook Promoted Posts	\$	12,000.00
Search Engine Marketing	\$	36,100.00
DiscoverSouthCarolina.com	\$	25,000.00
Will be determined after June 2019 Co-op meeting	\$	-
TOTAL INTERACTIVE MEDIA	\$	73,100.00

WEBSITE

CrowdRiff	\$	20,000.00
I'm Going	\$	16,000.00
Maintenance	\$	6,000.00
JackRabbit/Book It	\$	9,400.00
TOTAL WEBSITE	\$	51,400.00

OUT OF HOME (OOH)

Billboards, signage	\$	20,000.00
TOTAL OUT OF HOME (OOH)	\$	20,000.00

FULFILLMENT		
Mailhouse Services	\$	6,000.00
Postage & Mailing Permits	\$	9,000.00
TOTAL OF FULFILLMENT	\$	15,000.00

MEMBERSHIPS/SUBSCRIPTIONS		
Southeastern Tourism Society	\$	750.00
US Travel Association/ESTO	\$	1,000.00
SC Travel and Tourism Coalition	\$	200.00
SCNBTA	\$	200.00
SUBTOTAL OF MEMBERSHIPS/SUBSCRIPTIONS	\$	2,150.00

CREATIVE & PRODUCTION		
Creative services (Photography, videography, ad design)	\$	5,070.00
TOTAL OF CREATIVE & PRODUCTION	\$	5,070.00

PUBLIC RELATIONS		
KingFish PR - PR services	\$	18,000.00
TOTAL OF PR	\$	18,000.00

ADMINISTRATIVE EXPENSES		
Chamber	\$	139,872.00
Bank Fees/Checks	\$	250.00
Accounting	\$	4,410.00
Phone - 800 number	\$	6.00
Audit	\$	3,500.00
SUBTOTAL OF ADMINISTRATIVE EXPENSES	\$	148,038.00

CONTINGENCY - unallocated	\$	5,000.00
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TOTAL OF EXPENSES	\$	400,000.00
TOTAL OF REVENUE	\$	400,000.00

NOTES: 30% ATAX income numbers are estimated based on history of the past two prior fiscal years. Projected buys are subject to change. If ATAX monies do not meet projections, media will be cut from the plan.

**Georgetown County Tourism Management Commission
BUDGET**

July 2019 - June 2020

	30% ATAX	% of 30% Budget	65% ATAX	Other Funding	Totals	% of Total Budget
INCOME						
65% Tax	\$ -		\$ 500,000.00	\$ -	\$ 500,000.00	
30% Tax	\$ 400,000.00		\$ -	\$ -	\$ 400,000.00	
SCPRT Grants	\$ -		\$ -	\$ 97,500.00	\$ 97,500.00	
Total Projected Income	\$ 400,000.00		\$ 500,000.00	\$ 97,500.00	\$ 997,500.00	
EXPENSE						
Print	\$ 52,642.00	13%	\$ 87,750.00	\$ 48,750.00	\$ 189,142.13	19.0%
Interactive	\$ 73,100.00	18.30%	\$ 251,250.00	\$ 48,750.00	\$ 373,100.18	37.4%
Festivals & Events, Co-op	\$ -	\$ -	\$ 115,000.00	\$ -	\$ 115,000.00	11.5%
Public Relations/Apptms./FAM	\$ 18,000.00	4.50%	\$ 31,000.00	\$ -	\$ 49,000.05	4.9%
Out of Home	\$ 20,000.00	5%	\$ 15,000.00	\$ -	\$ 35,000.05	3.5%
Collateral	\$ 9,600.00	2.40%	\$ -	\$ -	\$ 9,600.02	1.0%
Website	\$ 51,400.00	12.90%	\$ -	\$ -	\$ 51,400.13	5.2%
Fulfillment	\$ 15,000.00	3.75%	\$ -	\$ -	\$ 15,000.04	1.5%
Membership/Subscriptions	\$ 2,150.00	0.54%	\$ -	\$ -	\$ 2,150.01	0.2%
Creative/Production	\$ 5,070.00	1.27%	\$ -	\$ -	\$ 5,070.01	0.5%
Administrative Expense	\$ 148,038.00	37%	\$ -	\$ -	\$ 148,038.37	14.8%
Contingency (unallocated)	\$ 5,000.00	1.25%	\$ -	\$ -	\$ 5,000.01	0.5%
TOTALS	\$ 400,000.00	100%	\$ 500,000.00	\$ 97,500.00	\$ 997,501.00	100%

NOTES:

- 30% ATAX income is estimated based on past performance.
- Media buys are subject to change. If income does not meet projections, media will be cut from the plan.

Item Number: 15.b
Meeting Date: 6/25/2019
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Belin United Methodist Church - Property Lease

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

- Belin Memorial United Methodist Church owns property located at 4128 Highway 17 Bus., Murrells Inlet, further identified as TMS 41-0114-150-00-00.
- Georgetown County is desirous of leasing a portion of this property for the purpose of realigning the road that connects the boat landing parking area located adjacent to the rear of the Belin Property with the boat launch area.
- Both parties recognize the local and countywide benefits to be derived from the realignment of the driveway, and agree to enter into a long term lease agreement for the use of the subject property.

OPTIONS:

1. Approve and authorize proposed lease agreement.
2. Do not authorize proposed lease agreement.

STAFF RECOMMENDATIONS:

Recommendation to approve and authorize execution of proposed lease agreement between Georgetown County and Belin Memorial United Methodist Church.

ATTACHMENTS:

Description	Type
▢ Lease with Belin United Methodist Church	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

LEASE AGREEMENT
(4128 Hwy 17 Bus., Murrells Inlet, SC)

WHEREAS, Belin Memorial United Methodist Church is the owner of that certain property in the area known as Murrells Inlet, Georgetown County, South Carolina, TMS No: 41-0114-150-00-00; and

WHEREAS, Georgetown County desires a long term lease of a portion of the property for the purpose of realigning the road that connects the boat landing parking area located adjacent to the rear of the Belin property with the boat launch area; and

WHEREAS, Belin recognizes the importance of realignment of the road and understands the County requires this lease in order to help secure funding for the project; and

WHEREAS, Belin understands the County will seek fee simple ownership of the roadbed once a final design is in place and construction begins and in turn the County will quit claim deed to Belin any interest it may have in the current roadbed located adjacent to the southwestern boundary of the subject Belin tract; and

WHEREAS, both parties, in consideration of the local and countywide benefits to be derived from the realignment of the driveway, agree to enter into a lease agreement for the use of the subject property more particularly shown as a proposed road right of way in Exhibit A.

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

THIS PROPERTY LEASE AGREEMENT ("Agreement" or "Lease") made and entered into this ___ day of _____, 2019, by and between the **BELIN MEMORIAL UNITED METHODIST CHURCH** (hereinafter referred to as Lessor) AND **GEORGETOWN COUNTY**, a body politic and corporate and organized under the laws of the State of South Carolina, (hereinafter referred to as Lessee).

1. Leased Property. The Lessor, in consideration of the rents, covenants and agreements hereinafter specified to be paid, kept and performed by Lessee, hereby leases Lessee that certain property located at 4128 Hwy 17 Bus., Murrells Inlet, SC 29576 consisting only of a proposed road right of way approximately 50 feet in width more fully depicted on Exhibit A as a portion of TMS No: 41-0114-150-00-00 (hereinafter referred to as the Property). Upon the final design on the roadway it is understood this Lease will be updated with a more definite depiction and further the County will seek to acquire fee simple title to the road right of way.

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

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

3. **Term.** The Term of this Agreement shall be until March 31, 2049.
4. **Renewal Term.** There shall not be the option of a renewal term unless agreed upon in another writing.
5. **Early Termination.** Lessee shall have the right to terminate this Agreement at any time during the term hereof in the event Lessee's activities become prohibited, is rendered practically unfunded and/or unprofitable, the property is no longer needed or the Lessee acquires fee simple title to the property.

Lessor shall have the right to terminate this Agreement at any time during the term hereof if it is determined by either party the subject road realignment project will not move forward or occur.

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

6. **End of Term.** Upon expiration of the Initial Term, Renewal Term, or other termination of this Agreement, Lessee shall quit and surrender to Lessor the property in essentially the same condition as it was received. Lessee shall remove from the property all of its property, to include any improvements (unfixed) to the property prior to the expiration of the term or early termination date.

7. **Holdover Occupancy.** Holdover occupancy shall not be allowed unless agreed to by both parties and evidenced in writing, executed by both parties, amending the terms of this agreement.

8. **Rent and Lease Payments.** Commencing on the date as written above, Lessee shall pay lessor Rent (as herein defined) at the address specified in Paragraph 28, or other such place as may be designated by Lessor. **The Rent shall be One Dollar a year.** Said rent shall be prorated for the initial month and/or any partial months due to early termination, if needed. Rent shall not be subject to deduction. FURTHER, the Lessee shall be responsible for any and all repairs, maintenance, and upkeep, regardless of cause, for restoring the property to the same state of condition it is in at the commencement of this lease agreement.

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

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

by all governing bodies with jurisdiction upon Lessee's personal property located upon the Leased Property.

11. Use of Leased Property. During the Term of this Agreement, and any renewal period thereof, Lessee shall occupy and use the Leased Property for the purpose of conducting any and all associated road right of way construction, maintenance, and use activities due to the realignment of the road right of way.

If necessary, Lessee shall be allowed to install reasonable exterior signs and graphic materials on the Leased Property and for advertisement and recognition so long as the signs conform to all applicable Sign and Zoning Ordinances for the County of Georgetown.

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

13. Maintenance. Lessee shall be fully responsible for ALL maintenance and upkeep of the premises.

14. Repairs. ANY and ALL repairs that are needed due to ALL items regardless of the cause or area needing repair shall be the responsibility of the Lessee during the term of this Lease Agreement.

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

16. Right of Entry. Lessor shall have the right, upon adequate notice, to enter the real property for the purpose of inspecting or protecting such. This right includes, but is not limited to, safety checks in the time of natural disasters and any other emergencies. However Lessor understands that the Lessee is an operating dredging activities, which inherently may carry a higher risk than other activities and as such there may be privacy, safety, and security policies/personnel that may prohibit the Lessor from immediate entry during certain times of the day, weeks, or months.

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

19. Insurance. Lessee agrees to maintain, at its own expense, general liability insurance policy or policies. The insurance required by this Agreement shall, at a minimum, be issued by insurance companies authorized to do business in the State of South Carolina. Lessee agrees to maintain a policy with at least \$300,000.00 in coverage for a single individual, \$600,000.00 per occurrence. Lessee agrees to furnish Lessor, upon request, with a copy of certificates and binders evidencing the existence of the insurance required herein. Lessor must receive at least ten (10) days prior written notice of any cancellation of Lessee's insurance coverage. Failure to maintain insurance coverage as stated above shall constitute a breach of this agreement.

However, nothing herein shall preclude the Lessor from obtaining or maintaining its own property insurance, in whatever form, during the term of this Lease Agreement.

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

21. Alterations and Improvements. The Lessee shall be allowed to make any major alterations to the Leased Property so long as the property is restored to substantially the same state it was in upon Lessee's receipt. Lessee shall indemnify and hold harmless the Lessor against any mechanic's liens or materialmen's liens, lawsuits, or any other lien or action whereby money is being claimed as owed, arising out of the making of any alteration or improvements by Lessee to the Leased Property as herein provided.

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

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

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

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

RESPONSIBILITY FOR ALL BODILY INJURY AND PROPERTY DAMAGE THAT OCCURS PURSUANT TO ACTS OF THE LESSEE.

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

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

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

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

If to Lessee: Sel Hemingway, Administrator
Georgetown County
PO Drawer 421270
Georgetown, SC 29442

If to Lessor: Belin Memorial United Methodist Church
P.O. Box 528
Murrells Inlet, SC 29576

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

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

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

31. Severability. If a provision hereof shall be finally declared void or illegal by any court of agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be

void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

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

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

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

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

WITNESSES

LESSEE: GEORGETOWN COUNTY

BY: _____

ITS: **County Administrator**

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

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

Witness my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

WITNESSES

LESSOR: **BELIN MEMORIAL UNITED
METHODIST CHURCH**

Sidney S. Williams

BY: _____

Robert H. Streett

ITS:

Trustee Chairman

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, Robert A. Streett, do hereby certify that Sidney E. Williams personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of May, 2019.

Robert H. Streett

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: _____

CS

EXHIBIT A



09

Item Number: 16.a
Meeting Date: 6/25/2019
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: _____

AMPD-6-17-18572



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

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

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

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

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

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

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

Street Address: 11822 HWY 17 BYPASS

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

Lot / Block / Number: _____

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: _____

Residential Acreage: 0.54

Property Owner of Record:

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

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

Telephone/Fax: 843-357-9888

E-Mail: _____

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

Contact Information:

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

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

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

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-Mail: _____

Signature of Agent/ Date: _____

Signature of Owner /Date: _____

Adjacent Property Owners Information required:

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

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

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

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

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

Submittal requirements: 12 copies of 11 x 17 plans

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

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: _____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s) _____

Submittal requirements:

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

 SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: PLEASE SEE ATTACHED

Reason for amendment request: PLEASE SEE ATTACHED

Submittal requirements:

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

SECTION D: SITE PLAN AMENDMENT

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

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

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

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

Tiffany Coleman

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

Follow Up Flag: Follow up
Flag Status: Completed

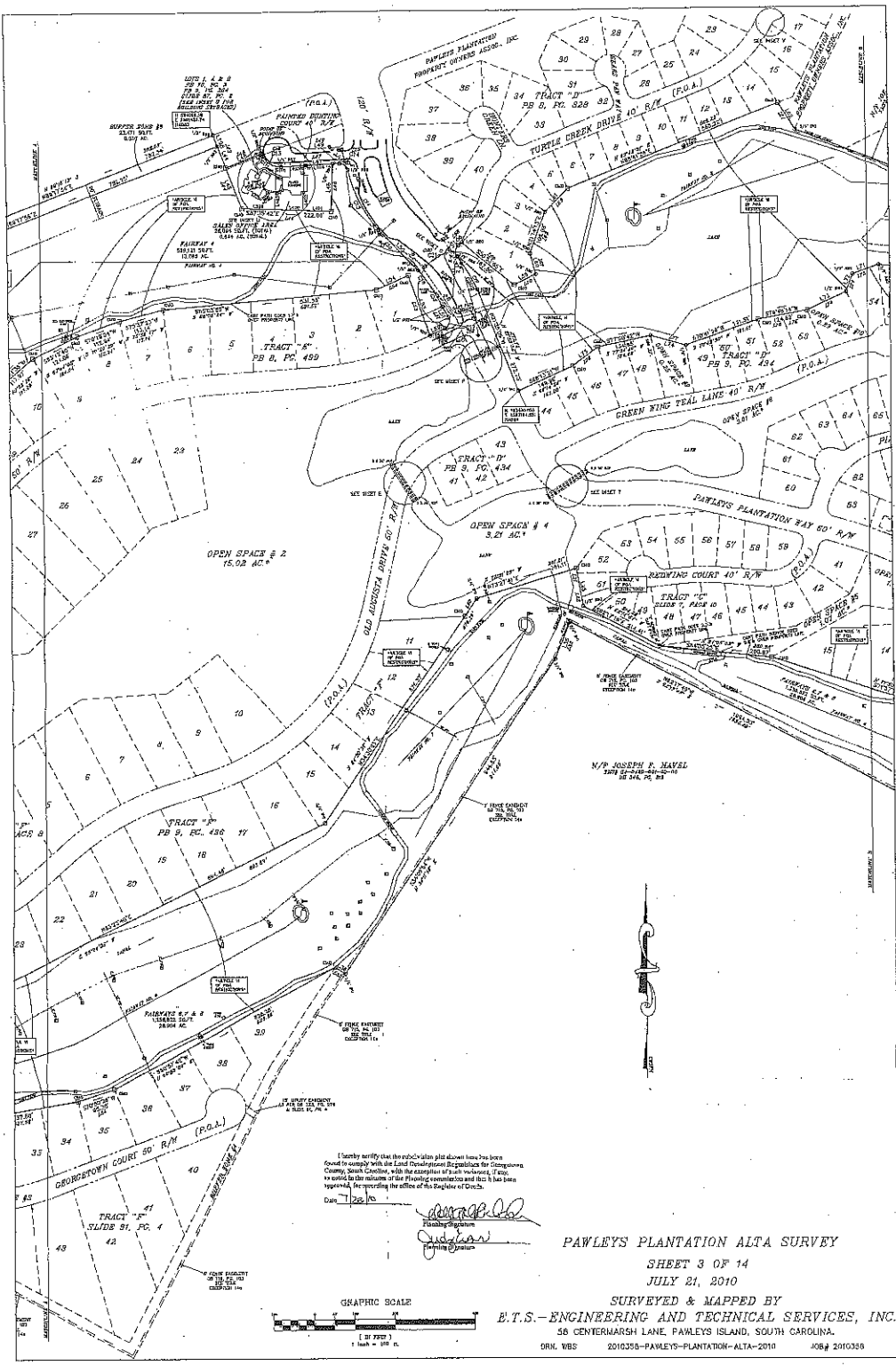
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

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

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



I hereby certify that the subdivision plat shown here has been found to comply with the Land Ordinance and Regulations for Georgetown County, South Carolina, with the exception of such portions, if any, as noted on the returns of the Planning Commission and that it has been approved, in accordance with the office of the Register of Deeds.

Date: 2010

[Signature]
 Register of Deeds

PAWLEYS PLANTATION ALTA SURVEY
 SHEET 3 OF 14
 JULY 21, 2010

SURVEYED & MAPPED BY
 E.T.S.-ENGINEERING AND TECHNICAL SERVICES, INC.
 56 CENTERMARCH LANE, PAWLEYS ISLAND, SOUTH CAROLINA.

DRW. WBS 2010255-PAWLEYS-PLANTATION-ALTA-2010 406# 2010325



Wetland Delineation of
Pawleys Plantation
 Phase 2 - Lots 48A & 53A

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

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

Legend

Line Legend	
Boundary (surveyed)	—————
Boundary (not surveyed)	—————
Adjacent Boundary	- - - - -
Right of Way	—————
Tributary	- · - · -
Non-Aquatic Feature	—————
Dirt Road	—————
Bulkhead	—●—●—●—
Hatch Legend	
Wetland	· · · · ·
Waters	—————
Critical Area/Section 10	///////
Symbol Legend	
Data Point	⊕
Photo Point	⊗
Property Corner	●

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



the
BRIGMAN
COMPANY
 wetland consulting - forest management - land surveying

Pawleys Plantation
 Property Location
 AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

▭ Pawleys Plantation

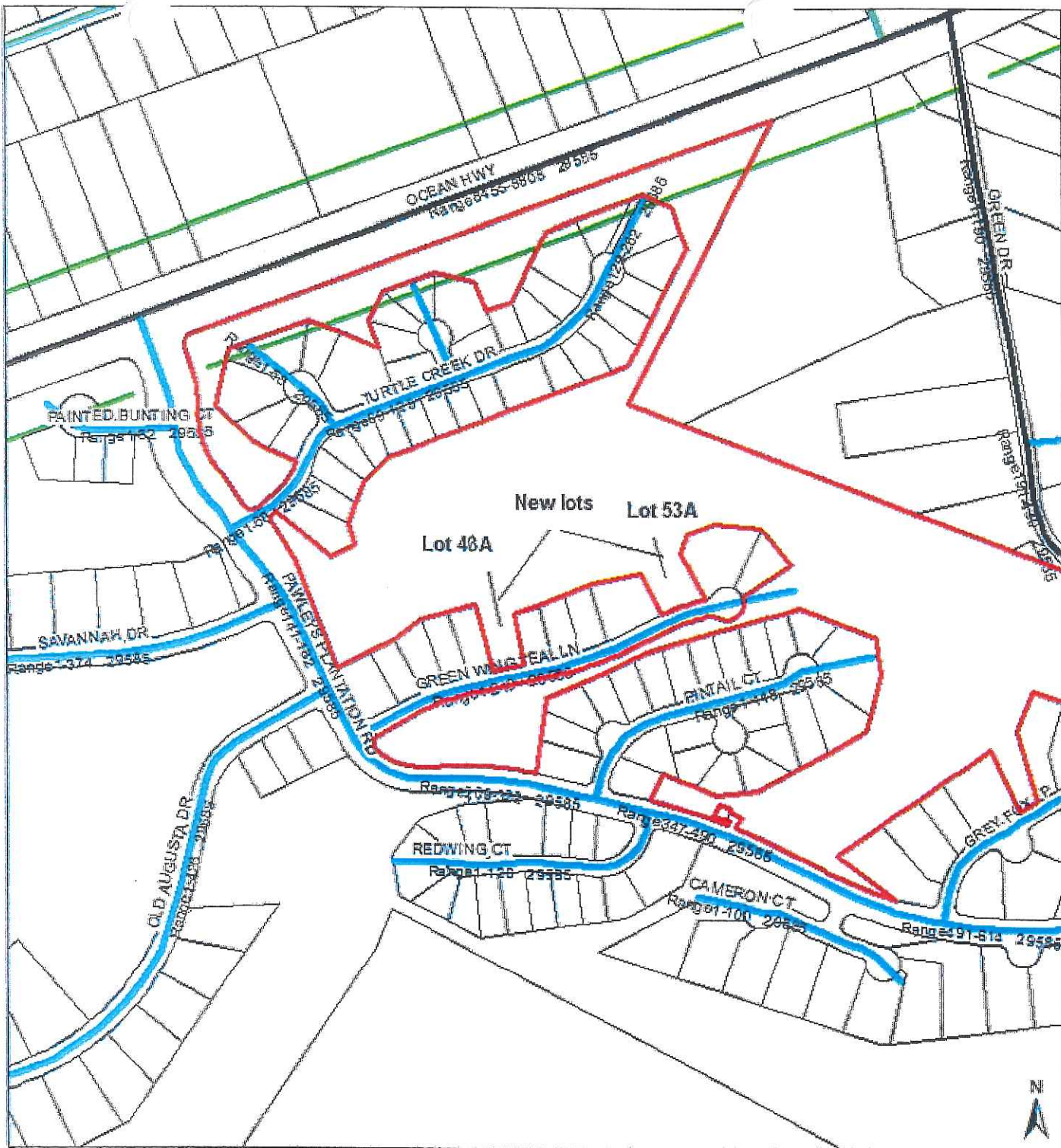
▭ Lot Lines

— Railroads

◆ Landmarks

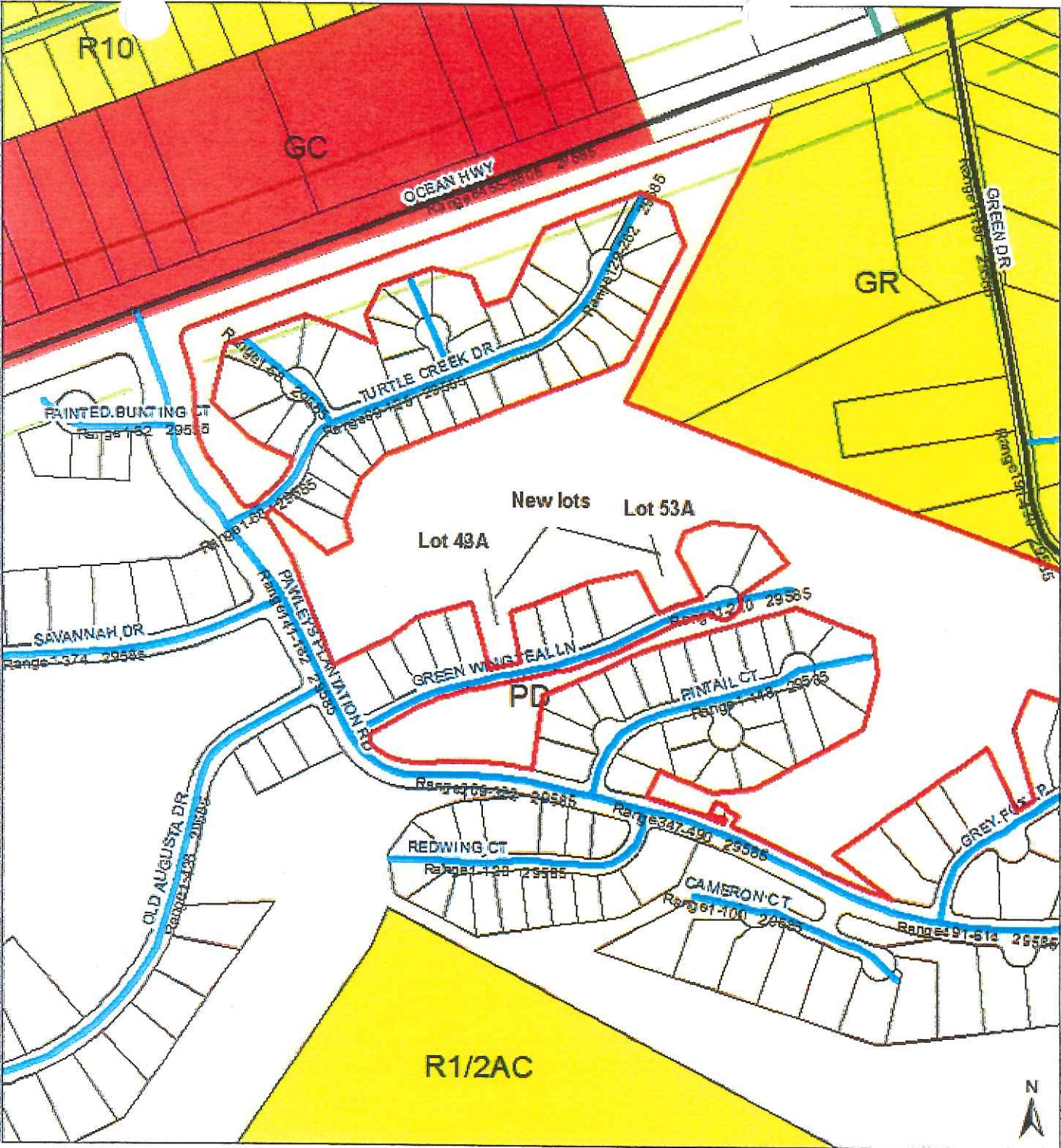
— 90' setback

Municipalities



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

Pawleys Plantation Property Zoning AMPD 6-17-18572



Legend

- Streets**
 - Water
 - Maintenance
 - County
 - Private
 - State
- Boundary**
 - Pawleys Plantation
 - Lot Lines
 - Railroad
 - Landmarks

Zoning

- District**
 - CITY OF GEORGETOWN
 - CP
 - CA
 - CAAC
 - CAAR
 - R1
 - R1.5
 - R2
 - R2.5
 - CA1G
 - CA1
 - CA2
 - CA3
 - CA4
 - CA5
 - CA6
 - CA7
 - CA8
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 - CA39
 - CA40
 - CA41
 - CA42
 - CA43
 - CA44
 - CA45
 - CA46
 - CA47
 - CA48
 - CA49
 - CA50
- Other**
 - Water
 - Manholes



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



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 that reads "Jennifer K. Lachicotte". The signature is written in dark ink and is positioned above the printed name.

Jenifer K. Lachicotte

October 3, 2017

Dear *Mr. Steve Goggans*

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

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

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

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

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

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

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

Paul Noble

Many Thanks
Paul Noble

Lady and Gentlemen,

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

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

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

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

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

NATE FATA, P.A.

ATTORNEY AT LAW

P.O. Box 16620
THE COURTYARD, SUITE 215
SURFSIDE BEACH, SOUTH CAROLINA 29587
TELEPHONE (843) 238-2676
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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
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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
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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 in the world who are illiterate has increased from 1.1 billion to 1.2 billion (UNESCO 2003).

There are many reasons for the increase in illiteracy. One of the reasons is that the population of the world is increasing rapidly. In 1990, the world population was 5.3 billion. In 2000, it was 6.1 billion. In 2010, it is expected to be 7.1 billion. This means that there are 1.8 billion more people in the world than in 1990. This increase in population is putting a strain on the world's resources, and it is making it more difficult to provide education for all.

Another reason for the increase in illiteracy is that the quality of education is declining. In many countries, the quality of education is declining because of a lack of investment in education. This means that schools are not getting the resources they need to provide a good education. As a result, many children are not learning the skills they need to be literate.

There are also many reasons for the increase in illiteracy in specific countries. In India, for example, the number of illiterate people has increased from 1.1 billion in 1990 to 1.2 billion in 2000. This is because of a lack of investment in education and a high birth rate. In China, the number of illiterate people has increased from 1.1 billion in 1990 to 1.2 billion in 2000. This is because of a lack of investment in education and a high birth rate.

There are many ways to reduce the number of illiterate people in the world. One way is to invest more in education. This means that governments need to spend more money on schools and teachers. Another way is to improve the quality of education. This means that schools need to provide a good education for all children. Finally, it is important to reduce the birth rate. This means that people need to have fewer children.

There are many challenges to reducing the number of illiterate people in the world. One challenge is that there is a lack of political will. Many governments are not willing to invest in education. Another challenge is that there is a lack of resources. Many countries do not have the money to invest in education. Finally, there is a lack of information. Many people do not know that they need to be literate.

There are many ways to overcome these challenges. One way is to build a coalition of like-minded people. This means that governments, NGOs, and the private sector need to work together to invest in education. Another way is to raise awareness of the importance of literacy. This means that people need to know that literacy is a key to a better life. Finally, it is important to provide support to people who are learning to read and write.

There are many reasons for the increase in illiteracy. There are many ways to reduce the number of illiterate people in the world. It is important to invest in education and to provide a good education for all children.

COPY

Approved
5/2010

✓ XXI
✓ XXII

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

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

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

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Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

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

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

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

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

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

COVENANTS AND RESTRICTIONS

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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 collectible 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 13.5 million (19.5% of the population).

There is a growing awareness of the need to address the needs of older people, and the Government has set out a strategy for the 21st century in the White Paper on *Ageing Better: A New Vision for Older People* (Department of Health 1999). This sets out a vision of a society in which older people are able to live well, and to contribute to their communities.

The White Paper sets out a number of key objectives, including:

- to improve the health and well-being of older people;
- to ensure that older people are able to live independently and actively in their communities;
- to ensure that older people are able to contribute to their communities.

The White Paper also sets out a number of key actions, including:

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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).

(Perth/10/17/17)
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

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

the political system. The second is that the political system is not a simple, linear process. It is a complex, dynamic system that is constantly evolving and changing. The third is that the political system is not a static, unchanging entity. It is a dynamic system that is constantly evolving and changing. The fourth is that the political system is not a simple, linear process. It is a complex, dynamic system that is constantly evolving and changing. The fifth is that the political system is not a static, unchanging entity. It is a dynamic system that is constantly evolving and changing.

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VIA EMAIL

December 12, 2017

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

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

Dear Ms. Richardson:

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

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

A. The Application is incomplete and should be denied.

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

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 2

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

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

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

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

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ATTORNEY AT LAW

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Page 3

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

2. The proposed modification will exacerbate existing drainage issues.

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

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

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

4. The proposed modification will unnecessarily increase density.

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

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 4

With best regards, I remain

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a strategy for mental health care in the UK, which includes a commitment to improve the lives of people with mental health problems.

The strategy is based on the following principles:

- People with mental health problems should be treated as individuals, with their own needs and wishes.
- People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- People with mental health problems should be given the opportunity to live in the community, wherever possible.

The strategy also includes a commitment to improve the lives of people with mental health problems in the following ways:

- To improve the quality of care and treatment.
- To improve the availability of services.
- To improve the support available to people with mental health problems.
- To improve the awareness of mental health problems.

The strategy is a framework for action, which will be implemented through a range of measures.

The measures include:

- Improving the quality of care and treatment.
- Improving the availability of services.
- Improving the support available to people with mental health problems.
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COPY

Approved
5/2010

✓ XXI
✓ XXII

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

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 GEORGETOWN SC
 WANDA PREVATTE, REGISTER OF DEEDS
 06-15-2010 At 02:43 PM.
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 Book 1494 Page 1820- 234

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

Section 13 – “Properties” shall mean and refer to the “Existing Property” described in Article II, Section 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 I, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8 -- Delegation of Use.

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

ARTICLE XIV

No Partition

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

ARTICLE XV

Financing Provision

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

ARTICLE XVI

Rules and Regulations

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

ARTICLE XVII

Binding Arbitration

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

ARTICLE XVIII

General Provisions

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

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

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

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

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

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

From: Pawleys Plantation POA <Messenger@AssociationVoice.com>
To: jenznoble <jenznoble@aol.com>
Subject: Covenants and Restrictions Amendment
Date: Wed, Aug 9, 2017 9:00 am
Attachments: Covenants Email Attachment.pdf (1906K)

August 8, 2017

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

Dear Member,

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

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

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

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

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

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

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1998) has set out a vision of a new mental health system, which will be based on the following principles:

- (i) People with mental health problems should be treated as individuals, with their own needs and wishes.
- (ii) People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- (iii) People with mental health problems should be given the opportunity to live in their own homes and communities.

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1998) has set out a vision of a new mental health system, which will be based on the following principles:

- (iv) People with mental health problems should be given the opportunity to live in their own homes and communities.
- (v) People with mental health problems should be given the opportunity to live in their own homes and communities.
- (vi) People with mental health problems should be given the opportunity to live in their own homes and communities.

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1998) has set out a vision of a new mental health system, which will be based on the following principles:

- (vii) People with mental health problems should be given the opportunity to live in their own homes and communities.
- (viii) People with mental health problems should be given the opportunity to live in their own homes and communities.
- (ix) People with mental health problems should be given the opportunity to live in their own homes and communities.

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1998) has set out a vision of a new mental health system, which will be based on the following principles:

- (x) People with mental health problems should be given the opportunity to live in their own homes and communities.
- (xi) People with mental health problems should be given the opportunity to live in their own homes and communities.
- (xii) People with mental health problems should be given the opportunity to live in their own homes and communities.

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1998) has set out a vision of a new mental health system, which will be based on the following principles:

- (xiii) People with mental health problems should be given the opportunity to live in their own homes and communities.
- (xiv) People with mental health problems should be given the opportunity to live in their own homes and communities.
- (xv) People with mental health problems should be given the opportunity to live in their own homes and communities.









Item Number: 16.b
Meeting Date: 6/25/2019
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-10 - An amendment to the Zoning Ordinance that would allow additional parking in commercial areas in the overlay zones only along Business 17 in Murrells Inlet while still maintaining the total landscaping amount required for a parking lot.

CURRENT STATUS:

The Zoning Ordinance establishes landscaping requirement for commercial parking lots that include more than ten (10) parking spaces. The Business 17 commercial area in Murrells Inlet in particular has an immediate need for additional parking.

POINTS TO CONSIDER:

Commercially zoned land along Business 17 in Murrells Inlet is in an overlay zone like all of US Highway 17 on the Waccamaw Neck. The purpose of the overlay zone is primarily to assure new commercial construction is compatible with the visual goals for the area. Staff met with various restaurant owners recently who were concerned that too many parking spaces were being lost in the design of new parking lots due to the landscaping requirements. Business 17 in Murrells Inlet in particular has a lack of parking and it is not unusual for vehicles to park on the shoulder of the roads.

3. The County Zoning Ordinance requires that not less than ten (10) percent of the parking area on a parcel be landscaped. Of the ten (10) percent, fifty (50) percent of the landscaping has to be in the interior of the parking lot. The other fifty (50) percent would be located along the exterior of the parking area.

4. Staff is proposing that of the ten (10) percent landscaping, all of it be allowed to be on the exterior of the parking area. Currently, every (10) spaces have to be divided with a landscaped island. By allowing all of the landscaping to be on the exterior of the parking area, much needed additional parking spaces could be developed. It is important to note that the total amount of landscaping an owner has to plant would not be decreased, only the location of the landscaping would be changed.

5. This amendment would only affect commercial properties along Business 17 in Murrells Inlet. Other commercial properties in the overlay zone would still have to meet the existing requirements for interior landscaping. This is important as larger properties along Highway 17 on the Waccamaw Neck could have larger parking lots whose expanse of paving would need to be broken up.

6. Staff added a section in Article XI, Section 1103.4, Landscaping, Article XII, Section 1203, Buffering Within Parking Areas and Article XXI, Designated Overlay Zones, Section 2100.404 to allow required landscaping only along Business 17 in Murrells Inlet to be located along the exterior of a parking lot. The amount of landscaping has not been reduced.

7. Staff recommended approval for the attached proposed ordinance.

8. The Planning Commission held public hearings on this issue at their February and March meetings. At the February

meeting, two restaurant owners spoke in favor of the request. A Murrells Inlet resident spoke against the request stating the need for a comprehensive parking study and proposing a request for a deferral of the issue until more research could be done.

9. After significant discussion regarding the need for a parking study in the area and the effect of the proposed ordinance on the aesthetics and safety of Murrells Inlet, the Commission voted 4 to 2 to deny the text change until a parking study could be completed.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve the text change as proposed
2. Approve an amended text change
3. Deny request
4. Defer action
5. Remand to PC for further study

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

	Description	Type
▢	Ordinance No 19-10 Amendment to Zoning Ord re Landscaping	Ordinance
▢	Business 17 overlay maps	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 19-10

AN ORDINANCE TO AMEND ARTICLE XI, OFF-STREET PARKING SECTION 1103.4, LANDSCAPING, ARTICLE XII, BUFFER REQUIREMENTS, SECTION 1203, BUFFERING WITHIN PARKING AREAS, AND ARTICLE XXI, DESIGNATED OVERLAY ZONES, SECTION 2100.404, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA REGARDING LANDSCAPING IN THE INTERIOR OF PARKING LOTS

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XI, OFF-STREET PARKING REGULATIONS, SECTION 1103.4, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.

- 1103.4 Landscaping. To mitigate the impacts of noise, glare, pollution or other nuisances generated, as well as to enhance the appearance and ecology of the site and surrounding area, in any off-street parking facilities containing ten or more parking spaces not less than ten (10%) percent of the total parking area shall be landscaped with living natural material.

- 1103.401 To screen adjoining land uses or streets from undesirable views, not less than fifty (50%) percent of any required landscaping shall be located around the outside perimeter of the parking facility, between the parking surface and the front and/or side property lines.

- 1103.402 To soften the visual impact of large paved surface and to define internal traffic circulation, not less than fifty (50%) percent of any required landscaping shall be located within the interior of the parking area.

- 1103.4021 Landscaped spaces within the interior of a parking facility shall be not less than 9 feet in width and 18 feet in length and shall contain not less than one tree from the protected tree list found in Article XIII, Tree Regulations of this Ordinance. Trees

shall be a minimum of two (2) inch caliper in size. *(Amended Ord. 2010-24)*

1103.4022 All landscaped spaces adjacent to parking spaces shall be protected by raised curbs with curb cuts to allow for drainage for stormwater runoff, wheel stops or equivalent barriers not less than six (6) inches in height. No plant material greater than twelve (12) feet in height shall be located within two (2) feet of the curbing or barrier. *(Amended Ord. 2010-24)*

1103.403 See Article XXI, Designated Overlay Zones, Section 2100.404 for regulations specific to landscaping in parking lots only in the Waccamaw Neck Overlay Zone along Business 17 in Murrells Inlet.

BE IT FURTHER ORDAINED BY GEORGETOWN COUNTY COUNCIL THAT ARTICLE XII, BUFFER REQUIREMENTS, SECTION 1203, BUFFERING WITHIN PARKING AREAS, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS.

1203. **Buffering Within Parking Areas.** Development of any parking area (not including loading and unloading zones and storage areas), containing 10 or more parking spaces, shall include interior landscaping in addition to required perimeter Buffer Areas. This shall be accomplished in a manner that divides and breaks the expanse of paved area, and provides for enhanced traffic flow and direction. These landscaped spaces may be either peninsula or island-type, or a combination of both (see Illustration 3, below).

1203.1 The following chart specifies the percentage of interior parking area that shall be planted. Landscaped areas outside the parking area (on its perimeter) shall not be used to satisfy the interior planting requirements.

<u>Total Area of Lot</u>	<u>Percentage of Interior Planting Required</u>
0 - 49,999 sq. ft.	5%
50,000 - 149,999 sq. ft.	8%
150,000 sq. ft. or larger	10%

1203.101 Peninsula/Island specifications.

These landscaped spaces shall have an area with a minimum of 50 square feet, and a minimum width of 5 feet. Planting islands parallel to parking spaces, however, shall be at least 9 feet wide to allow car doors to swing open in an unimpeded manner. All landscaped areas adjacent to parking spaces shall be protected from vehicular damage by a raised curb or equivalent barrier of 6 inches in height, though it need not be continuous. No plant material greater than 12 inches in height shall be located within two feet of the curbing or other protective barrier, to avoid damage by motor vehicle bumper overhang or by doors swinging open over landscaped areas (see Illustration 4, below). Minimum curb radii of 3 feet are required on the corners of all planted peninsulas, islands and medians to allow for free movement of motor vehicular traffic. *(Amended Ord#2009-41)*

Illustration 3

Illustration 4

1203.102 See Article XXI, Designated Overlay Zones, Section 2100.404 for regulations specific to landscaping in parking lots only in the Waccamaw Neck Overlay Zone along Business 17 in Murrells Inlet.

1203.2 Required Plant Materials for Interior Parking Areas. There shall be a sufficient number of canopy trees in and around the parking area so that no parking space shall be further than 50 feet from the trunk of a shade tree or farther than 75 feet from two or more shade trees. Plantings shall be located to facilitate safe sight distances within parking lots and to protect them from overhangs of motor vehicles. Additionally, motor vehicle sales lots shall provide trees at a rate of one tree per 100 lineal feet, and shrubs at the rate of one shrub per 10 lineal feet of display area.

1203.201 Each landscaped peninsula or island shall contain a minimum of one canopy tree with a DBH of 2 inches or greater and a minimum height of 10 feet, surrounded by at least 60 square feet of continuous pervious land area. Low-branching trees shall be avoided so as not to restrict visibility.

1203.202 Shrubs shall accompany trees within the peninsula or island and be 12 inches in height at the time of planting, projected to reach a height of 24 inches at maturity. The number of shrubs required shall equal 8 three-gallon shrubs or 4 seven-gallon shrubs for every 150 square feet of surface area; grouping or clustering is advised.

1203.203 **See Article XXI, Designated Overlay Zones, Section 2100.404 for regulations specific to landscaping in parking lots only in the Waccamaw Neck Overlay Zone along Business 17 in Murrells Inlet.**

BE IT FURTHER ORDAINED BY GEORGETOWN COUNTY COUNCIL THAT ARTICLE XXI, DESIGNATED OVERLAY ZONES, SECTION 2100.404 SHALL BE AMENDED TO READ AS FOLLOWS.

2100.404 All proposed development shall be sited and configured in a manner that preserves as many existing natural landscape features as possible, both within the subject parcel and on all adjoining parcels. Grading and clearing shall be performed only to the extent necessary to complete proposed improvements, and shall be in compliance with the Tree Protection and Landscape regulations of this Ordinance

Parking lots, specifically in the Commercial Corridor Overlay Zone located along US Highway 17 Business in Murrells Inlet only, may be designed so that one hundred (100) percent of the parking lot's required landscaping may be located along the outside perimeter of the parking lot. All plant material, number of plants and size of plants, including trees, required in Article XI, Off-Street Parking Regulations, Section 1103.4, Landscaping and Article XII, Buffer Requirements and Article XII, Buffer Requirements, Section 1203, Buffering Within Parking Areas must be provided. In the event the required landscaping cannot be added to the exterior boundary landscaping, it must be placed in the interior of the parking lot. In no event shall a parking lot that provides all or a portion of the required landscaping along the exterior of the parcel be less than what would be required if a parking lot was designed with fifty (50) percent of the parking in the interior of the lot including trees.

**DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____,
2019.**

John W. Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 19-10, has been reviewed by me and is hereby approved as to form and legality.

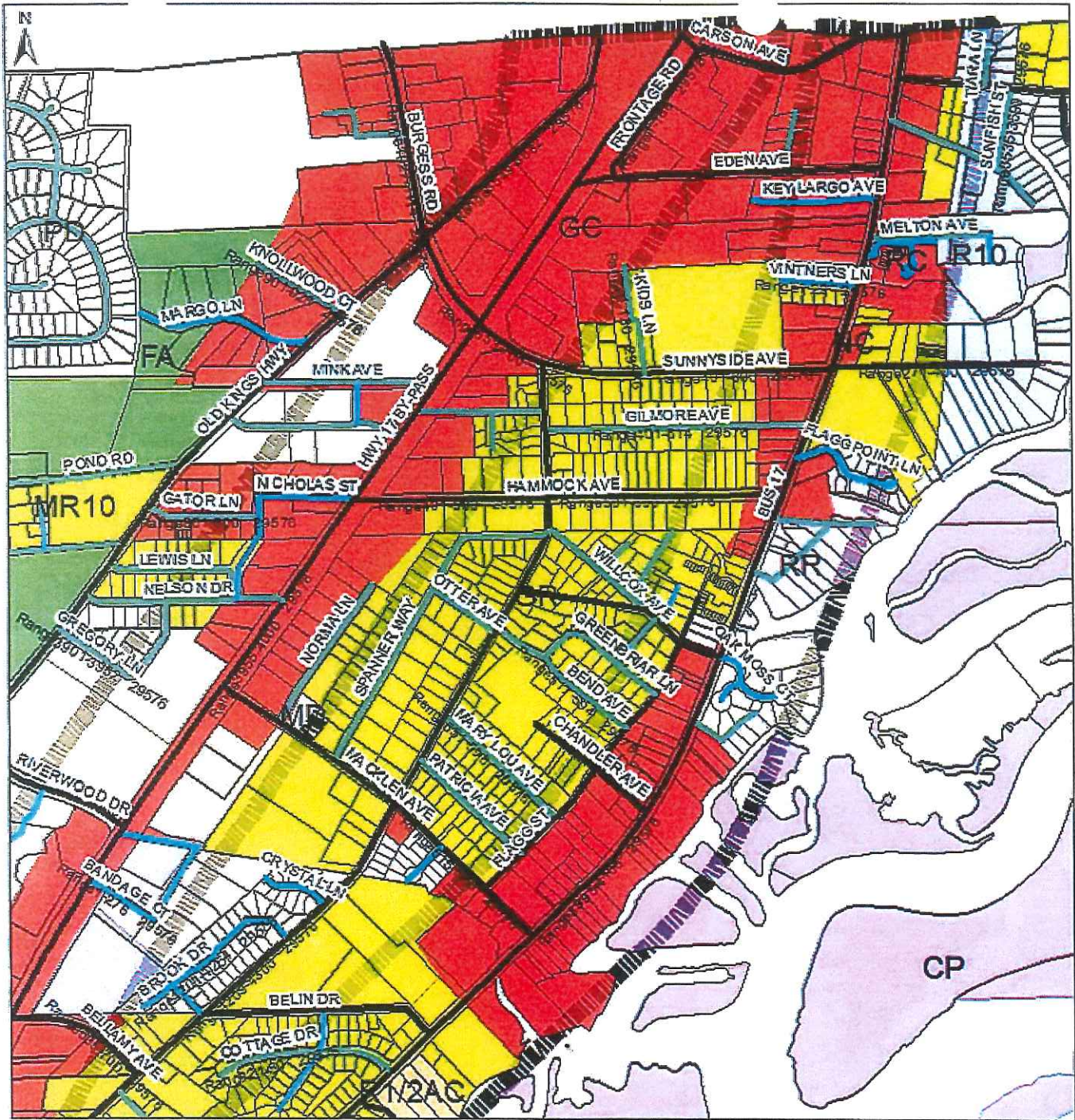
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Business 17 Overlay Zone - Map 1 Boundary Line - 500'

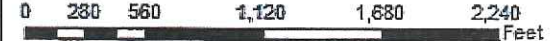


Legend

- Streets
 - of Georgetown
- Maintained By
 - County
 - Private
 - State
- Lot Lines
- Railroads
- Landmarks

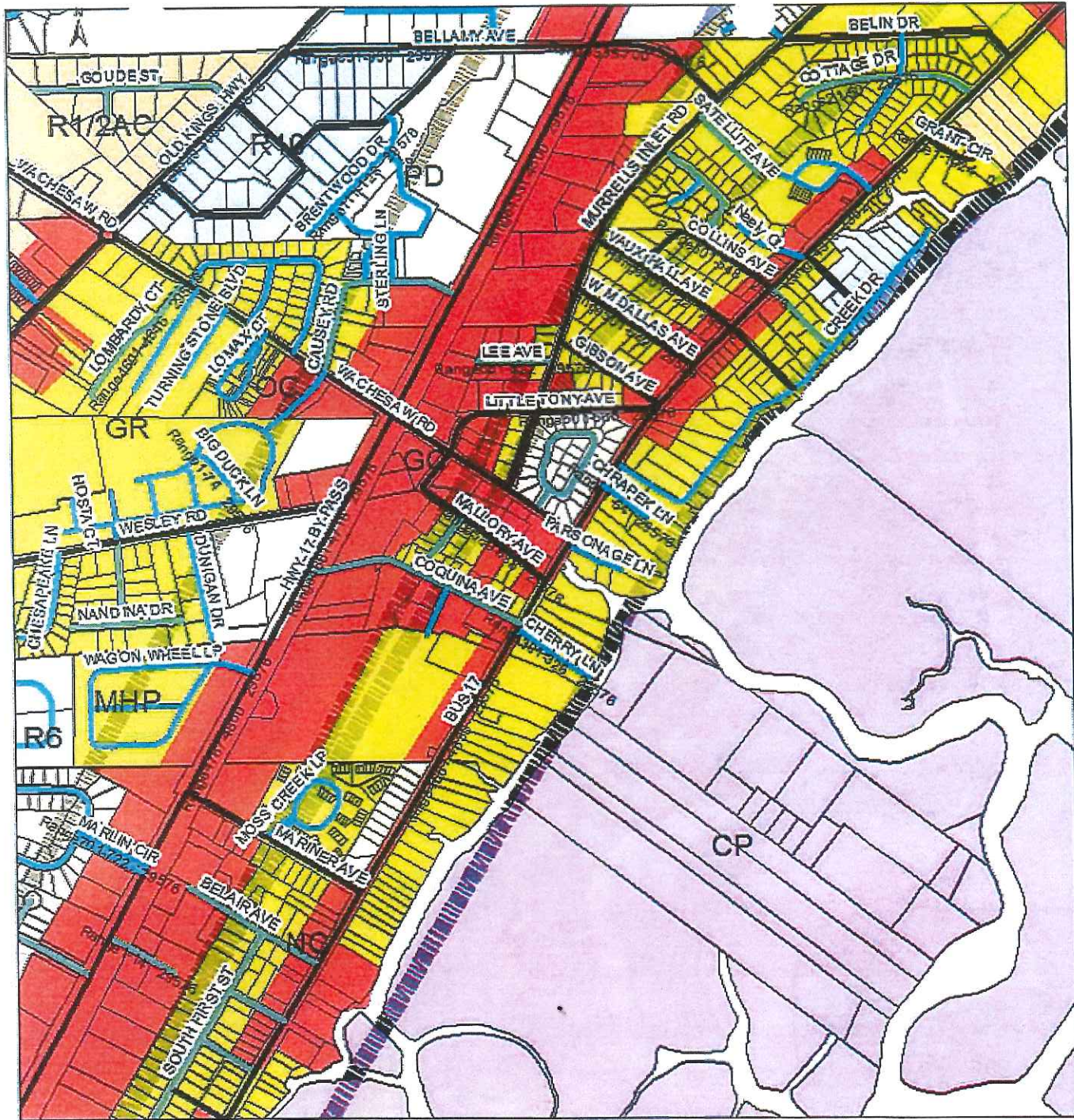
Zoning

- DISTRICT
- CITY OF GEORGETOWN
 - CP
 - PA
 - PVC
 - PUR
 - GC
 - GR
 - GR2
 - HI
 - I
 - MSH
 - MR10
 - NC
 - OC
 - R
 - R1
 - R1A2D
 - R10
 - R1A1C
 - R2
 - R2A1C
 - R5
 - R6
 - R7
 - R8
 - R9
 - R10
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 - R40
 - R41
 - R42
 - R43
 - R44
 - R45
 - R46
 - R47
 - R48
 - R49
 - R50
 - VR10
 - Business 17 Overlay Zone
 - Municipalities



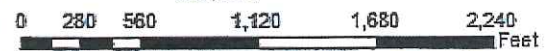
DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

**Business 17
Overlay Zone - Map 2
Boundary Line - 500'**



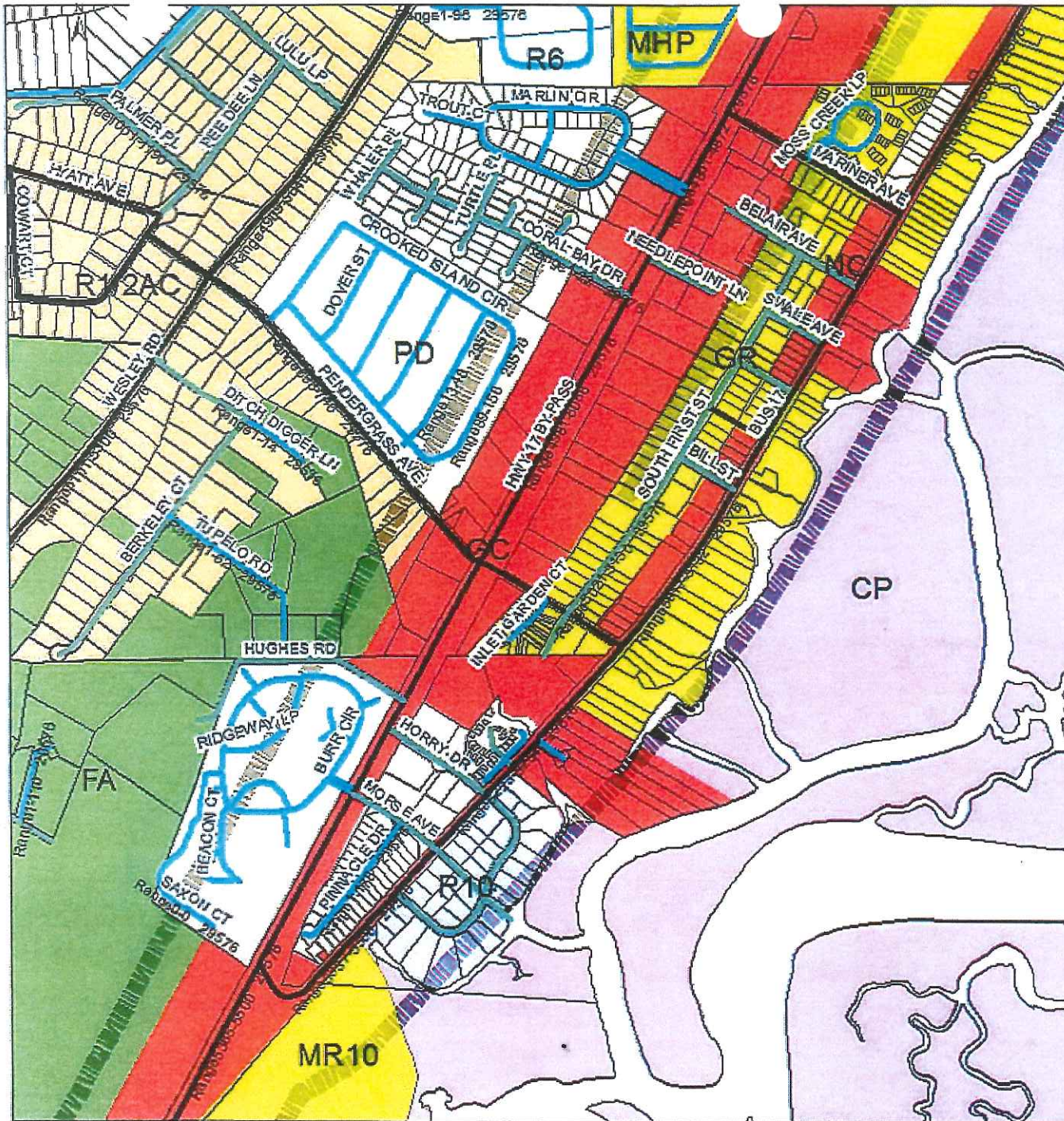
- Legend**
- Streets**
- ← old street name
- Maintained By**
- County
 - Private
 - State
- Other**
- Lot Lines
 - Railroads
 - Landmarks

- Zoning DISTRICT**
- CITY OF GEORGETOWN
 - CP
 - FP
 - PLC
 - PR
 - GC
 - GR
 - GR2
 - H
 - U
 - MHP
 - NR10
 - NC
 - OC
 - P
 - PO
 - R
 - R102AC
 - R10
 - R14C
 - R2
 - R3/4C
 - R5
 - R6
 - R7
 - R8
 - R9
 - RV
 - RV2
 - VR10
 - Business 17 Overlay Zone



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**Business 17
Overlay Zone - Map 3
Boundary Line - 500'**



- Legend**
- Streets**
 — all streets
 — Maintained By
 County
 Private
 State
- Lot Lines
 — Railroads
 ♦ Landmarks

- Zoning**
- DISTRICT**
- CITY OF GEORGETOWN
 - CP
 - FA
 - FVC
 - FAR
 - CC
 - CR
 - CR2
 - HI
 - LI
 - MHP
 - MR10
 - NS
 - CC
 - R3
 - R4
 - R1
 - R12AC
 - R10
 - R1AB
 - R1
 - R2/4AC
 - R5
 - R6
 - R6
 - R7
 - R5
 - R7C
 - VR10
- Business 17 Overlay Zone



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.