

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: Raymond L. Newton
District 6: Steve Goggans
District 7: Louis R. Morant

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

January 28, 2020

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - January 14, 2020**
- 6. CONSENT AGENDA**
 - 6.a Procurement #19-076 Leachate Management Upgrade**
 - 6.b Procurement #19-110, Sandy Island Bulkhead Project**
 - 6.c Bid #19-109, Qty (2) of 2 Yd. Self-Sealing Stationary Compactors**
 - 6.d Contract #17-078 DC, Local Funded Comprehensive Roadway Design & Engineering, IDIQ - Task Order #2**
 - 6.e Contract #17-078 DF, Local Funded Comprehensive Roadway Design & Engineering, IDIQ - Task Order #7**
- 7. PUBLIC HEARINGS**
 - 7.a Ordinance No. 19-30 - An ordinance to adopt 2018 International Building Codes and other related building codes**
 - 7.b Ordinance No. 19-31 - An Ordinance to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.**

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

8.a Georgetown County Alcohol & Drug Abuse Commission

9. RESOLUTIONS / PROCLAMATIONS

9.a Resolution No. 20-02 - To Create a Capital Project Sales Tax Commission to be created in accordance with §4-10-320 of the South Carolina Code of Laws.

10. THIRD READING OF ORDINANCES

10.a Ordinance No. 19-30 - An ordinance to adopt 2018 International Building Codes and other related building codes

10.b Ordinance No. 19-31 - An Ordinance to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

11. SECOND READING OF ORDINANCES

11.a ORDINANCE 20-01 – TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX MAP PARCELS TMS 04-0147A-012-02-00 and TMS 04-0147A-012-03-00, from MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

11.b Ordinance No. 20-02 - To rezone two parcels located south of Archer Road, approximately 167 ft northwest of Geney Lane, in Pawleys Island (Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00) from General Residential (GR) to General Commercial (GC).

11.c ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING PROPERTY LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

11.d Ordinance No. 20-04 - To authorize the sale of parcels located within the 933+/- acre site, designated as TMS No. 01-0437-002-00-00, and located along Pennyroyal Road, in Georgetown County, South Carolina.

12. FIRST READING OF ORDINANCES

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Update Report - Tax Increment Financing (TIF)

15.b Great Georgetown County Clean-Up

- 15.c Georgetown County Airport Budget Sustainability Report**
- 15.d Site Plan Review - 143 Unit Multifamily Development known as Waterleaf Phase II to be located at 4750 Wesley Road in Murrells Inlet.**

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

- 16.a ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45**
- 16.b Ordinance No. 19-32 - An Ordinance to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.**

17. LEGAL BRIEFING / EXECUTIVE SESSION

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 1/28/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Session - January 14, 2020

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Approval of minutes as submitted.
2. Offer amendments.

STAFF RECOMMENDATIONS:

Recommendation for approval of minutes as submitted.

ATTACHMENTS:

Description	Type
□ DRAFT - Minutes 1/14/20	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, January 14, 2020, at 5:30 PM in County Council Chambers located in the historic Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Everett Carolina	Louis R. Morant
	Ron L. Charlton	Raymond L. Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	
Staff:	Wesley P. Bryant	Sel Hemingway
	Theresa E. Floyd	Jackie Broach-Akers

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.

APPROVAL OF AGENDA:

A recommendation was made to add two personnel matters to the meeting agenda (Executive Session). One related to the county administrator search, and a separate matter pertaining to the county attorney. Additionally, three reports were moved to the beginning of the meeting as follows: recognition of the County Manager of the Year for 2019, Employee Volunteer of the Year, and Community Volunteer of the Year.

Councilmember Ron Charlton made a motion to approve the meeting agenda with the noted changes. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion. No discussion occurred.

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

PUBLIC COMMENTS:

Harold James

Mr. James voiced concerns regarding the condition of ditches surrounding his home. He stated that he bought the property in the 70's, and the area ditches were regularly maintained since that time. Mr. James said however, the ditches have not been cleaned out in over ten years. He said he has contacted County Administrator, Sel Hemingway, to no avail. Mr. James questioned where storm water/drainage taxes and fees go? He said these costs to taxpayers increase every year with no improvement in services.

Marlajean Hamby

Ms. Hamby stated that she is a member of "Keep it Green", a Pawleys Island based group with concerns regarding overdevelopment in Georgetown County. The group has concerns regarding density and the County's five (5) year Future Land Use Plan. She said members of the public were not given time to talk

or allowed to ask questions in a recent charrette conducted by the consulting firm, Stantec. She provided Council members with letters that have been written to the Editor regarding this topic and a statement on behalf of *Keep it Green*. The group will be hosting a meeting at the Waccamaw Library on February 29th (1:00 pm). Ms. Hamby said she hoped all members of County Council would attend the meeting, and be willing to listen.

Burt Shell

Mr. Shell stated that he and his wife Kim are residents of N. Litchfield Beach. They have concerns regarding the recent subdivision and dune removal at 183 Summertime Lane in N. Litchfield. This issue has received much attention from the community and media prompting questions and speculation about what is happening, and who is overseeing the process. Mr. Shell said that appropriate checks and balances should be in place within county government to ensure that property owners should not have to defend, at their own expense, what multiple levels of county government should be enforcing. Mr. Shell asked that County Council take the time to understand the issue at hand, and other recent trends impacting the area; to ask questions both within this body and also of others in county government to gain a full understanding of how this situation took place; to review policies and procedures to ensure that significant facts related to property transfers such as deed restrictions are verified (such as the covenant release form he provided). Mr. Shell asked County Council to commit to thorough discussion of this matter, and to make a statement regarding an appropriate course of action, and how this matter will be addressed moving forward.

Marvin Neal

Mr. Neal noted that following his comments during the previous council meeting he was not allowed to respond to Councilman Raymond Newton's statement and would like to do so now. Mr. Neal stated that during a recent election a police officer's dash cam captured Mr. Newton's response to a call from a poll worker with a 35 year record of volunteering to work elections. He said Mr. Newton was unprofessional and should never have spoken about any county employee in the manner he spoke about Ms. McClain. Mr. Neal said these issues have also been brought to the attention of the Elections Commission. The voters of Andrews do not deserve what happened, nor did the candidates running for sheriff. As an elected official, Mr. Newton should not have been there, and his presence was a violation of elections law. Mr. Neal asked Council members to watch the video for themselves at GAB News online. He said Council members need to censure other Council members so that citizens do not have to continuously address these ongoing problems.

Beth Stedman

Ms. Stedman, President of the Georgetown County Chamber of Commerce, thanked County Council for the confidence the County Council has displayed in designating the Chamber to work with the Tourism Management Commission in marketing the Georgetown County and the Hammock Coast. She said the Chamber takes the responsibility of marketing Georgetown County and being good stewards of taxpayer dollars very seriously. The investment of marketing the county has a multiplier effect and positive impact on all local businesses. Ms. Stedman voiced concerns regarding County's Councils reduction of funding. Every dollar is crucial to promoting our local economy. We cannot expect to see an increase in tourism if we reduce the dollars spent to promote it.

Mark Stevens

Mr. Stevens, Director of Tourism Development, Georgetown County Chamber of Commerce said that potential visitors were polled to determine where they vacationed, if not in Georgetown County. The majority of responses identified the same locations as leading competitors for tourists: Charleston,

Myrtle Beach, Hilton Head, and Savannah, Ga. Georgetown County has the same amenities to offer as these areas, so consideration has to be given to how we get potential visitors to come here. The other areas competing for these tourists have significantly larger budgets, and any reduction in our local tourism budget compromises our ability to compete. Mr. Steven said the first quarter atax funds are up 21% from five years ago, which is a positive indicator of successes within recent years. Mr. Steven said the Tourism Management Commission meets at Litchfield on the third Thursday of each month. A meeting with tourism partners is scheduled for February 13th, and he encouraged members of County Council to attend as well.

Alex Salley

Mr. Salley voiced concerns regarding the destruction of sand dunes at 183 Summertime Lane in N. Litchfield. On December 28th, the Saturday after Christmas, the dunes were taken down with a bull dozer, without a permit. In addition, the Georgetown County Planning Commission subdivided the lot, against legally binding deed restrictions and covenants to prohibit this. This was done without legal notice. Mr. Salley said his grandmother had purchased three ocean front lots in North Litchfield that have been in his family for many years. Deed restrictions and covenants that were put in place by the Boyle Family to secure their vision for the area, and these documents have prevented the property from being previously subdivided.

Mayor Frank McClary (Town of Andrews)

Mayor McClary spoke regarding Ordinance No. 19-32 to declare property as surplus in the Town of Andrews. He asked that County Council consider not selling this property until the Town of Andrews has the opportunity to look at it, as the Town is in the process of constructing an EMA Complex in accordance with the Capital Project Plan. This will create temporary displacement of some offices during the demolition and construction process. The building the County proposes to dispose of may meet a temporary need for the Town of Andrews during this process.

Bob Anderson

Mr. Anderson said he was present to offer constructive criticism in an effort to assist in problem solving. He said in 2019 Georgetown County had its most problematic of several years. It began with the loss of Councilman Austin Beard, a good man, who took care of his constituents. Not one Council member stood up for this fellow councilmen. This was followed by the loss of three (3) key county staff members, and other attempts were made to publically disgrace other department heads and county staff. The final embarrassment and indicator of County Council's "dysfunction" was County Council's failure to find a replacement for the County Administrator. Mr. Anderson offered these suggestions as a corrective action: County Council's review of all ordinances, and action to repeal those they cannot enforce; have the administrator and his staff direct all calls/complaints to Council members which will allow them to concentrate on the daily operations of the county; and eliminate or drastically change the public comment portion of County Council meetings. He said Council meetings are designed for the sole purpose of carrying out formal business of the county and not a public complaint forum. Mr. Anderson wished Council success in future efforts to "regroup" and offered his willingness to assist.

MINUTES:

Regular Council Session – December 10, 2019

Councilmember Ron Charlton moved to approve the minutes of the regular council meeting held on December 10, 2019. Councilmember Raymond Newton seconded the motion. Chairman John Thomas called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

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

Contract #18-026 T, Architectural Services, "As Needed" - Task Order #3 – County Council approved Task Order #3 with Tych & Walker Architects, LLP (under Contract #18-026T) for Architectural Services and design of the Library Headquarters expansion.

Procurement #19-060, Two (2) Fire Department Squad Trucks – County Council awarded a bid to Rosenbauer, for a total amount of \$414,268.00 inclusive shipping and training as well as \$1000.00 sales tax payable to SC by Georgetown County.

Procurement #19-107, South Island Ferry Boat Landing Dock Replacements & Additions - County Council awarded a Construction Contract for South Island Ferry dock replacements and additions to R.L. Morrison & Sons, Inc. in the amount of \$372,691.00 (to include Base Bid & Alternate #2).

Procurement #19-112, Big Dam (PPE) Personal Protective Equipment (SCBA) Self Contained Breathing Apparatus - County Council awarded a purchase order to Rhinehart Fire Services of Ashville NC, in a total amount of \$55,093.50.

Procurement #19-118, Beck Recreation Center Track Surfacing - County Council awarded a Construction Contract associated with Procurement #19-118 to Gulf Stream Construction Co., Inc. in the amount of \$167,756.00.

Procurement #19-119, Extended Service Agreement for LIFEPAK & LUCAS Medical Supplies - County Council approved a new 5 yr. service agreement with Stryker Corporation at the cost of \$73,134.00 for County Fire/EMS and \$86,751.00 for Midway Fire plus any applicable taxes and shipping & handling charges.

Private Ambulance Service Franchise Application Renewal and Mutual Aid Agreement – County Council authorized the renewal of Ambulance Franchise applications and associated Mutual Aid Agreements as follows: Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC provide patient transport services that do not compete with the 9-1-1 system.

RESOLUTIONS / PROCLAMATIONS

Resolution 20-01

Councilmember Raymond Newton moved for the adoption of Resolution No. 20-01, a Resolution to authorize execution of a Santee Cooper Economic Development Investment Fund Direct Grant Agreement by and between South Carolina Public Service Authority, Georgetown County, and MHG OZ Fund 1, LLC. Councilmember Steve Goggans offered a second on the motion. Upon a call for discussion on the motion from Chairman Thomas, there was none.

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

ORDINANCES-Third Reading:

Ordinance No. 19-26

Councilmember Steve Goggans moved for third reading approval of Ordinance No. 19-26, an Amendment to Article XIII, Section 1304, and Exceptions to Article XIII, of the Zoning Ordinance pertaining to tree removal activities that are exempt from tree protection. Councilmember Louis Morant offered a second. Chairman Thomas called for discussion on the motion. There was none.

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

ORDINANCES-Second Reading:

Ordinance No. 19-30

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 19-30, an ordinance to adopt certain 2018 International Building Codes and other related building codes. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion.

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

Ordinance No. 19-31

Councilmember Raymond Newton moved for second reading approval of Ordinance No. 19-31, an Ordinance to declare as surplus an approximately 1 acre portion of land located on Wachesaw Road in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County. The motion was seconded by Councilmember Ron Charlton. The Chairman called for discussion on the motion, and there was none.

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

Ordinance No. 19-32

Councilmember Everett Carolina moved to defer action on Ordinance No. 19-32 pending questions regarding the procedures related to the sale of this property. Chairman John Thomas suggested that Councilmember Carolina hold his motion until the matter had received sufficient discussion. Councilmember Carolina concurred, and withdrew his motion.

Discussion ensued among Council members; County Administrator, Sel Hemingway; and County Attorney, Wesley Bryant. Following discussion, Councilmember Lillie Jean Johnson moved to table Ordinance No. 19-32, titled, "An Ordinance to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended". Councilmember Raymond Newton seconded the motion to table this ordinance. No further discussion occurred, and the vote was as follows:

In Favor:	Everett Carolina	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	Raymond L. Newton

Opposed: John W. Thomas

ORDINANCES-First Reading:

Ordinance No. 20-01 – An Ordinance to Amend the Comprehensive Plan, Future Land Use Map to Re-classify Two Parcels located on Archer Road in Pawleys Island, Further Identified as Tax Map Parcels TMS No. 04-0147A-012-02-00 and TMS No. 04-0147A-012-03-00, from Medium Density Residential to Commercial.

Ordinance No. 20-02 - To rezone two parcels located south of Archer Road, approximately 167 ft. northwest of Geney Lane, in Pawleys Island (Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00) from General Residential (GR) to General Commercial (GC).

Ordinance No. 20-03 – An Ordinance Authorizing the Term Extension of an Existing Lease on Pond Road for the Maintenance of a Horry Telephone Cooperative, Inc. Wireless Communications Tower.

Ordinance No. 20-04 - To Authorize the Sale of Parcels located within the 933+/- acre site located along Pennyroyal Road, Georgetown, South Carolina.

BIDS:

No reports.

REPORTS TO COUNCIL:

Recognition - Manager of the Year for 2019

This report was moved forward on the meeting agenda presented earlier during the meeting.

County Council recognized Tamara McIntyre of the Waccamaw Library as Georgetown County's Manager of the Year for 2019. Ms. McIntyre has served as manager of the Waccamaw Neck Branch Library for just under three years. In a relatively short time with Georgetown County, Tamara has made an excellent impression on her superiors, as well as library patrons, as she manages one of the busiest facilities in the County.

In Fiscal Year 2019 alone, the Waccamaw Library was the site of 854 community meetings attended by more than 16,000 people. The library staff and the Friends of the Waccamaw Library also hosted 409 public library programs with a turnout of nearly 9,200 people. On top of that, there were 32,114 customer checkouts, more than 10,000 uses of library computers, 25,000 inquiries at the reference desk, and more than 86,000 items borrowed.

Since the Waccamaw Library reopened in a new, larger space in 2015, the branch has been an enormous success and has become a true community center for residents on the Waccamaw Neck, and Ms. McIntyre has played an important role in that process.

Recognition - Employee Volunteer of the Year for 2019

This report was moved forward on the meeting agenda presented earlier during the meeting.

County Council recognized Ms. Lesley Eastham as Georgetown County's 2019 Employee Volunteer of the Year. Lesley Eastham, a firefighter/paramedic with Georgetown County Fire/EMS was selected as the County's 2019 Employee Volunteer of the Year for outstanding volunteer service rendered to her department and her community.

The Employee Volunteer of the Year award is presented at the end of each year to recognize one county employee who also volunteers their time and service to one of the county's many departments and divisions outside the course of their regular job. Lesley Eastham was selected as this year's winner for outstanding service rendered to Georgetown County Fire/EMS and her community.

Ms. Eastham has been employed with Georgetown County for 28 years and has been volunteering for 20 years. In addition to her work as a firefighter/paramedic and Infectious Control Officer with County Fire/EMS, she volunteers significant time to helping teach CPR and medical courses. She frequently teaches these courses to department personnel while off duty. She especially likes teaching pediatric and stroke patient care courses, because she sees how vitally important these courses are to caring for communities. On her own time, she takes courses to improve her knowledge and skills in these areas. She also volunteers to teach CPR, AED and First Aid courses at schools, daycares, churches and local businesses. Additionally, Ms. Eastham is a volunteer supporter of David's Blankets of Hope, which hand makes and donates blankets to sick children. These blankets are made in the children's favorite colors or with images of their favorite cartoon characters to provide comfort and warmth while children recover in the hospital.

Recognition - Volunteer of the Year for 2019

This report was moved forward on the meeting agenda presented earlier during the meeting.

Georgetown County recognized Cedric Geathers as Georgetown County's 2019 Volunteer of the Year. At the end of each year, Georgetown County recognizes one volunteer from within its various departments and divisions that has stood out above the rest in their commitment and service. This year, the County selected Cedric Geathers, who has been a dedicated volunteer with Georgetown County Fire/EMS since 2014.

Cedric is always willing to assist County Fire/EMS in any capacity he is asked. Over the last two years, he rendered his service to help during Hurricanes Florence and Dorian. He stayed day and night at the fire station, where he did everything from cooking for the team to running emergency calls. On a daily basis, he spends the majority of his time at the fire station, often arriving at 8 a.m. and sometimes staying until 10 p.m., assisting the Fire/EMS family and waiting to serve the residents of Georgetown County. Cedric is well known for saying, "I'm always ready whether I'm at home or at the Fire Station," and "If you stay ready you won't have to get ready."

Cedric volunteers at Station 10, where he often can be observed mentoring children and teens. He helps with recruiting teens and other volunteers to join the Fire Department, and loves teaching kids about fire safety. He is always willing to assist at public education events, especially those involving youth.

Impact Fee Annual Report 2018-2019

Boyd Johnson, Georgetown County Director of Planning and Code Enforcement, provided an informational report pertaining to Development Impact Fees collected by the County for FY 2018-2019.

Waccamaw Elementary Field Complex Project Design

Prior to County Council's discussion and voting on this matter, Councilmember Steve Goggans disclosed a conflict of interest and requested to be recused.

Councilmember Raymond Newton moved to authorize Georgetown County to enter into an agreement with SGA Narmour Wright Design to provide professional services related to the architectural design and administrative management of construction of the Waccamaw Baseball/Softball Field Complex. Councilmember Louis Morant seconded the motion. The Chairman called for discussion on this matter, and there was none.

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

Absent: Steve Goggans

DEFERRED:

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 add two additional single family lots to the PD.

Ordinance No. 19-25

County Council deferred action on Ordinance No. 19-25, an Ordinance setting the Base Salaries for Elected Officials of Georgetown County, and further repealing and replacing Ordinance No. 2005-45.

EXECUTIVE SESSION:

County Council moved into Executive Session in order to discuss two personnel matter (pertaining to the search for a county administrator, and pertaining to the county attorney) at 6:47 PM

OPEN SESSION:

As Open Session resumed at 7:33 PM, Chairman John Thomas stated that during Executive Session, County Council discussed two personnel matters as previously disclosed. No decisions were made by County Council, nor were any votes taken during Executive Session.

Being no further business to come before County Council, Councilmember Ron Charlton moved to adjourn the meeting.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 1/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-076, Leachate Management Upgrades

CURRENT STATUS:

The Environmental Services Division of Georgetown County is requesting approval for improvements to the leachate management system and leachate pump installation required for the expansion of the Georgetown County Landfill.

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 which are summarized below:

- 1) Level Utilities, LLC of Georgetown, SC @ \$857,841.79;
- 2) Advance One Development LLC. of Charlotte, NC @ \$644,275.00;
- 3) TEC Industrial, LLC of Madison, NC @ \$734,182.00;
- 4) SCS Field Services, of Reston, VA @ \$844,217.00

FINANCIAL IMPACT:

This project is fully funded with an available funding amount of \$400,000 in GL# 502.305-50705 and \$350,000 available in GL Account Number 89008.305-50705.

OPTIONS:

- 1) Award a Construction Contract to TEC Industrial, LLC in the amount of \$734,182.00.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

The Environmental Services Division of Georgetown County and our consultant engineer have evaluated and reviewed the four (4) competitive bids that were received (detailed engineering assessment is attached). The lowest bidder, Advance One Development, has not provided enough work experience on structural steel-lined tanks. Their work history includes primarily landfill gas projects that do not apply to this type of work. The second (2nd) lowest bidder, TEC Industrial, LLC, stood out because of their highly relevant experience and competency in completing similar leachate projects on time and within budget. Based on the aforementioned, Ray Funny, Director of Public Services recommends award for the Leachate Management System Upgrades to TEC Industrial, LLC of Madison, NC in the amount of \$734,182.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Bid Tabulation	Cover Memo
▣ Recommendation	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 19-076

Procurement for: Landfill Leachate Management Upgrades

Department: Public Services- Landfill 502-305

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 322,630 FY 2020

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

Funding Source Location	
G/L Account Number	Funding Amount
502.305-50705	\$ 400,000

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

If YES, attach a copy of the approved grant.

Grant Approval Attached : ☐-YES ☐-NO



Department Director/ Elected Official

SEP 11 2019

Date



Purchasing

9/11/19

Date



Finance Director

9/12/19

Date



County Administrator

9/12/19

Date

Nancy Silver

From: Scott Proctor
Sent: Friday, January 17, 2020 5:08 PM
To: Nancy Silver
Subject: FW: Signed Recommendation for Purchase #19-076: Leachate Management Upgrades

FYI

From: Scott Proctor
Sent: Friday, January 17, 2020 5:04 PM
To: Pamela Bassetti
Subject: RE: Signed Recommendation for Purchase #19-076: Leachate Management Upgrades

Pam,

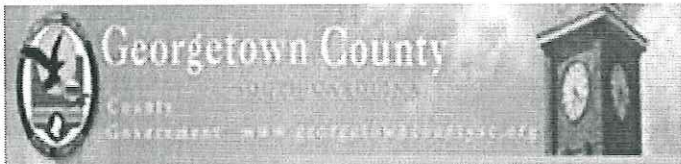
I have reviewed funding availability for this project and am satisfied that we have sufficient funds and can proceed.

Thanks, Scott

From: Pamela Bassetti
Sent: Friday, January 17, 2020 1:35 PM
To: Scott Proctor
Subject: FW: Signed Recommendation for Purchase #19-076: Leachate Management Upgrades

Scott,
Can you please provide an email verifying proper funding for the Leachate Management Upgrades? I need to get this on the council meeting for the 28th.
Thank you
Pam

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



From: Nancy Silver
Sent: Friday, January 17, 2020 11:42 AM
To: Pamela Bassetti
Subject: FW: Signed Recommendation for Purchase #19-076: Leachate Management Upgrades

Pam,
Please follow up with Scott to get the email you need verifying proper funding is in place so we can get this done today.
Thanks,
~Nancy

From: Pamela Bassetti
Sent: Tuesday, January 07, 2020 3:33 PM
To: Janet Combs <jcombs@gtcounty.org>; Purchasing <Purchasing@gtcounty.org>; Glenda Long <gilong@gtcounty.org>; Scott Proctor <sproctor@gtcounty.org>
Cc: Ray C. Funnye <rcfunnye@gtcounty.org>; Michelle LaRocco <mlarocco@gtcounty.org>
Subject: RE: Signed Recommendation for Purchase #19-076: Leachate Management Upgrades

I was writing the Agenda request for the council meeting and noticed that the Bid Solicitation Approval form is fully funded for \$400,000. Please see attached. The amount of the recommendation from the bid is \$734,182.00. I will need a revised recommendation letter stating where the additional funds will be allocated from. I will also need an email from finance to support the funding. If we can get this quickly, I may be able to get this on the Council Agenda for January 14th. Please advise

Thank you,
Pam

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



From: Janet Combs
Sent: Tuesday, January 7, 2020 10:37 AM
To: Purchasing
Cc: Ray C. Funnye; Michelle LaRocco
Subject: Signed Recommendation for Purchase #19-076: Leachate Management Upgrades

Dear All,

Please find attached the above-referenced signed recommendation for your review and processing.

Thank you,

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

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Public Bid Opening Tabulation
BID # 19-076

Leachate Management Upgrade

OPENING DATE: Monday, December 23, 2019 @ 3:30PM

Company Name	Base Bid	Comment
Level Utilities LLC	\$ 857,846.79	Bid Bond
Advance One Development LLC	\$ 644,275.00	Bid Bond
Tech Industrial, LLC	\$ 734,182.00	Bid Bond
SCS Field Services	\$ 844,217.00	Bid Bond

Opened By Samuel Bussett
Date 12/23/2019

Witness Margaret Dason
Date 12/23/19



Bid # 19-076, Leachate Management Update
Mandatory Pre Bid Conference Sign in Sheet
Monday, November 18, 2019 @ 11:00 AM Eastern Time

PLEASE PRINT CAREFULLY

NAME	COMPANY	PHONE	E-MAIL
KIRK LEVEL	LEVEL UTILITIES	843-546-0308	Noilevel@aol.com
Justin Johnson	TEL Industrial	276-734-1804	mtaylor@telindustrial.biz
ES Yates	N/S Carolina Group	704.472.1780	mscaroline@carolinagrp.com
Tim Pickett	Sunbelt Rentals	843-277-7061	tim.pickett@sunbeltrentals.com
David Holsclew	SCS Engineers	843 991-9771	DHolsclew@scsengineers.com
Robert Wall	Enviro Smart	843-480-3673	RWall@envirosmart.us
Joseph Stinnett	Greenwell Const. Svc.	843-236-7800	Vichie@greenwellconst.com
Michael Curran	Advance One Dev.	704-993-8332	michael.curran@landfillgroup.com
April Oliver	Advance One Development	704 575 7872	April.Oliver@landfillgrp.com



Bid # 19-076, Leachate Management Update

Mandatory Pre Bid Conference Sign in Sheet

Monday, November 18, 2019 @ 11:00 AM Eastern Time

PLEASE PRINT CAREFULLY


[illegible]



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye 

File #: 316.16

Date: January 7, 2020

Re: Recommendation for Purchase # 19-076: Leachate Management Upgrades

Environmental Services Division of Georgetown County is requesting procurement approval for improvements to the leachate management system and leachate pump installation required for the expansion of the Georgetown County Landfill. The cost of these improvements is a fully budgeted expense.

Four (4) competitive bids were received from construction firms and were evaluated by our consultant engineer for completeness (detailed engineering assessment is attached). The lowest bidder, Advance One Development, has no work experience on structural steel-lined tanks. Their work history includes majority landfill gas projects that do not apply to this type of work, and they failed to provide satisfactory responses to structural engineering needs and concerns for this project.

The remaining bidders all have experience on this type of project and provided responsible bids. Of these, TEC Industrial, LLC, stood out because of their highly relevant experience and competency in completing similar leachate projects on time and within budget.

Based on the aforementioned, I recommend the procurement of the Leachate Management System Upgrades for \$734,182.00 from TEC Industrial, LLC.

January 6, 2020

Ms. Michelle LaRocco
Environmental Services Division Manager
Georgetown County

RE: Georgetown County Leachate Management Upgrades Project
Bid #19-076

Dear Ms. LaRocco:

Bids for the referenced project were received on December 23, 2019. Bids were received from four companies tabulated below.

The first step in the evaluation was to prepare a tabulation for all bidders showing unit costs and extended total for every bid item as well as the total bid amount. The bid tabulation is included as Attachment 1. A summary of the bid results ordered from lowest to highest is shown below.

Rank	Bidder	Bid Amount
1)	Advance One Development, LLC	\$644,275.00
2)	TEC Industrial, LLC	\$734,182.00
3)	SCS Field Services	\$844,217.00
4)	Level Utilities, LLC	\$857,841.72

The second step in the evaluation was to determine if the bids were responsive by verifying the Bidder submitted all required documents per the bid documents as follows:

- Exhibit A: Acknowledgement of Addenda
- Exhibit B: Notice of Intent to Respond (Not Mandatory)
- Exhibit C: Non-Collusion Affidavit
- Exhibit D: Substitute IRS Form W-9
- Exhibit E: Indemnification
- Exhibit F: List of Prime and Sub-Contractors
- Exhibit G: Statement of Experience
- Exhibit H: Unit Price Bid
- Exhibit I: Local Resident Vendor Certification
- Exhibit J: Exceptions Page Form
- Exhibit K: CADD Release Form
- Exhibit K: Material Substitution Request Form (if applicable)

All bidders provided all required bid documents and therefore all bids were deemed responsive, with the exception of Advance One Development, LLC which did not include the required

Ms. Michelle LaRocco
January 6, 2020
Page 2 of 5

Attachment G: Statement of Experience. Advance One Development provided the Attachment at the request of County Purchasing after bids were received. The provided experience statement is included as Attachment 2 to this letter.

The third step in the evaluation was to determine if the bids received were responsible. During review of the bids, it was determined based on the submitted experience statement that Advance One Development does not have any experience working on a similar project including work on a lined steel tank as required on the project. Additionally, Advance One Development did not address structural engineering subcontractor requirements of the project. Email correspondence included as Attachment 3 to this letter documents the bidder's disregard of project structural engineering requirements, and the stated solution to this omission was deemed unsatisfactory. For the reasons described herein, the bid submitted by Advance One Development, LLC is not considered responsible. All other bidders submitted responsible bids.

Based upon our review of the submitted bids, it is our recommendation that Georgetown County award the project to TEC Industrial, LLC in the amount of \$734,182.00.

Sincerely,

GARRETT & MOORE, INC.

A handwritten signature in blue ink that reads "Bernie Garrett". The signature is fluid and cursive, with the first name "Bernie" being more prominent than the last name "Garrett".

Bernie Garrett, P.E.
Project Manager

- Attachments: 1. Bid Tabulation
2. Advance One Development, LLC Statement of Experience
3. Advance One Development, LLC Response to Structural Engineering Requirements Inquiry

Item Number: 6.b
Meeting Date: 1/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-110, Sandy Island Bulkhead Project

CURRENT STATUS:

The County has worked with USDA to obtain a grant to provide a new bulkhead for Sandy Island to stabilize and protect the shoreline and associated infrastructure.

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) Seven Seas Marine Construction, Inc. of Murrells Inlet, SC @ \$137,766.00 Base Bid and \$1.00 Alternate #1;
- 2) Associates Roofing & Construction, Inc. of Murrells Inlet, SC @ \$296,896.00 Base Bid and \$71,250.00 Alternate #1;
- 3) Ben Cox, LLC of Andrews, SC @ \$212,469.00 Base Bid and \$5,125.00 Alternate #1;
- 4) Henley's Construction Co., Inc. of Cheraw, SC @ \$215,248.68 Base Bid and \$40,000.00 Alternate #1;

FINANCIAL IMPACT:

If the project is awarded to the low bid offeror in the amount of \$137,767.00, USDA grant funding would be provided in the amount of \$103,325.25 and the County's matching share of the costs will be \$34,441.75.

OPTIONS:

- 1) Award a Construction Contract to Seven Seas Marine Construction in the total amount of \$137,766.00 for the Base Bid only and approve the County's match of \$34,441.75.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

There were four (4) bids received at the public bid opening held on January 15, 2020. Public Services & Capital Projects staff reviewed the four bids received and all were found to be complete bid packages responding to all items. Seven Seas Marine Construction, Inc. of Murrells Inlet, SC submitted the lowest complete bid in the amount of \$137,766.00 for the base bid and \$1 for the Alternate #1 to provide an alternate backfill borrow site. This vendor has successfully completed similar projects and all references were positive. Staff has determined that alternate #1 is not needed and recommends award to the low bidder, Seven Seas Marine Construction, for the base bid amount only and approve the County's match of \$34,441.75.

ATTORNEY REVIEW:

No

ATTACHMENTS:

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



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 19-110

Procurement for: Sandy Island Bulkhead Project

Department: Public Services

Budgeted: ☒ YES ☐ NO

Budgeted/Estimated Cost: ~~\$220,216.00~~
265,904

FY 20

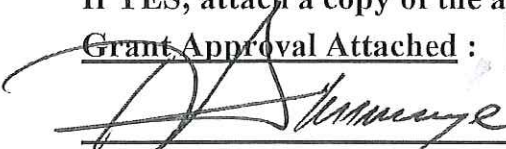
Funds Available: ☒ YES ☐ NO ☐ Pending Budget Approval
☐ Cash Purchase
☐ Municipal Lease/Purchase Financing (-YR)

Funding Source Location	
G/L Account Number	Funding Amount
99383.901.50427 USDA NAC Grant	\$202,966.00 200,196
Stormwater Cash Match	62,938
In Kind Credit (In house Engineering/Person)	2,770

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

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

Grant Approval Attached: ☒ YES ☐ NO


Department Director/Elected Official

12.16.2019

Date


Purchasing

12/18/19
Date


Finance Director

12/18/19
Date


County Administrator

12/18/19
Date

Nancy Silver

From: Ray C. Funnye
Sent: Monday, December 16, 2019 5:40 PM
To: Glenda Long
Cc: Nancy Silver; Art Baker; James Coley; Tracy Jones; Janet Combs
Subject: Sandy Island Bulkhead Project
Attachments: Procurement_Solicitation_Approval_Form_#19--110
_Sandy_Island_Bulkhead_Project_Revised_191216.pdf; Earthwork task order.pdf

Importance: High

Glenda,

Thank you for assisting Janet this afternoon with the revision to the Procurement Solicitation Approval Form, #19-110, for the Sandy Island Bulkhead Project.

The form now only indicates the \$202,966.00 amount for construction which is to be put out for bid by Purchasing. This number represents the total grant amount of \$286,949.00, less the \$17,250.00 consulting fee from Earthworks Group.

The breakdown of the project costs are as follows:

- 99383.901.50427: \$202,966.00 for construction
- 99383.901.50427: \$17,250 for consulting (Earthworks)
- In-Kind Services, PS Department: \$31,000.00
- 504.901.50705: Cash Match from Stormwater Division in the amount of \$35,733.00

TOTAL ESTIMATED PROJECT: \$286,949.00

Our Engineering and Capital Projects Project Coordinator, James Coley, will keep a sharp eye on construction costs to be sure they remain aligned with the NCRS model in the document attached.

Thank you,

Ray

Ray C. Funnye
Georgetown County
Department of Public Services
(843) 545.3325 phone
(843) 545.3326 fax
rcfunnye@gtcounty.org

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U.S. Department of Agriculture
Natural Resources Conservation Service



NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR194639XXXXC005	2. Amendment Number	3. Award /Project Period NRCS signature - 09/30/2019	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 1835 Assembly St., Rm. 950 Columbia, SC 29201		6. Recipient Organization (Name and Address) GEORGETOWN COUNTY OF POST OFFICE DRAWER 421270 GEORGETOWN SC 29442-4200 DUNS: 045746591 EIN:	
7. NRCS Program Contact Name: Stephen Henry Phone: (803) 765-5350 Email: Stephen.Henry@sc.usda.gov	8. NRCS Administrative Contact Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	9. Recipient Program Contact Name: James Coley Phone: 843-545-3243 Email: JCOLEY@GTCOUNTY.ORG	10. Recipient Administrative Contact Name: James Coley Phone: 843-545-3243 Email: JCOLEY@GTCOUNTY.ORG
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: James Coley Phone: 843-545-3243 Email: JCOLEY@GTCOUNTY.ORG
15. Project Title/ Description: EWPP - Sandy Island Bulkhead - to stabilize and protect the shoreline and associated infrastructure.			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$220,216.00	\$66,733.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$220,216.00	\$66,733.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$200,196.00	Other	\$20,020.00
Total Direct Cost	\$220,216.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$66,733.00
		Total Federal Funds Awarded	\$220,216.00
		Total Approved Budget	\$286,949.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative ANN ENGLISH State Conservationist	Signature 	Date 7/10/19
Name and Title of Authorized Recipient Representative SEL HEMINGWAY, County Administrator	Signature 	Date JUL 01 2019

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to Georgetown County, hereinafter referred to as the "Sponsor", for EWP Project # 5051 in Georgetown County, South Carolina, for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the Individual Damage Survey Report (DSR) and described here:

5051-002. Sandy Island – remove debris and sediment, and stabilize stream bank for infrastructure - \$266,929

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$286,949

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$200,196 + 25% Sponsor \$66,733): \$266,929

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$20,020

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

A. SPONSOR will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.
4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
11. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional engineer registered/licensed in South Carolina. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
12. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
13. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

18. Provide construction inspection in accordance with the QAP.

19. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commencement of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

22. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

23. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

24. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

25. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

26. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

27. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

28. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

30. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

31. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

32. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

33. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

34. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.

2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.

3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required)

and GAP.

4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

- A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
- B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
- C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
- D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
- E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
- F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
- G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.
- H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a professional engineer registered/licensed in South Carolina, including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan.
5. One copy of the notice of solicitation, bid abstract, and notice of award.
6. Certification that the project was installed in accordance with the plans and specifications.

7. As-built drawings of final construction sign by a professional engineer registered/licensed in South Carolina, within 30 days of completion of construction.
8. Quantities of the units of work applied for each site within 30 days of completion of construction.

Resources Required

No resources required other than funding.

Milestones

Milestones shall include, but not limited to, the following items:

1. Pre-construction design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 14 days of the pre-design conference.
3. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
4. Obtaining permits.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review.
7. Completing final engineering plans and specifications.
8. Completing quality assurance plan.
9. Solicit bids.
10. Award contract.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (4) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (5) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 175, "Award Term for Trafficking in Persons" (2) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (3) 2 CFR Part 418, "New Restrictions on Lobbying" (4) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project b. Costs incurred after the expiration of the award including any no-cost extensions of time c. Costs that lie outside the scope of the approved project and any amendments thereto d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles", or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), U.S.C. 8791.

d. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If NRCS determines that you are not in compliance with this award provision, NRCS: a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; b. May pursue other remedies available for your material failure to comply with award terms and conditions.

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project purpose or deliverables 3. A description of the revised purpose or deliverables 4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

2. Severs his or her affiliation with the grantee, the grantee's options include— i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project. ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director. iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known: i. The forms and certifications included in the application package ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal) iii. An updated qualifications statement for the project director showing his or her new organizational affiliation iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following: The length of additional time required to complete the project and a justification for the extension A summary of progress to date An estimate of funds expected to remain unobligated on the scheduled expiration date A projected timetable to complete the portions of the project for which the extension is being requested Signature of the grantee and the project director A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted. V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th). b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information. c. At a minimum, the signed accrual statement should include, "Under agreement number _____, at the close of the quarter ending _____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of \$_____." Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

Quarterly Schedule Report Due Date October 1 to December 31 January 31 January 1 to March 31 April 30 April 1 to June 30 July 31 July 1 to September 30 October 31

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Services Branch 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

• "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

• "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

• "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the NRCS administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties

will be those set forth in 2 CFR Part 200.339.

XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.



MANDATORY Pre-Bid Conference & Site Inspection
Bid# 19-110, Sandy Island Bulkhead Project
Thursday, January 2, 2020 at 9:30 AM Eastern NIST
PLEASE PRINT CLEARLY

REPRESENTATIVE'S NAME	COMPANY NAME	TELEPHONE	E-MAIL
KIP SKARPON	BLU TIDE MARINE CONST.	843 557- 1555	kkip.blutidemarine@gmail.com
Thomas Bone	Thomas Bone Const Co LLC	843-264-5907	amtbone@hotmail.com
Arita Mansfield	"	"	"
DEREK ASTORINO	Henley Construction Group Caroline Dock & Marine	843 557 1234	Derek.astorino@gmail.com
KWEN MASON	ARC, Inc	843-357-1713	info@arcincorporated.org
CALEB CLARK	SEVEN SEAS MARINE INC	843 651 1674	sevenseasinc.ga@gmail.com
ART BAKER	GTC - ECP	843-267-4259	ABAKER@GTCOUNTY.ORG
BB COX	Ben Cox, LLC	843-359-1238	BB@BenCoxLLC.com
James Coley	GTC	843 503 6571	jcoley@gtcounty.org




MANDATORY Pre-Bid Conference & Site Inspection
Bid# 19-110, Sandy Island Bulkhead Project
Thursday, January 2, 2020 at 9:30 AM Eastern NIST
PLEASE PRINT CLEARLY

REPRESENTATIVE'S NAME	COMPANY NAME	TELEPHONE	E-MAIL
Dillon Callahan	THE EARTHWORKS GROUP	(843) 651-7900	dcallahan@earthworksgroup.com
BRAD HUCKS	"	"	bhucks@earthworksgroup.com
Debbie Mann	USDA NRCS	843 546 7808	debbie.mann@usda.gov
Mark Patterson	Patterson SALTWATER CON	843-385-6086	SALTWATER CONSTRUCTION @GMAIL.COM
Steven Kukulka	Decks + Docks Lumber Co.	843-385-6993	SKukulka@decks-docks.com
Suzanne Fox	S.E. Diving Services	843/240-3560 864-220-3481	SEDIVING-LLC@gmail.com
Laura Smick	GREENWALL CONST	(843) 236-7800	vickie@greenwallconst.com



Public Bid Opening Tabulation
Bid# 19-110, Sandy Island Bulkhead Project
Wednesday, January 15, 2020 at 3:00 PM Eastern NIST

<u>OFFEROR</u>	<u>Base Bid Proposal</u> (Pg. 24, Item 2)	<u>Alternate #1:</u> <u>Alternative Backfill</u> <u>Borrow Site</u> (Pg. 24, Item 3)	<u>Bid Bond</u> <u>Attached</u>	<u>Comments</u>
Seven Seas Marine Const.	\$ 137,766 ⁰⁰	\$ 1 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Associates Roofing & Const.	\$ 296,896 ⁰⁰	\$ 71,250 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Ben Cox, LLC	\$ 212,469 ⁰⁰	\$ 5,125 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Henley's Const. Co. 	\$ 215,248 ⁶⁸	\$ 40,000 ⁰⁰	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: 


WITNESS: 



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye, Director 

File #: 316.16

Date: January 17, 2020

Re: Recommendation for Bid # 19-110: Sandy Island Bulkhead Project

On January 15, 2020, Georgetown County Department of Public Services received four (4) bids for Bid # 17-110 Sandy Island Bulkhead Project. The scope of work includes installation of new bulkhead and back fill on Sandy Island, modifications to the aluminum dock, and removal and replacement of the stairs at the south end of the bulkhead.

Seven Seas Marine Construction submitted the lowest complete bid in the amount of \$137,766.00. Seven Seas Marine Construction has successfully completed similar projects and all references were positive.

Based on the aforementioned, I hereby recommend that the award of Bid #19-110, Sandy Island Bulkhead Project to Seven Seas Marine Construction in the amount of \$137,766.00.

Item Number: 6.c
Meeting Date: 1/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Bid #19-109, Qty (2) of 2 Yd. Self-Sealing Stationary Compactors

CURRENT STATUS:

These compactors will replace two (2) 2010 Bakers Waste Compactors as part of the approved FY20 Capital Equipment Replacement Plan (CERP) for recycling.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were two (2) responses received:

- 1) Bakers Waste Equipment, Inc. of Lenoir, NC @ \$56,854.00.
- 2) Reaction Distribution, Inc. of Ajax Ontario, Canada @ \$55,186.00.

FINANCIAL IMPACT:

This procurement is included in the FY20 budget as approved, and is funded in 502.308-50707 up to \$58,000.00.

OPTIONS:

- 1) Award a PO to Bakers Waste Equipment, Inc. in the amount of \$56,854.00 plus any applicable taxes.
- 2) Deny the request for award.

STAFF RECOMMENDATIONS:

The two (2) bids received were reviewed by the Public Services Department and Environmental Services Division. While the pricing for the units provided by Bakers Waste Equipment was \$1,668 higher in total, staff has no concerns about parts and availability from this U.S. based company. Environmental Services often obtains parts within a 24-hour window from this vendor. However, with past units provided by Reaction Distributing, staff have experienced long delays obtaining parts. Therefore, staff recommends spending the slightly higher amount to obtain the compactors from Bakers Waste Equipment.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Procurement Solicitation Approval	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



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 19-109

Procurement for: Two (2) stationary compactors for Recycling

Department: Public Services – ESD – 502.308

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 58,000 FY 2020

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

Funding Source Location	
G/L Account Number	Funding Amount
502.308-50707	\$ 58,000


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

If YES, attach a copy of the approved grant.


Grant Approval Attached : ☐-YES ☐-NO


Department Director/ Elected Official


NOV 14 2019
Date


Purchasing

11/18/19
Date


Finance Director

11/26/19
Date


County Administrator

12/2/19
Date



Public Bid Opening Tabulation
Bid #19-109, Qty (2) of 2 Yd. Self-Sealing Stationary Compactors
Wednesday, January 15, 2020 @ 2:30PM Eastern Time

<u>OFFEROR</u>	<u>Total Cost</u> Excluding Sales Tax (Item 2, Pg. 22)	<u>Technical</u> <u>Specification</u> <u>Checklist</u> <u>Included?</u>	<u>Comments</u>
Reaction Distributing Inc. \$55,186.00		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Bakers Waste Equipment \$56,854.00		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: _____

WITNESS: Pamela Bassett

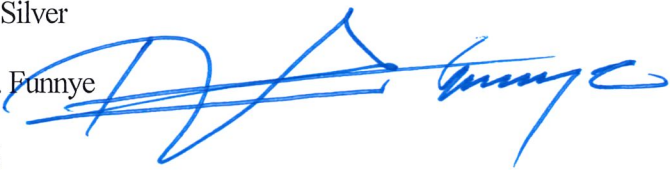
[illegible]



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

Memorandum

To: Nancy Silver

From: Ray C. Funnye 

File #: 316.16

Date: 1/16/2020

Re: Recommendation for Purchase #19-106: Stationary Compactors and Receiving Containers for Recycling

Georgetown County is requesting replacement of two (2) Stationary Compactors and Receiving Containers from Bakers Waste Equipment for use in the Environmental Services Division. The cost of this equipment is a fully budgeted expense.

Competitive bids were received from two manufacturers, Bakers Waste Equipment and Reaction Distributing. While the pricing for the units provided by Bakers Waste Equipment was \$1,668 higher in total, we have no concerns about parts and availability from this U.S.-based company; we have been able to receive parts from Bakers Waste Equipment often within a 24-hour window. Further, in our experience with units provided by Reaction Distributing, we have frequently had long delays obtaining parts from Canada. These two units will be placed at our busiest Recycling Centers, and we have significant concerns about operational challenges if a unit goes out of service.

Based on the aforementioned, I recommend the purchase of the two (2) compactors and receiving containers from Bakers Waste Equipment for \$56,854.00.

Item Number: 6.d
Meeting Date: 1/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Task Order #2 to Contract #17-078-DC, Local Funded Comprehensive Roadway Design & Engineering, IDIQ

CURRENT STATUS:

Dennis Corporation and Davis & Floyd were awarded Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for Procurement #17-078, Local Funded Comprehensive Roadway Design & Engineering based on the County's procurement ordinance for architectural & engineering services. This is a requested task order under the awarded IDIQ agreement for roadway design and engineering services.

POINTS TO CONSIDER:

- 1) This project is related to the proposed paving of Corner Loop from the end of the SCDOT maintained section near Pennicine Ct. to Belladonna Ct. and the entirety of Belladonna Ct.
- 2) The proposed task order would cover engineering design, permitting, and construction inspection and administration.
- 3) Public Works received proposals from both of the County's qualified IDIQ roadway engineering contractors. Davis and Floyd's cost was \$117,768, while Dennis Corporation's cost was \$97,700. Therefore, this task order is being recommended to the low bidder, Dennis Corporation.
- 4) Dennis Corporation has a history of successfully completed road engineering and construction projects for Georgetown County.

FINANCIAL IMPACT:

This project is fully funded in GL account number 066.906-50702.

OPTIONS:

- 1) Approve Task Order #2 to Dennis Corporation in the amount of \$97,700.00.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Public Works and Public Services recommends the award of Task Order #2 as listed as indicated by their signatures on the task order form and memorandum of recommendation that are attached herein.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<div data-bbox="164 155 185 182">▣</div> Task Order #2 with Dennis Corporation Proposal	Cover Memo
<div data-bbox="164 212 185 239">▣</div> 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 #
17-078-DC	2	
Project #	GL Account	Purchase Order
Corner Lp Belladonna	066.906.50702	2020-00000361
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$105,400.00	\$97,700.00	\$203,100.00

Administration Use ONLY		
	Signature	Date
Budget Verified:		1/22/20
Change Originator:	Stephen Williams	1/17/2020

Consultant Name:	Dennis Corporation
Contract Title:	17-078 LOCAL FUNDED Comprehensive Roadway Design & Engineering IDIQ
Task Order Name:	Corner Loop and Belladonna Design Construction Services
Scope of Work:	<p>Task 1 Engineering Design and Permitting including: Project management - Quality Control - Field survey review - Initial utility coordination for contacts and minimization of conflicts - Preliminary design and field review with Owner - Pavement design - Final design and plans for permitting - Secure NPDES (Georgetown County) permit and OCRM-CZC Certification</p> <p>Task 2 Construction Inspections and Administration including: Professional project management - Lead preconstruction conference - Review of contractor submittals - Quality Assurance inspections and testing - Engineering Support during construction - Contractor's Pay Application review and Contract Administration - Final Inspection and Punch List - Administration of Contract and Permit closeout documents</p> <p>TOTAL \$97,700</p>
List Authorized Sub-Consultants:	Summit Engineering Laboratory and Testing PC (geotechnical)
Deliverables:	Construction plans, permitting, construction phase services
Justification for Change:	Acquisition of plans, permits, and construction phase services for this UF petitioned road paving project
Start Date: NTP	Completion Date: 8 months from NTP

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

Georgetown County, SC Signatures: Ray C. Funnye Public Services Director _____ John Thomas County Council Chair	JAN 17 2020 Date _____ Date (DIGITAL-ATTACHED) (Signature) Date NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.
--	---

December 13, 2019

Stephen Williams
Public Works Manager
Georgetown County Public Works
2236 Browns Ferry Road
Georgetown, SC 29440
VIA: Email

Re: Proposal – Corner Loop (portion) and Belladonna Court

Mr. Williams,

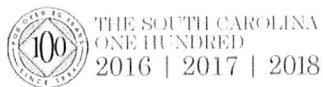
Please find below the requested proposal for engineering services for the above referenced project.

PROJECT DESCRIPTION

This project is related to the proposed paving of a portion of Corner Loop and Belladonna Court, the approximate limits of which are shown in the map below.



1800 Huger Street | Columbia | South Carolina | 29201 | 803.252.0991 | www.denniscorporation.com



SCOPE

- 1- Task 1 Engineering Design and Permitting
 - a. Professional project management throughout the duration of this task
 - b. Quality Control measures for all deliverables
 - c. Field review of provided survey files
 - d. Initial utility coordination for contacts and minimization of conflicts
 - e. Wetlands delineation and Jurisdictional Determination from USACE
 - f. Preliminary design and field review with Owner
 - g. Pavement design
 - h. Final design and plans for permitting
 - i. Secure NPDES (Georgetown County) permit and OCRM-CZC Certification
 - j. Secure "No Permit Required" letter or coverage under USACE NWP.
- 2- Task 2 Construction Inspections and Administration
 - a. Professional project management throughout the duration of this task
 - b. Lead preconstruction conference
 - c. Review of contractor submittals
 - d. Quality Assurance inspections and testing
 - e. Engineering Support during construction
 - f. Contractor's Pay Application review and Contract Administration
 - g. Final Inspection and Punch List
 - h. Administration of Contract and Permit closeout documents

ASSUMPTIONS

- 1- Impacts to wetlands, if any, are expected to meet the provisions for coverage under NWP #14. This assumption will be confirmed during preliminary design.
- 2- Survey files will be provided by others for design and construction.
- 3- SCDOT encroachment permits are not anticipated for this project. This will be confirmed during preliminary design.
- 4- Construction Contract duration is expected to be up to 6months. Inspections will be weekly and coordinated with the Contractor's scheduled work to ensure critical testing is performed.
- 5- During critical construction elements requiring substantial QA (subgrade prep, base placement, paving, culvert installation): frequency and time on site will vary at 2-3 days per week depending on the work being performed. Average time on site during this phase will be 6 hours per visit

DELIVERABLES

- 1- Preliminary Plans, Preliminary Construction Estimate, Preliminary Permitting Requirement, and Preliminary Utilities Review Summary, Jurisdictional Determination
- 2- Preliminary Field Walkdown with Owner
- 3- Pre-Final Plans, Construction Estimate, Permitting Summary, Utilities Review Summary, NPDES Permit Submittal Package (with SWPPP), OCRM CZC Certification Submittal Package, Joint SC/USACE Permit Application (NWP #14)
- 4- Final Plans, Specifications, Secured Permits, and Construction Cost Estimate issued for bidding and construction
- 5- Meeting Agenda and Minutes, Inspection/Testing Reports, Approved Pay Applications, and Project Closeout Documents as needed during construction phase.

ANTICIPATED PROJECT TIMELINE

Preliminary Design thru Plans and Submittals for Permitting – 110 days
Contingent time for Client Review of documents – 30 days
Secure Permits, Issue PS&E for Bidding – 75 days
Bidding and Award – TBD (estimated at 60 days)

Construction Duration – 6 months

<u>FEE:</u>	Task 1 – Engineering Design and Permitting:	\$ 55,900.00
	Task 2 – Construction Inspections and Administration:	\$ 41,800.00
	Total Engineering Services Not-to-Exceed (NTE)	\$ 97,700.00

ADDITIONAL SERVICES:

Dennis Corporation is a South Carolina headquartered Surveying, Civil Engineering and Construction Management firm offering a full range of professional services for public and private clients throughout the State.

DENNIS CORPORATION LIST OF SERVICES

SURVEY

- Topographic
- Hydrographic
- Boundary
- ALTA
- Pre-Construction
- Right-of-Way Platting
- Settlement Plate Monitoring
- Construction Layout & Staking
- As-Built & Record Drawing
- Cross-Slope Verification
- 3D Scanning

ENGINEERING

- Project / Program Management
- Master Planning
- Civil Infrastructure Engineering
- Land Planning & Site Design
- Water & Wastewater Design
- Water Resources Engineering
- Transportation Engineering
- Traffic Planning & Engineering
- Structural Engineering
- Environmental & Permitting Services
- Expert Witness Services

CONSTRUCTION MANAGEMENT

- Heavy Civil Construction Management
- Building Construction Management
- Construction Cost Estimating
- Value Engineering
- Scheduling
- Financial Management
- Bidding and Award Services
- Contract Administration
- Construction Engineering & Inspection (CEI)
- Vibration Monitoring
- Special Inspections (Chapter 1 & 17)

Please let me know if we may be able to provide any additional services that may be required in the future. Should you have any questions or need any additional information, do not hesitate to contact me directly at 803.227.8558 (office) or 803.360.5685 (mobile).

Sincerely,



Matt Hines, PE
Engineering Manager
DENNIS CORPORATION



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

Memorandum

To: Nancy Silver
From: Ray C. Funnye
Date: January 6, 2020

Re: Recommendation: 17-078 LOCAL FUNDED Comprehensive Roadway Design & Engineering IDIQ – Corner Loop and Belladonna Ct.

In late November 2019 Georgetown County Department of Public Works solicited proposals through existing contract 17-078 LOCAL FUNDED Comprehensive Roadway Design & Engineering IDIQ for the design and construction of Corner Loop from the end of the SCDOT maintained section near Pennicine Ct to Belladonna Ct and the entirety of Belladonna Ct.

The scope of work is outlined in the attached proposal and includes engineering design, permitting, and construction inspection and administration. Public Works received proposals from Davis and Floyd (\$117,768) and Dennis Corporation (\$97,700).

We thoroughly reviewed these proposals and found Dennis Corporation to be fully capable of carrying out the services requested. Dennis Corporation has successfully completed previous road engineering and construction projects for Georgetown County.

Based on the aforementioned, I hereby recommend 17-078-DC TO#2 for roadway design, engineering, and construction phase services for Corner Loop and Belladonna Ct be awarded to Dennis Corporation in the amount of \$97,700.

December 13, 2019

Stephen Williams
Public Works Manager
Georgetown County Public Works
2236 Browns Ferry Road
Georgetown, SC 29440
VIA: Email

Re: Proposal – Corner Loop (portion) and Belladonna Court

Mr. Williams,

Please find below the requested proposal for engineering services for the above referenced project.

PROJECT DESCRIPTION

This project is related to the proposed paving of a portion of Corner Loop and Belladonna Court, the approximate limits of which are shown in the map below.



1800 Huger Street | Columbia | South Carolina | 29201 | 803.252.0991 | www.denniscorporation.com



THE SOUTH CAROLINA
ONE HUNDRED
2016 | 2017 | 2018



2018 WORKFORCE INNOVATOR
SOUTH CAROLINA
CHAMBER OF COMMERCE
THE CHAMPION FOR BUSINESS



SCOPE

- 1- Task 1 Engineering Design and Permitting
 - a. Professional project management throughout the duration of this task
 - b. Quality Control measures for all deliverables
 - c. Field review of provided survey files
 - d. Initial utility coordination for contacts and minimization of conflicts
 - e. Wetlands delineation and Jurisdictional Determination from USACE
 - f. Preliminary design and field review with Owner
 - g. Pavement design
 - h. Final design and plans for permitting
 - i. Secure NPDES (Georgetown County) permit and OCRM-CZC Certification
 - j. Secure "No Permit Required" letter or coverage under USACE NWP.
- 2- Task 2 Construction Inspections and Administration
 - a. Professional project management throughout the duration of this task
 - b. Lead preconstruction conference
 - c. Review of contractor submittals
 - d. Quality Assurance inspections and testing
 - e. Engineering Support during construction
 - f. Contractor's Pay Application review and Contract Administration
 - g. Final Inspection and Punch List
 - h. Administration of Contract and Permit closeout documents

ASSUMPTIONS

- 1- Impacts to wetlands, if any, are expected to meet the provisions for coverage under NWP #14. This assumption will be confirmed during preliminary design.
- 2- Survey files will be provided by others for design and construction.
- 3- SCDOT encroachment permits are not anticipated for this project. This will be confirmed during preliminary design.
- 4- Construction Contract duration is expected to be up to 6months. Inspections will be weekly and coordinated with the Contractor's scheduled work to ensure critical testing is performed.
- 5- During critical construction elements requiring substantial QA (subgrade prep, base placement, paving, culvert installation): frequency and time on site will vary at 2-3 days per week depending on the work being performed. Average time on site during this phase will be 6 hours per visit

DELIVERABLES

- 1- Preliminary Plans, Preliminary Construction Estimate, Preliminary Permitting Requirement, and Preliminary Utilities Review Summary, Jurisdictional Determination
- 2- Preliminary Field Walkdown with Owner
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- 4- Final Plans, Specifications, Secured Permits, and Construction Cost Estimate issued for bidding and construction
- 5- Meeting Agenda and Minutes, Inspection/Testing Reports, Approved Pay Applications, and Project Closeout Documents as needed during construction phase.

ANTICIPATED PROJECT TIMELINE

Preliminary Design thru Plans and Submittals for Permitting – 110 days
Contingent time for Client Review of documents – 30 days
Secure Permits, Issue PS&E for Bidding – 75 days
Bidding and Award – TBD (estimated at 60 days)

Construction Duration – 6 months

<u>FEE:</u>	Task 1 – Engineering Design and Permitting:	\$ 55,900.00
	Task 2 – Construction Inspections and Administration:	\$ 41,800.00
	Total Engineering Services Not-to-Exceed (NTE)	\$ 97,700.00

ADDITIONAL SERVICES:

Dennis Corporation is a South Carolina headquartered Surveying, Civil Engineering and Construction Management firm offering a full range of professional services for public and private clients throughout the State.

DENNIS CORPORATION LIST OF SERVICES

SURVEY

- Topographic
- Hydrographic
- Boundary
- ALTA
- Pre-Construction
- Right-of-Way Platting
- Settlement Plate Monitoring
- Construction Layout & Staking
- As-Built & Record Drawing
- Cross-Slope Verification
- 3D Scanning

ENGINEERING

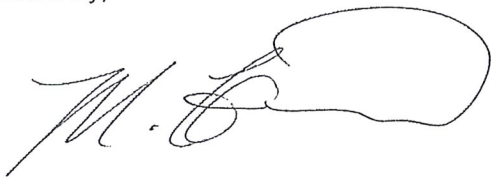
- Project / Program Management
- Master Planning
- Civil Infrastructure Engineering
- Land Planning & Site Design
- Water & Wastewater Design
- Water Resources Engineering
- Transportation Engineering
- Traffic Planning & Engineering
- Structural Engineering
- Environmental & Permitting Services
- Expert Witness Services

CONSTRUCTION MANAGEMENT

- Heavy Civil Construction Management
- Building Construction Management
- Construction Cost Estimating
- Value Engineering
- Scheduling
- Financial Management
- Bidding and Award Services
- Contract Administration
- Construction Engineering & Inspection (CEI)
- Vibration Monitoring
- Special Inspections (Chapter 1 & 17)

Please let me know if we may be able to provide any additional services that may be required in the future. Should you have any questions or need any additional information, do not hesitate to contact me directly at 803.227.8558 (office) or 803.360.5685 (mobile).

Sincerely,



Matt Hines, PE
Engineering Manager
DENNIS CORPORATION

Item Number: 6.e
Meeting Date: 1/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Task Order #7 to Contract #17-078-DF, Local Funded Comprehensive Roadway Design & Engineering, IDIQ

CURRENT STATUS:

Dennis Corporation and Davis & Floyd were awarded Indefinite Delivery, Indefinite Quantity (IDIQ) contracts for Procurement #17-078, Local Funded Comprehensive Roadway Design & Engineering based on the County's procurement ordinance for architectural & engineering services. This is a requested task order under the awarded IDIQ agreement for roadway design and engineering services.

POINTS TO CONSIDER:

-) This project is related to the proposed paving of Ibis Ave., Navajo Trail, Arapaho Dr., and Simone Ct.
- 2) The proposed task order would cover engineering design, permitting, and construction inspection and administration.
- 3) Public Works received proposals from both of the County's qualified IDIQ roadway engineering contractors. Public Works received closely competitive proposals from Davis & Floyd and Dennis Corporation. Davis & Floyd's cost was \$240,496.00 and Dennis Corporation's cost was \$234,600 in total, a difference of \$5,896. While, Davis & Floyd's proposal was slightly higher, Public Works staff reviewed the proposals received and found Davis & Floyd to be the best proposal for this project due to Dennis Corporation's current and projected workload related to planned and potential connecting future projects. Dennis Corporation is currently being recommended for award of a different road project for the County at this same time.
- 4) Davis & Floyd has a history of successfully completed road engineering and construction projects for Georgetown County.

FINANCIAL IMPACT:

This project is fully funded in GL account number 066.906-50702.

OPTIONS:

- 1) Approve Task Order #7 to Davis & Floyd in the amount of \$240,496.00.
- 2) Deny the request.

STAFF RECOMMENDATIONS:

Public Works and Public Services recommends the award of Task Order #7 as listed as indicated by their signatures on the task order form and memorandum of recommendation that are attached herein.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Task Order #7 with Davis & Floyd Proposal	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▣ Proposal from Dennis Corporation	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 #
17-078-DF	7	0
Project #	GL Account	Purchase Order
Navajo Arapaho Simone Ibis	066-906-50702	2020-00000363
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$529,568.52	\$240,496.00	\$770,064.52

Administration Use ONLY		
	Signature	Date
Budget Verified:		1/22/20
Change Originator:	Stephen Williams	1/17/2020

Consultant Name:	Davis & Floyd, Inc.
Contract Title:	Local Funded Comprehensive Roadway & Engineering IDIQ
Task Order Name:	Design & CEI Services Ibis, Navajo, Arapaho, Simone
Scope of Work:	<p>DESIGN FEES: \$54,580 Navajo Arapaho Design - \$53,487 Ibis Ave Design - \$51,816 Simone CI Design</p> <p>\$136,600 SUBTOTAL DESIGN - non-discounted subtotal \$159,883 that was discounted by engineer</p> <p>CEI FEES: \$40,369 Navajo Arapaho Const. Inspection - \$40,369 Ibis Ave Const. Inspection - \$40,369 Simone CI Const. Inspection</p> <p>\$81,100 SUBTOTAL CEI - non-discounted subtotal \$121,107 that was discounted by engineer</p> <p>\$22,796 AS NEEDED ITEMS - discounted by the engineer</p> <p>\$240,496 TOTAL (Includes \$136,600 Design, \$81,100 CEI, \$22,796 as needed)</p>
List Authorized Sub-Consultants:	S&ME, Red Bay Environmental, Parker Land Surveying
Deliverables:	Construction plans, permitting, const. phase services to improve referenced unpaved roads to county standards
Justification for Change:	Acquisition of plans, permits, and construction phase services for the petitioned roadways
Start Date: NTP	Completion Date: 150 days from NTP

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

Georgetown County, SC Signatures: Ray C Funnye Public Services Director _____ John Thomas County Council Chair	Davis and Floyd, Inc. (DIGITAL- ATTACHED) (Signature) _____ Date _____ NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.
---	--

DAVIS & FLOYD

SINCE 1954

November 8, 2019

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for Three
Proposals: Ibis Avenue; Arapaho Drive and Navajo Trail; and Simone Court and
Royal Pines Drive

Dear Mr. Williams:

Davis & Floyd appreciates the opportunity to provide proposals to Georgetown County for three projects:

- Ibis Avenue
- Arapaho Drive and Navajo Trail
- Simone Court and Royal Pines Drive

We have visited and performed an initial assessment of each site. Based on this evaluation, we have prepared detailed scope and cost estimates for each project. Although each project has some unique characteristics, there are many opportunities for efficiencies in design and CEI that can be realized if these projects are designed and built at the same time. As a result, we propose to deliver all three projects as detailed below:

Davis & Floyd Design and CEI Services for all Three Projects	
Design Services	\$136,600
CEI Services	\$81,100

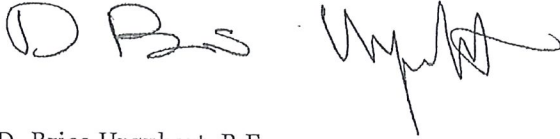
When compared to the individual proposals, these efficiencies are estimated to **save Georgetown County approximately 25%** over delivering each project separately. We appreciate the invitation to propose on these projects for Georgetown County and hope you consider combining these projects as recommended. Please let us know if you have any questions about what we have proposed today.

3229 W. Montague Avenue, North Charleston, SC 29418
o. (843) 554-8602 f. (843) 747-6485

WWW.DAVISFLOYD.COM

Sincerely,

DAVIS & FLOYD

A handwritten signature in black ink, appearing to read 'D Brice Urquhart', written over the company name.

D. Brice Urquhart, P.E.
Vice President

Enclosures: Ibis Avenue Proposal
Arapaho Drive and Navajo Trail Proposal
Simone Court and Royal Pines Drive Proposal

C: Lindsey Keziah, P.E.

DAVIS & FLOYD

SINCE 1954

November 8, 2019

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for Ibis Avenue.

Dear Mr. Williams:

Davis & Floyd is pleased to present a proposal for roadway design, permitting, and limited construction services on Ibis Avenue. This roadway will be designed to occupy the at minimum 50-foot right-of-way previously obtained by Georgetown County. A brief description of the project is provided below:

Ibis Avenue is approximately 0.44 miles long within the project beginning at the intersection of South Island Road.

Some unique challenges present with this road are:

- The intersection with South Island Road will need to be re-aligned.
- Several anticipated moving items.
- A portion of the roadway appears to outfall towards the SCDOT R/W.

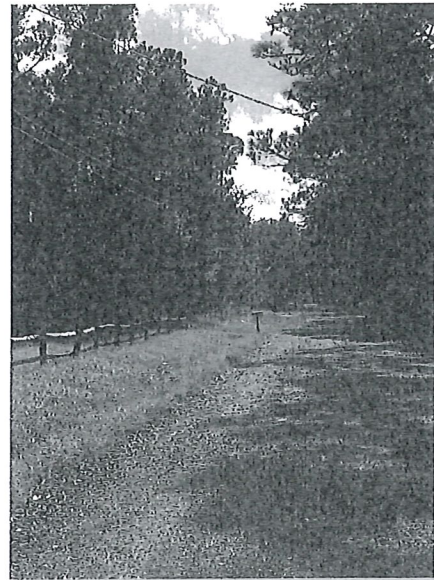
The effort on this project will be divided into six tasks as follows.

Task I – Survey (Not in Contract)

The survey will be provided by the County through their survey on-call contract with Parker Land Surveying.

Task II – Preliminary Design (60%)

Plan and profile sheets will be created at a 1" = 20' scale. The preliminary design plans will include survey base map including existing ditches and outfalls, centerline alignment,



Ibis Avenue

3229 W. Montague Avenue, North Charleston, SC 29418

o (843) 554-8602 f (843) 747-6485

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horizontal design showing proposed edge of pavement, and existing and preliminary proposed roadway profiles. The proposed profile will be developed to attempt to balance earthwork while maintaining positive drainage in the roadside ditches. The vertical scale on the profile will be 1" = 5'. A preliminary typical section will also be included in this submittal. The pavement section for these roadways will be 200#/SY of asphalt over 8" of GAB. Because this is an existing roadway and right-of-way will be limited to 50' in some areas, design criteria will be developed for this project similar to that found in the 3R section of the SCDOT Roadway Design Manual.

Existing and proposed cross sections will be created based on the profile. Several iterations may be required to generate the proposed cross sections. Once the first set of proposed cross sections has been created, the vertical profile will be manipulated to minimize cut and fills as well as to establish ditch grades. Because most of these roads have been in service a long time, typically a crust of well consolidated material has developed under the existing dirt/slag section. Where the existing roadway has a similar alignment, the profile will try to be set approximately 6" to 8" above the existing road surface to take advantage of these consolidated materials and minimize the mucking requirements to construct the roadway. Because the roadway will be moved to the center of the newly obtained right-of-way, this may not always be possible and some of the roadway will be mostly new construction.

A minimum of a 4' shoulder at 12:1 slope will be provided. Ditch front slopes will vary between 4:1 to 2:1 depending on the adjacent topography, number of driveways, and if slope permissions are available. While 2:1 slopes are not preferred, they may be required to stay within the existing right-of-way if slope permissions cannot be obtained. In order to increase the shoulder widths and use 4:1 front slopes on the ditches, some slope permissions or additional right-of-way may be recommended.

The intersection with South Island Road will need to be realigned to reduce the angle the roads meet at. This change will require several utility relocations, including fiber optic, power, and water.

We anticipate several moving items on the right side of the road where there are decorative fences and brick columns within the R/W. There are also some large trees in the R/W. If feasible, we will attempt to avoid impacting them.

The beginning of the project appears to be flowing towards the SCDOT R/W. In order to avoid increasing the peak flow heading towards their ditches, we may need to utilize special ditches or adjust the profile to channel flow away from South Island Road.

The outfall for this project appears to be down the private driveway beyond the end of the project. An easement may be required to ensure this outfall is adequate and ties in well with our design.

A contour map of the area will be created from County provided Lidar data. These contours will be used to discuss outfall locations during the Design Field Review (DFR) and will later be used to produce the drainage basin map contained in the SWPPP Report. It is assumed that outfalls exist that can drain the roadway. It is also assumed that ditches less than 0.5% slope can be used to obtain positive drainage in this area with well drained soils.

Once the preliminary plans are completed, we will hold a design field review meeting with the County to discuss the project referencing the preliminary design plans and streamline the design development process for preparing the 100% design submittals. Preliminary plan set will include a title sheet, typical section, plan and profile sheets, cross section sheets, and utility coordination sheet. A copy of the plans will also be delivered to the utility companies that might be affected by the project. Up to one meeting with the companies to discuss the project with the utility companies is included.

Task III - Construction Plans

The 60% plans will be refined based on the comments from the County and additional features will be designed. These features include, but are not limited to, erosion control features and drainage pipes with inverts.

Drainage calculations will be performed and output prepared in a format suitable for inclusion into the permit package. The final drainage design will be incorporated into the construction plans and the calculations associated with this design will be included in the SWPPP report for permitting purposes.

A detailed quantity take-off and cost estimate will be performed on the roadway. Special provisions or details will be developed as required. Standard details will also be referenced for inclusion into the plan set.

We will perform a QC/QA review of the plans and quantities prior to submittal to the County for bidding.

We will provide two full-size and two half-size plan sets as well as a bound PDF of the entire set. The construction plans will include the same sheets as the 60% plans plus general notes sheet, reference sheets, erosion control sheet, and detail sheets. We will provide the bid tab in PDF or Microsoft Excel format and technical specifications in Microsoft Word format. These will be combined with the County's standard "front end" procurement documents for the bid package. The County will handle bidding the project and documents will be provided for download on the Georgetown County web page. We will provide the County with CAD files.

Task IV – Permitting and Revisions

OCRM SWPPP, NOI, and CZC – We will prepare the SWPPP, NOI Application, and CZC checklists per OCRM requirements and submit them for the permits. Any permitting fees associated with OCRM will be the responsibility of the County. The SWPPP report will contain drainage basin maps and drainage calculations in the appendix.

We will prepare and submit a Georgetown County Stormwater permit package to the County stormwater office for review and approval. The direct expense of this task includes the estimated permit fee that will be required by Georgetown County Stormwater.

SCDOT – An encroachment permit will be required as this project ties to a SCDOT maintained roadway. Some items such as the pavement design will need to meet SCDOT standards while within their ROW.

A Jurisdictional Delineation and wetland survey will be performed to determine if there are any wetlands within the project area. If wetlands are found, then a Nationwide 14 permit will be required as detailed in Task VII.

Task V - Construction Engineering Support Services

The County will lead the project management for the project and we have included a budget to provide engineering support during the construction of the project. This support will include answering questions about the design and minor field changes, attending the preconstruction meeting, and attending the final inspection.

Tasks I through V – Design Services

Proposed fee for the project design and engineering support **Tasks I through V** is **\$53,487** and it will be billed on a percent complete basis for each of the five tasks included in the man-hour estimate.

Task VI – Construction Inspection Services

Task VI is inspection services and will be performed on an as-needed basis and billed hourly. A budget similar as what was proposed for previous USER Fee projects is included. Task VI will be billed on an hourly basis at our current rate table. The budget for this project will be **\$40,369**. This budget is based on a 12-month construction schedule with periodic visits from our inspection staff and Resident Construction Manager. It is assumed that the County will perform the bi-weekly or weekly erosion control inspections and fill out the erosion control reports; however, with advanced notice, our inspector can perform the report if the County inspector has a conflict or is unavailable for that week.

Task VII – As Needed Items

If wetlands are found within the project area in the JD, a Nationwide 14 permit will be obtained. To expedite the process (if required), permit drawings will be submitted with the JD package. It is currently assumed that a full Nationwide 14 permit will be required. If this permit is required, the estimated fee for Davis & Floyd and the environmental subconsultant is **\$5,426**.

It is currently assumed that geotechnical exploration and testing is not needed for this project. If it is determined that testing is necessary, the estimated fee for Davis & Floyd and the geotechnical subconsultant is **\$5,908**.

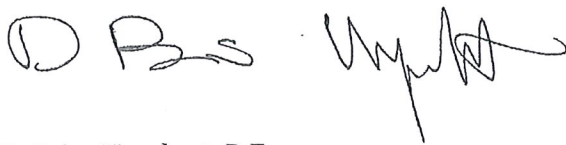
SUMMARY

Below is a summary of the estimated design and CEI required for this project if contingency items in Task VII are not required.

Davis & Floyd Design and CEI Services	
Design Services	\$53,487
CEI Services	\$40,369

We appreciate the invitation to propose on this design and CEI project. It is estimated that we can complete the plans and permit applications within 150 days from notice to proceed. Please let us know if you have any questions.

Sincerely,
DAVIS & FLOYD



D. Brice Urquhart, P.E.
Vice President

Enclosure: Fee Analysis Attachment A

C: Lindsey Keziah, P.E.

Fee Analysis Attachment A
Professional Engineering and Design
Ibis Avenue (0.44 Miles)
Engineering Paving Road Improvements to County Standards

Task	Item	Description	HOURS				
			Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
I		<u>Survey</u>					
		PROVIDED BY GEORGETOWN COUNTY					
		(If Additional is Required to be provided by PLS through the County)					
		Total Hours					
		Total Labor for Task I	\$0.00				
		Direct Costs Task I (travel, printing, etc.)					
		Total Cost for Task I	\$0.00				
II		<u>Preliminary Design 60% Plans</u>					
	a	Project Setup and Design Criteria	1	2	4		
	b	Site Visit & Survey Review		6		8	
	c	Horizontal Design & Plan Sheets		1	4	14	
	d	Existing Profiles & Preliminary Proposed Profile		2	4	10	
	e	Basins		1	2	8	
	f	Plan Production & Plotting	1		2	4	
	g	DFR Meeting with County Staff		6	6		
	h	Cross Sections - Including Ditch Grading		2	4	20	
	i	Plan Sets to Utility Companies & 1 Meeting		6		8	
	j	Preliminary Drainage Layout	1	2	6	12	
		Total Hours	3	28	32	84	0
		Total Labor for Task II	\$18,601.00				
		Direct Cost Task II (travel, printing, etc.)	\$450.00				
		Total Cost for Task II	\$19,051.00				
III		<u>Construction Plans 100%</u>					
	a	Refine Plans, Profiles & Cross Sections		2	8	16	
	b	Final Drainage Design		5	8	20	
	c	Construction Details		2		9	
	d	Quantities & Construction Estimates		2	4	12	
	e	Bid Documents & Specifications	1	2	6	6	2
	f	QA/QC Design Review, Sign, & Plotting	4	8	8		2
		Total Hours	5	21	34	63	4
		Total Labor for Task III	\$16,228.00				
		Direct Costs Task III (travel, printing, etc.)	\$350.00				
		Total Cost for Task III	\$16,578.00				

Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
IV		<u>Permitting and Revisions</u>					
	a	Jurisdictional Delineation Exhibits			2	4	
	b	Georgetown County Submittal & Exhibit Sheets		4	8	20	
	c	OCRM - SWPPP, CZC, & NOI		4	8	16	2
	d	SCDOT Encroachment Permit			2	4	
		Total Hours	0	8	20	44	2
		Total Labor for Task IV	\$8,840.00				
		Direct Costs Task V (printing, County fee, etc.)	\$ 800.00				
		Environmental Consultant JD & Wetland Survey	\$ 1,650.00				
		Total Subconsultant Cost - Task IV	\$ 1,650.00				
		Total Cost for Task IV	\$11,290.00				
V		<u>Construction Engineering Support (not inspection)</u>					
	a	Administration, Bid Review, & Precon Meeting		6	8		
	b	Engineer Site Visits (Up to 1) & Technical Support		8	12	8	2
		Total Hours	0	14	20	8	2
		Total Labor for Task V	\$6,068.00				
		Direct Costs Task V (travel, printing, etc.)	\$500.00				
		Total Cost for Task V	\$6,568.00				
		Total Labor for Project	\$49,737.00				
		Subconsultant Cost	\$1,650.00				
		Direct Costs (Travel, Printing, etc.)	\$2,100.00				
		Project Total	\$53,487.00				

			HOURS				
Task	Item	Description	Principal	Project Manager	Resident Construction Manager	Sr. Inspector	Clerical / Admin.
VI		<u>CEI Services</u>		12	48	183	18
		Total Hours	0	12	48	183	18
		Total Labor for Task VI	\$34,269.00				
		Direct Costs Task VII (travel, printing, etc.)	\$6,100.00				
		Total Cost for Task VI	\$40,369.00				

			HOURS				
Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
VII		<u>As Needed Items</u>					
	a	Nationwide Permit Coordination & Exhibits		4	2	12	
		Total Hours	0	4	2	12	0
		Total Labor for Task VII	\$2,206.00				
		Environmental Consultant - NW14	\$ 3,220.00				
		Subconsultant Cost	\$3,220.00				
		Total Cost for Task VII	\$5,426.00				
	b	Geotech Coordination		4	8		
		Total Hours	0	4	8	0	0
		Total Labor for Task VII	\$1,768.00				
		Geotech Consultant	\$ 4,140.00				
		Subconsultant Cost	\$4,140.00				
		Total Cost for Task VII	\$5,908.00				

DAVIS & FLOYD

SINCE 1954

November 8, 2019

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for
Arapaho Drive and Navajo Trail.

Dear Mr. Williams:

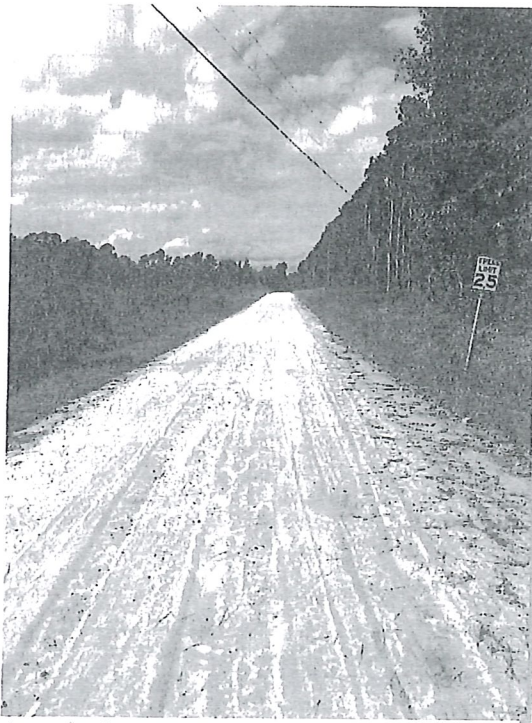
Davis & Floyd is pleased to present a proposal for roadway design, permitting, and limited construction services on Arapaho Drive and Navajo Trail. These roadways will be designed to occupy the 50- to 66-foot right-of-way previously obtained by Georgetown County. A brief description of project is provided below:

Arapaho Drive is approximately 0.28 miles long within the project area from Amos Road to Navajo Trail.

Navajo Trail is approximately 0.13 miles long and its project area begins at the end of Arapaho Drive at the bend in the road.

Some unique challenges present with these roads are:

- The tight bend between Arapaho Drive and Navajo Trail.
- The narrow R/W along Navajo Trail.
- The topography in the area of the outfall on Navajo Trail.
- The lack of adequate R/W for the 'hammerhead' turnaround at the end of the project.
- There is a large change in elevation from the beginning of Navajo Trail to the project outfall.



Arapaho Drive

3229 W. Montague Avenue, North Charleston, SC 29418

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The effort on this project is divided into six tasks as follows.

Task I – Survey (Not in Contract)

The survey will be provided by the County through their survey on-call contract with Parker Land Surveying.

Task II – Preliminary Design (60%)

Plan and profile sheets will be created at a 1" = 20' scale. The preliminary design plans will include survey base map including existing ditches and outfalls, centerline alignment, horizontal design showing proposed edge of pavement, and existing and preliminary proposed roadway profiles. The proposed profile will be developed to attempt to balance earthwork while maintaining positive drainage in the roadside ditches. The vertical scale on the profile will be 1" = 5'. A preliminary typical section will also be included in this submittal. The pavement section for these roadways will be 200#/SY of asphalt over 8" of GAB. Because this is an existing roadway and right-of-way will be limited to 50' (for Navajo Trail), design criteria will be developed for this project similar to that found in the 3R section of the SCDOT Roadway Design Manual.

Existing and proposed cross sections will be created based on the profile. Several iterations may be required to generate the proposed cross sections. Once the first set of proposed cross sections has been created, the vertical profile will be manipulated to minimize cut and fills as well as to establish ditch grades. Because most of these roads have been in service a long time, typically a crust of well consolidated material has developed under the existing dirt/slag section. Where the existing roadway has a similar alignment, the profile will try to be set approximately 6" to 8" above the existing road surface to take advantage of these consolidated materials and minimize the mucking requirements to construct the roadway. Because the roadway will be moved to the center of the newly obtained right-of-way, this may not always be possible and some of the roadway will be mostly new construction.

A minimum of a 4' shoulder at 12:1 slope will be provided. Ditch front slopes will vary between 4:1 to 2:1 depending on the adjacent topography, number of driveways, and if slope permissions are available. While 2:1 slopes are not preferred, they may be required to stay within the existing right-of-way if slope permissions cannot be obtained. In order to increase the shoulder widths and use 4:1 front slopes on the ditches, some slope permissions or additional right-of-way may be recommended.

Drainage areas will be analyzed and a plan on how to drain the road will be developed. Preliminary drainage features will be added to the plans and the hydrology of basins draining to the road will be calculated.

There is limited right-of-way for a free-flowing curve at the bend between Arapaho Drive and Navajo Trail. Because of this limitation, we propose that this curve be developed into a 2-way stop controlled intersection at a 90° angle.

We also anticipate requiring slope and drainage permissions for the properties along Navajo Trail due to the tight R/W, existing roadway deviating from the center of the R/W, and the location of and large elevation change at the crossline pipe under Navajo Trail.

The work near the crossline under Navajo Trail will require significant muck and fill and would likely require input from a geotechnical engineer which can be provided as needed as detailed in Task VII.

The R/W acquisition shown by the county for the 'hammerhead' turnaround would be inadequate for a firetruck turnaround per FHWA standards. We anticipate needing more R/W unless the county prefers different standards for the turnaround.

Due to the significant amount of elevation change from the beginning of Navajo Trail to the project outfall, additional erosion control measures will be needed to stabilize the roadside ditches along Navajo.

A contour map of the area will be created from County provided Lidar data. These contours will be used to discuss outfall locations during the Design Field Review (DFR) and will later be used to produce the drainage basin map contained in the SWPPP Report. It is assumed that outfalls exist that can drain the roadway. It is also assumed that ditches less than 0.5% slope can be used to obtain positive drainage in this area with well drained soils.

Once the preliminary plans are completed, we will hold a design field review meeting with the County to discuss the project referencing the preliminary design plans and streamline the design development process for preparing the 100% design submittals. Preliminary plan set will include a title sheet, typical section, plan and profile sheets, cross section sheets, and utility coordination sheet. A copy of the plans will also be delivered to the utility companies that might be affected by the project. Up to one meeting with the companies to discuss the project with the utility companies is included.

Task III - Construction Plans

The 60% plans will be refined based on the comments from the County and additional features will be designed. These features include, but are not limited to, erosion control features and drainage pipes with inverts.

Drainage calculations will be performed and output prepared in a format suitable for inclusion into the permit package. The final drainage design will be incorporated into the

construction plans and the calculations associated with this design will be included in the SWPPP report for permitting purposes.

A detailed quantity take-off and cost estimate will be performed on the roadway. Special provisions or details will be developed as required. Standard details will also be referenced for inclusion into the plan set.

We will perform a QC/QA review of the plans and quantities prior to submittal to the County for bidding.

We will provide two full-size and two half-size plan sets as well as a bound PDF of the entire set. The construction plans will include the same sheets as the 60% plans plus general notes sheet, reference sheets, erosion control sheet, and detail sheets. We will provide the bid tab in PDF or Microsoft Excel format and technical specifications in Microsoft Word format. These will be combined with the County's standard "front end" procurement documents for the bid package. The County will handle bidding the project and documents will be provided for download on the Georgetown County web page. We will provide the County with CAD files.

Task IV – Permitting and Revisions

OCRM SWPPP, NOI, and CZC – We will prepare the SWPPP, NOI Application, and CZC checklists per OCRM requirements and submit them for the permits. Any permitting fees associated with OCRM will be the responsibility of the County. The SWPPP report will contain drainage basin maps and drainage calculations in the appendix.

We will prepare and submit a Georgetown County Stormwater permit package to the County stormwater office for review and approval. The direct expense of this task includes the estimated permit fee that will be required by Georgetown County Stormwater.

A Jurisdictional Delineation and wetland survey will be performed to determine if there are any wetlands within the project area. If wetlands are found, then a Nationwide 14 permit will be required as detailed in Task VII.

Task V - Construction Engineering Support Services

The County will lead the project management for the project and we have included a budget to provide engineering support during the construction of the project. This support will include answering questions about the design and minor field changes, attending the preconstruction meeting, and attending the final inspection.

Tasks I through V – Design Services

Proposed fees for the project design and engineering support **Tasks I through V** is **\$54,580** and it will be billed on a percent complete basis for each of the five tasks included in the man-hour estimate.

Task VI – Construction Inspection Services

Task VI is inspection services and will be performed on an as-needed basis and billed hourly. A budget similar as what was proposed for previous USER Fee projects is included. Task VI will be billed on an hourly basis at our current rate table. The budget for this project will be **\$40,369**. This budget is based on a 12-month construction schedule with periodic visits from our inspection staff and Resident Construction Manager. It is assumed that the County will perform the bi-weekly or weekly erosion control inspections and fill out the erosion control reports; however, with advanced notice, our inspector can perform the report if the County inspector has a conflict or is unavailable for that week.

Task VII –As Needed Items

If wetlands are found within the project area in the JD, a Nationwide 14 permit will be obtained. To expedite the process (if required), permit drawings will be submitted with the JD package. It is currently assumed that a full Nationwide 14 permit will be required. If this permit is required, the estimated fee for Davis & Floyd and the environmental subconsultant is **\$5,426**.

It is currently assumed that geotechnical exploration and testing is not needed for this project. If it is determined that testing is necessary, the estimated fee for Davis & Floyd and the geotechnical subconsultant is **\$6,368**.

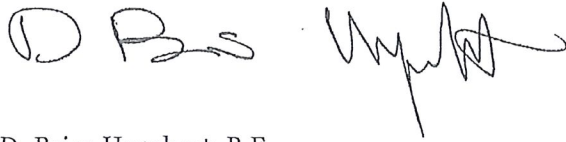
SUMMARY

Below is a summary of the estimated design and CEI required for this project if contingency items in Task VII are not required.

Davis & Floyd Design and CEI Services	
Design Services	\$54,580
CEI Services	\$40,369

We appreciate the invitation to propose on this design and CEI project. It is estimated that we can complete the plans and permit applications within 150 days from notice to proceed. Please let us know if you have any questions.

Sincerely,
DAVIS & FLOYD

A handwritten signature in black ink, appearing to read "D Brice Urquhart". The signature is written in a cursive, flowing style.

D. Brice Urquhart, P.E.
Vice President

Enclosure: Fee Analysis Attachment A

C: Lindsey Keziah, P.E.

Fee Analysis Attachment A
Professional Engineering and Design
Arapaho Drive and Navajo Trail (0.41 Miles)
Engineering Paving Road Improvements to County Standards

Task	Item	Description	HOURS				
			Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
I		<u>Survey</u>					
		PROVIDED BY GEORGETOWN COUNTY					
		(If Additional is Required to be provided by PLS through the County)					
		Total Hours					
		Total Labor for Task I	\$0.00				
		Direct Costs Task I (travel, printing, etc.)					
		Total Cost for Task I	\$0.00				
II		<u>Preliminary Design 60% Plans</u>					
	a	Project Setup and Design Criteria	1	2	4		
	b	Site Visit & Survey Review		6		8	
	c	Horizontal Design & Plan Sheets		1	4	14	
	d	Existing Profiles & Preliminary Proposed Profile		2	4	10	
	e	Process Lidar Contours & Offsite Basins, Delineate Basins		1	2	8	
	f	Plan Production & Plotting	1		2	4	
	g	DFR Meeting with County Staff		6	6		
	h	Cross Sections - Including Ditch Grading		2	4	20	
	i	Plan Sets to Utility Companies & 1 Meeting		6		8	
	j	Preliminary Drainage Layout	1	2	6	12	
	k	Develop Erosion Control Measures	1	1	2	4	
		Total Hours	4	29	34	88	0
		Total Labor for Task II	\$19,694.00				
		Direct Cost Task II (travel, printing, etc.)	\$450.00				
		Total Cost for Task II	\$20,144.00				
III		<u>Construction Plans 100%</u>					
	a	Refine Plans, Profiles & Cross Sections		2	8	16	
	b	Final Drainage Design		5	8	20	
	c	Construction Details		2		9	
	d	Quantities & Construction Estimates		2	4	12	
	e	Bid Documents & Specifications	1	2	6	6	2
	f	QA/QC Design Review, Sign, & Plotting	4	8	8		2
		Total Hours	5	21	34	63	4
		Total Labor for Task III	\$16,228.00				
		Direct Costs Task III (travel, printing, etc.)	\$350.00				
		Total Cost for Task III	\$16,578.00				
IV		<u>Permitting and Revisions</u>					
	a	Jurisdictional Delineation Exhibits			2	4	
	b	Georgetown County Submittal & Exhibit Sheets		4	8	20	
	c	OCRM - SWPPP, CZC, & NOI		4	8	16	2
	d	SCDOT Encroachment Permit			2	4	
		Total Hours	0	8	20	44	2
		Total Labor for Task IV	\$8,840.00				
		Direct Costs Task V (printing, County fee, etc.)	\$ 800.00				
		Environmental Consultant JD & Wetland Survey	\$ 1,650.00				

Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
		Total Subconsultant Cost - Task IV	\$ 1,650.00				
		Total Cost for Task IV	\$11,290.00				
V		Construction Engineering Support (not inspection)					
	a	Administration, Bid Review, & Precon Meeting		6	8		
	b	Engineer Site Visits (Up to 1) & Technical Support		8	12	8	2
		Total Hours	0	14	20	8	2
		Total Labor for Task V	\$6,068.00				
		Direct Costs Task V (travel, printing, etc.)	\$500.00				
		Total Cost for Task V	\$6,568.00				
		Total Labor for Project Design	\$50,830.00				
		Subconsultant Cost	\$1,650.00				
		Direct Costs (Travel, Printing, etc.)	\$2,100.00				
		Project Total		\$54,580.00			

			HOURS				
Task	Item	Description	Principal	Project Manager	Resident Construction Manager	Sr. Inspector	Clerical / Admin.
VI		CEI Services		12	48	183	18
		Total Hours	0	12	48	183	18
		Total Labor for Task VI	\$34,269.00				
		Direct Costs Task VII (travel, printing, etc.)	\$6,100.00				
		Total Cost for Task VI	\$40,369.00				

			HOURS				
Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
VII		<u>As Needed Items</u>					
	a	Nationwide Permit Coordination & Exhibits		4	2	12	
		Total Hours	0	4	2	12	0
		Total Labor for Task VII	\$2,206.00				
		Environmental Consultant - NW14	\$ 3,220.00				
		Subconsultant Cost	\$3,220.00				
		Total Cost for Task VII	\$5,426.00				
	b	Geotech Coordination		4	8		
		Total Hours	0	4	8	0	0
		Total Labor for Task VII	\$1,768.00				
		Geotech Consultant	\$ 4,600.00				
		Subconsultant Cost	\$4,600.00				
		Total Cost for Task VII	\$6,368.00				

DAVIS & FLOYD

SINCE 1954

November 8, 2019

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for Royal Pines Drive and Simone Court.

Dear Mr. Williams:

Davis & Floyd is pleased to present a proposal for roadway design, permitting, and limited construction services on Royal Pines Drive and Simone Court. These roadways will be designed to occupy the 50-foot right-of-way previously obtained by Georgetown County. A brief description of each road is provided below:

Simone Court is approximately 0.20 miles long within the project area from Powell Road to Royal Pines Drive.

Royal Pines Drive is approximately 0.07 miles long within the project area from Powell Road to Simone Court.

Some unique challenges present with these roads are:

- Permissions may be required in curves due to narrow R/W.
- The roadway appears to drain towards the SCDOT R/W.

The effort on this project is divided into six tasks as follows.



Simone Court

3229 W. Montague Avenue, North Charleston, SC 29418

o. (843) 554-8602 f (843) 747-6485

WWW.DAVISFLOYD.COM

Task I – Survey (Not in Contract)

The survey will be provided by the County through their survey on-call contract with Parker Land Surveying.

Task II – Preliminary Design (60%)

Plan and profile sheets will be created at a 1" = 20' scale. The preliminary design plans will include survey base map including existing ditches and outfalls, centerline alignment, horizontal design showing proposed edge of pavement, and existing and preliminary proposed roadway profiles. The proposed profile will be developed to attempt to balance earthwork while maintaining positive drainage in the roadside ditches. The vertical scale on the profile will be 1" = 5'. A preliminary typical section will also be included in this submittal. The pavement section for these roadways will be 200#/SY of asphalt over 8" of GAB. Because this is an existing roadway and right-of-way will be limited to 50', design criteria will be developed for this project similar to that found in the 3R section of the SCDOT Roadway Design Manual.

Existing and proposed cross sections will be created based on the profile. Several iterations may be required to generate the proposed cross sections. Once the first set of proposed cross sections has been created, the vertical profile will be manipulated to minimize cut and fills as well as to establish ditch grades. Because most of these roads have been in service a long time, typically a crust of well consolidated material has developed under the existing dirt/slag section. Where the existing roadway has a similar alignment, the profile will try to be set approximately 6" to 8" above the existing road surface to take advantage of these consolidated materials and minimize the mucking requirements to construct the roadway. Because the roadway will be moved to the center of the newly obtained right-of-way, this may not always be possible and some of the roadway will be mostly new construction.

A minimum of a 4' shoulder at 12:1 slope will be provided. Ditch front slopes will vary between 4:1 to 2:1 depending on the adjacent topography, number of driveways, and if slope permissions are available. While 2:1 slopes are not preferred, they may be required to stay within the existing right-of-way if slope permissions cannot be obtained. In order to increase the shoulder widths and use 4:1 front slopes on the ditches, some slope permissions or additional right-of-way may be recommended.

There may be difficulties keeping the design within the R/W at the curves. In these areas, slope permissions may be required.

The roadway appears to be draining entirely to the SCDOT roadway. The SCDOT does not allow any increase in flow to their R/W. In order to avoid this, a drainage control structure may need to be constructed at the project outfall. Flat bottom ditches will likely need to be

incorporated leading to the structure to add storage to the system. These ditches will likely require permissions for the adjacent properties.

A contour map of the area will be created from County provided Lidar data. These contours will be used to discuss outfall locations during the Design Field Review (DFR) and will later be used to produce the drainage basin map contained in the SWPPP Report. It is assumed that outfalls exist that can drain the roadway. It is also assumed that ditches less than 0.5% slope can be used to obtain positive drainage in this area with well drained soils.

Once we complete the preliminary plans, we will hold a design field review meeting with the County to discuss the project referencing the preliminary design plans and streamline the design development process for preparing the 100% design submittals. Preliminary plan set will include a title sheet, typical section, plan and profile sheets, cross section sheets, and utility coordination sheet. A copy of the plans will also be delivered to the utility companies that might be affected by the project. Up to one meeting with the companies to discuss the project with the utility companies is included.

Task III - Construction Plans

The 60% plans will be refined based on the comments from the County and additional features will be designed. These features include, but are not limited to, erosion control features and drainage pipes with inverts.

Drainage calculations will be performed and output prepared in a format suitable for inclusion into the permit package. The final drainage design will be incorporated into the construction plans and the calculations associated with this design will be included in the SWPPP report for permitting purposes.

A detailed quantity take-off and cost estimate will be performed on the roadway. Special provisions or details will be developed as required. Standard details will also be referenced for inclusion into the plan set.

We will perform a QC/QA review of the plans and quantities prior to submittal to the County for bidding.

We will provide two full-size and two half-size plan sets as well as a bound PDF of the entire set. The construction plans will include the same sheets as the 60% plans plus general notes sheet, reference sheets, erosion control sheet, and detail sheets. We will provide the bid tab in PDF or Microsoft Excel format and technical specifications in Microsoft Word format. These will be combined with the County's standard "front end" procurement documents for the bid package. The County will handle bidding the project and documents will be provided

for download on the Georgetown County web page. We will provide the County with CAD files.

Task IV – Permitting and Revisions

OCRM SWPPP, NOI, and CZC – We will prepare the SWPPP, NOI Application, and CZC checklists per OCRM requirements and submit them for the permits. Any permitting fees associated with OCRM will be the responsibility of the County. The SWPPP report will contain drainage basin maps and drainage calculations in the appendix.

We will prepare and submit a Georgetown County Stormwater permit package to the County stormwater office for review and approval. The direct expense of this task includes the estimated permit fee that will be required by Georgetown County Stormwater.

SCDOT – An encroachment permit will be required as this project ties to a SCDOT maintained roadway. Some items such as the pavement design will need to meet SCDOT standards while within their ROW.

A Jurisdictional Delineation and wetland survey will be performed to determine if there are any wetlands within the project area. If wetlands are found, then a Nationwide 14 permit will be required as detailed in Task VII.

Task V - Construction Engineering Support Services

The County will lead the project management for the project and we have included a budget to provide engineering support during the construction of the project. This support will include answering questions about the design and minor field changes, attending the preconstruction meeting, and attending the final inspection.

Tasks I through V – Design Services

Proposed fee for the project design and engineering support **Tasks I through V** is **\$51,816** and it will be billed on a percent complete basis for each of the five tasks included in the man-hour estimate.

Task VI – Construction Inspection Services

Task VI is inspection services and will be performed on an as needed basis and billed hourly. A budget similar as what was proposed for previous USER Fee projects is included. Task VI will be billed on an hourly basis at our current rate table. The budget for this project will be **\$40,369**. This budget is based on a 12-month construction schedule with periodic visits from our inspection staff and Resident Construction Manager. It is assumed that the County will perform the bi-weekly or weekly erosion control inspections and fill out the

erosion control reports; however, with advanced notice, our inspector can perform the report if the County inspector has a conflict or is unavailable for that week.

Task VII – As Needed Items

If wetlands are found within the project area in the JD, a Nationwide 14 permit will be obtained. To expedite the process (if required), permit drawings will be submitted with the JD package. It is currently assumed that a full Nationwide 14 permit will be required. If this permit is required, the estimated fee for Davis & Floyd and the environmental subconsultant is **\$5,426**.

It is currently assumed that geotechnical exploration and testing is not needed for this project. If it is determined that testing is necessary, the estimated fee for Davis & Floyd and the geotechnical subconsultant is **\$6,368**.

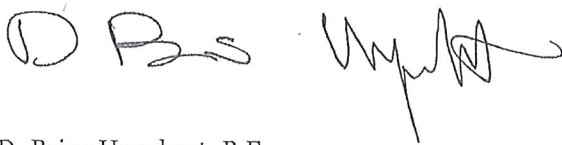
SUMMARY

Below is a summary of the estimated design and CEI required for this project if contingency items in Task VII are not required.

Davis & Floyd Design and CEI Services	
Design Services	\$51,816
CEI Services	\$40,369

We appreciate the invitation to propose on this design and CEI project. It is estimated that we can complete the plans and permit applications within 150 days from notice to proceed. Please let us know if you have any questions.

Sincerely,
DAVIS & FLOYD

A handwritten signature in black ink, appearing to read 'D Brice Urquhart', is written over the printed name.

D. Brice Urquhart, P.E.
Vice President

Enclosure: Fee Analysis Attachment A

C: Lindsey Keziah, P.E.

Fee Analysis Attachment A
Professional Engineering and Design
Royal Pines Drive and Simone Court (0.27 Miles)
Engineering Paving Road Improvements to County Standards

Task	Item	Description	HOURS				
			Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
I		Survey					
		PROVIDED BY GEORGETOWN COUNTY					
		(If Additional is Required to be provided by PLS through the County)					
		Total Hours					
		Total Labor for Task I	\$0.00				
		Direct Costs Task I (travel, printing, etc.)					
		Total Cost for Task I	\$0.00				
II		Preliminary Design 60% Plans					
	a	Project Setup and Design Criteria	1	2	4		
	b	Site Visit & Survey Review		6		8	
	c	Horizontal Design & Plan Sheets		1	4	8	
	d	Existing Profiles & Preliminary Proposed Profile		2	4	6	
	e	Process Lidar Contours & Offsite Basins, Delineate Basins		1	2	6	
	f	Plan Production & Plotting	1		2	4	
	g	DFR Meeting with County Staff		6	6		
	h	Cross Sections - Including Ditch Grading		1	4	14	
	i	Plan Sets to Utility Companies & 1 Meeting		6		8	
	j	Preliminary Drainage Layout	1	1	4	10	
	k	Develop Outfall Control Structures and Ditches	1	2	6	14	
		Total Hours	4	28	36	78	0
		Total Labor for Task II	\$18,750.00				
		Direct Cost Task II (travel, printing, etc.)	\$450.00				
		Total Cost for Task II	\$19,200.00				
III		Construction Plans 100%					
	a	Refine Plans, Profiles & Cross Sections		2	6	12	
	b	Final Drainage Design		4	6	16	
	c	Construction Details		2		9	
	d	Quantities & Construction Estimates		2	2	10	
	e	Bid Documents & Specifications	1	2	6	6	2
	f	QA/QC Design Review, Sign, & Plotting	4	8	8		2
		Total Hours	5	20	28	53	4
		Total Labor for Task III	\$14,188.00				
		Direct Costs Task III (travel, printing, etc.)	\$350.00				
		Total Cost for Task III	\$14,538.00				
IV		Permitting and Revisions					
	a	Jurisdictional Delineation Exhibits			2	4	
	b	Georgetown County Submittal & Exhibit Sheets		4	8	20	
	c	OCRM - SWPPP, CZC, & NOI		4	8	16	2
	d	SCDOT Encroachment Permit			2	4	
		Total Hours	0	8	20	44	2
		Total Labor for Task IV	\$8,840.00				
		Direct Costs Task V (printing, County fee, etc.)	\$ 800.00				
		Environmental Consultant JD & Wetland Survey	\$ 1,870.00				

Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
		Total Subconsultant Cost - Task IV	\$ 1,870.00				
		Total Cost for Task IV	\$11,510.00				
V		Construction Engineering Support (not inspection)					
	a	Administration, Bid Review, & Precon Meeting		6	8		
	b	Engineer Site Visits (Up to 1) & Technical Support		8	12	8	2
		Total Hours	0	14	20	8	2
		Total Labor for Task V	\$6,068.00				
		Direct Costs Task V (travel, printing, etc.)	\$500.00				
		Total Cost for Task V	\$6,568.00				
		Total Labor for Project	\$47,846.00				
		Subconsultant Cost	\$1,870.00				
		Direct Costs (Travel, Printing, etc.)	\$2,100.00				
		Project Total	\$51,816.00				

			HOURS				
Task	Item	Description	Principal	Project Manager	Resident Construction Manager	Sr. Inspector	Clerical / Admin.
VI		CEI Services		12	48	183	18
		Total Hours	0	12	48	183	18
		Total Labor for Task VI	\$34,269.00				
		Direct Costs Task VII (travel, printing, etc.)	\$6,100.00				
		Total Cost for Task VI	\$40,369.00				

			HOURS				
Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
			\$ 231	\$ 168	\$ 137	\$ 105	\$ 68
VII		As Needed Items					
	a	Nationwide Permit Coordination & Exhibits		4	2	12	
		Total Hours	0	4	2	12	0
		Total Labor for Task VII	\$2,206.00				
		Environmental Consultant - NW14	\$ 3,220.00				
		Subconsultant Cost	\$3,220.00				
		Total Cost for Task VII	\$5,426.00				
	b	Geotech Coordination		4	8		
		Total Hours	0	4	8	0	0
		Total Labor for Task VII	\$1,768.00				
		Geotech Consultant	\$ 4,600.00				
		Subconsultant Cost	\$4,600.00				
		Total Cost for Task VII	\$6,368.00				

Janet Combs

From: Stephen Williams
Sent: Friday, January 17, 2020 12:42 PM
To: Janet Combs; Ray C. Funnye
Cc: Kevin Stimpson
Subject: RE: Road User Fee Request for Proposal - Simone Court & Royal Pines Dr portion
Attachments: 2019.1213.DENNIS_Proposal Corner Loop Design Construction Phase Services.pdf; 2019.1108.DF_Simone Ibis Arapaho Navah Proposals.pdf; RE: Road User Fee Request for Proposal - Simone Court & Royal Pines Dr portion

Janet as requested both proposals are attached. Also attached is the email from Davis & Floyd responding to my RFI. I've attached it because the "as-needed" items I've included in the task order weren't part of their proposal's total value expressed on the first page of their cover letter. My email sought clarification on the rate of discount applied to those services, which D&F provided (conveniently called out below)

The total for your proposal is \$217,700. However there is an additional \$34,922 in as needed line items. Were these included in the 217,700 to
RESPONSE: The "as needed" items are not included in the \$217,700.

It has been my experience that these are almost always needed. Our most recent experience with Rufus, Grissett, Lawhorn, Ethel at a minin places a premium on the need for geotechnical work.

Please let us know if these are not included whether \$4,922 is at a 25% discount or whether it would be applied to that number;

RESPONSE: We agree that these services are usually needed, but these services did not appear to be required in the previous proposal award offered them as optional. The \$34,922 includes Geotech (\$18,644) and additional environmental effort (\$9,827). Performing each of these for projects will offer efficiency. For Geotech, the cost will be reduced from \$18,644 to \$9,827 and the environmental from \$16,278 to \$12,969. Therefore, reducing \$34,922 to \$22,795 ← As needed items discounted rate

Cheers,

Stephen Williams M.S., GISP
Public Works Manager/GIS Specialist
Georgetown County Public Works
2236 Browns Ferry Road, Georgetown, SC 29440
(843) 545.3438 (o) - (843) 545-3486 (f)
swilliams@gtcounty.org

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From: Stephen Williams
Sent: Friday, January 17, 2020 10:46 AM
To: Janet Combs; Ray C. Funnye
Cc: Sharon Moultrie
Subject: RE: Road User Fee Request for Proposal - Simone Court & Royal Pines Dr portion

Revised TOs with the PO numbers included

Cheers,

Stephen Williams M.S., GISP
Public Works Manager/GIS Specialist
Georgetown County Public Works
2236 Browns Ferry Road, Georgetown, SC 29440
(843) 545.3438 (o) - (843) 545-3486 (f)
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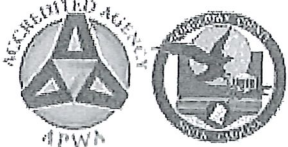
From: Stephen Williams
Sent: Tuesday, January 14, 2020 3:06 PM
To: Janet Combs; Ray C. Funnye
Cc: Sharon Moultrie
Subject: RE: Road User Fee Request for Proposal - Simone Court & Royal Pines Dr portion

Sharon is setting up POs which you should be receiving soon

Cheers,

Stephen Williams M.S., GISP
Public Works Manager/GIS Specialist
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Georgetown County
Department of Public
Services
Phone: (843) 545-3325

Memorandum

To: Nancy Silver

From: Ray C. Funnye

Date: January 6, 2020

A handwritten signature in blue ink, appearing to read "Ray C. Funnye", written over the "From" and "Date" lines.

Re: Recommendation: 17-078 LOCAL FUNDED Comprehensive Roadway Design & Engineering IDIQ – Ibis Ave, Navajo Trail, Arapaho Dr, and Simone Ct

In late November 2019 Georgetown County Department of Public Works solicited proposals through existing contract 17-078 LOCAL FUNDED Comprehensive Roadway Design & Engineering IDIQ for the design and construction of Ibis Ave, Navajo Trail, Arapaho Dr, and Simone Ct.

The scope of work is outlined in the attached proposal and includes engineering design, permitting, and construction inspection and administration. Public Works received closely competitive proposals from Davis and Floyd and Dennis Corporation.

We thoroughly reviewed these proposals and found Davis and Floyd to be fully capable of carrying out the services requested. Davis and Floyd has successfully completed previous road engineering and construction projects for Georgetown County.

Based on the aforementioned, I hereby recommend 17-078-DF TO#6 for roadway design, engineering, and construction phase services for Ibis Ave, Navajo Trail, Arapaho Dr, and Simone Ct be awarded to Davis and Floyd in the amount of \$240,496.

DAVIS & FLOYD

SINCE 1954

November 8, 2019

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for Three
Proposals: Ibis Avenue; Arapaho Drive and Navajo Trail; and Simone Court and
Royal Pines Drive

Dear Mr. Williams:

Davis & Floyd appreciates the opportunity to provide proposals to Georgetown County for
three projects:

- Ibis Avenue
- Arapaho Drive and Navajo Trail
- Simone Court and Royal Pines Drive

We have visited and performed an initial assessment of each site. Based on this evaluation,
we have prepared detailed scope and cost estimates for each project. Although each project
has some unique characteristics, there are many opportunities for efficiencies in design and
CEI that can be realized if these projects are designed and built at the same time. As a
result, we propose to deliver all three projects as detailed below:

Davis & Floyd Design and CEI Services for all Three Projects	
Design Services	\$136,600
CEI Services	\$81,100

When compared to the individual proposals, these efficiencies are estimated to **save**
Georgetown County approximately 25% over delivering each project separately. We
appreciate the invitation to propose on these projects for Georgetown County and hope you
consider combining these projects as recommended. Please let us know if you have any
questions about what we have proposed today.

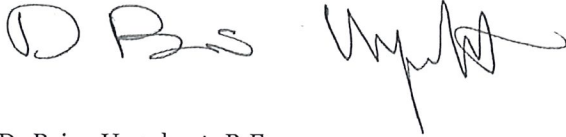
3229 W. Montague Avenue, North Charleston, SC 29418

o (843) 554-8602 f (843) 747-6485

WWW.DAVISFLOYD.COM

Sincerely,

DAVIS & FLOYD

A handwritten signature in black ink, appearing to read 'D Brice Urquhart', written in a cursive style.

D. Brice Urquhart, P.E.
Vice President

Enclosures: Ibis Avenue Proposal
Arapaho Drive and Navajo Trail Proposal
Simone Court and Royal Pines Drive Proposal

C: Lindsey Keziah, P.E.

DAVIS & FLOYD

SINCE 1954

November 8, 2019

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for Ibis Avenue.

Dear Mr. Williams:

Davis & Floyd is pleased to present a proposal for roadway design, permitting, and limited construction services on Ibis Avenue. This roadway will be designed to occupy the at minimum 50-foot right-of-way previously obtained by Georgetown County. A brief description of the project is provided below:

Ibis Avenue is approximately 0.44 miles long within the project beginning at the intersection of South Island Road.

Some unique challenges present with this road are:

- The intersection with South Island Road will need to be re-aligned.
- Several anticipated moving items.
- A portion of the roadway appears to outfall towards the SCDOT R/W.

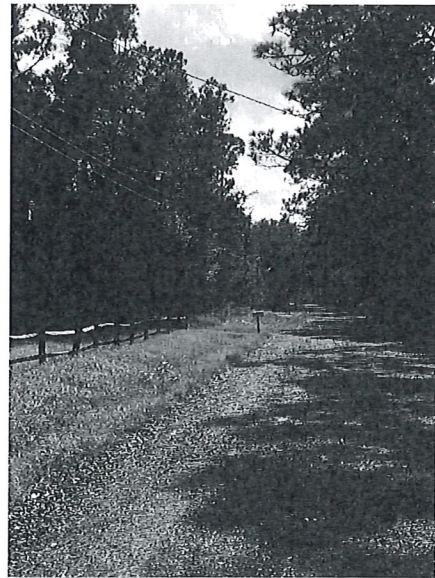
The effort on this project will be divided into six tasks as follows.

Task I – Survey (Not in Contract)

The survey will be provided by the County though their survey on-call contract with Parker Land Surveying.

Task II – Preliminary Design (60%)

Plan and profile sheets will be created at a 1" = 20' scale. The preliminary design plans will include survey base map including existing ditches and outfalls, centerline alignment,



Ibis Avenue

3229 W. Montague Avenue, North Charleston, SC 29418

o. (843) 554-8602 f. (843) 747-6185

WWW.DAVISFLOYD.COM

horizontal design showing proposed edge of pavement, and existing and preliminary proposed roadway profiles. The proposed profile will be developed to attempt to balance earthwork while maintaining positive drainage in the roadside ditches. The vertical scale on the profile will be 1" = 5'. A preliminary typical section will also be included in this submittal. The pavement section for these roadways will be 200#/SY of asphalt over 8" of GAB. Because this is an existing roadway and right-of-way will be limited to 50' in some areas, design criteria will be developed for this project similar to that found in the 3R section of the SCDOT Roadway Design Manual.

Existing and proposed cross sections will be created based on the profile. Several iterations may be required to generate the proposed cross sections. Once the first set of proposed cross sections has been created, the vertical profile will be manipulated to minimize cut and fills as well as to establish ditch grades. Because most of these roads have been in service a long time, typically a crust of well consolidated material has developed under the existing dirt/slag section. Where the existing roadway has a similar alignment, the profile will try to be set approximately 6" to 8" above the existing road surface to take advantage of these consolidated materials and minimize the mucking requirements to construct the roadway. Because the roadway will be moved to the center of the newly obtained right-of-way, this may not always be possible and some of the roadway will be mostly new construction.

A minimum of a 4' shoulder at 12:1 slope will be provided. Ditch front slopes will vary between 4:1 to 2:1 depending on the adjacent topography, number of driveways, and if slope permissions are available. While 2:1 slopes are not preferred, they may be required to stay within the existing right-of-way if slope permissions cannot be obtained. In order to increase the shoulder widths and use 4:1 front slopes on the ditches, some slope permissions or additional right-of-way may be recommended.

The intersection with South Island Road will need to be realigned to reduce the angle the roads meet at. This change will require several utility relocations, including fiber optic, power, and water.

We anticipate several moving items on the right side of the road where there are decorative fences and brick columns within the R/W. There are also some large trees in the R/W. If feasible, we will attempt to avoid impacting them.

The beginning of the project appears to be flowing towards the SCDOT R/W. In order to avoid increasing the peak flow heading towards their ditches, we may need to utilize special ditches or adjust the profile to channel flow away from South Island Road.

The outfall for this project appears to be down the private driveway beyond the end of the project. An easement may be required to ensure this outfall is adequate and ties in well with our design.

A contour map of the area will be created from County provided Lidar data. These contours will be used to discuss outfall locations during the Design Field Review (DFR) and will later be used to produce the drainage basin map contained in the SWPPP Report. It is assumed that outfalls exist that can drain the roadway. It is also assumed that ditches less than 0.5% slope can be used to obtain positive drainage in this area with well drained soils.

Once the preliminary plans are completed, we will hold a design field review meeting with the County to discuss the project referencing the preliminary design plans and streamline the design development process for preparing the 100% design submittals. Preliminary plan set will include a title sheet, typical section, plan and profile sheets, cross section sheets, and utility coordination sheet. A copy of the plans will also be delivered to the utility companies that might be affected by the project. Up to one meeting with the companies to discuss the project with the utility companies is included.

Task III - Construction Plans

The 60% plans will be refined based on the comments from the County and additional features will be designed. These features include, but are not limited to, erosion control features and drainage pipes with inverts.

Drainage calculations will be performed and output prepared in a format suitable for inclusion into the permit package. The final drainage design will be incorporated into the construction plans and the calculations associated with this design will be included in the SWPPP report for permitting purposes.

A detailed quantity take-off and cost estimate will be performed on the roadway. Special provisions or details will be developed as required. Standard details will also be referenced for inclusion into the plan set.

We will perform a QC/QA review of the plans and quantities prior to submittal to the County for bidding.

We will provide two full-size and two half-size plan sets as well as a bound PDF of the entire set. The construction plans will include the same sheets as the 60% plans plus general notes sheet, reference sheets, erosion control sheet, and detail sheets. We will provide the bid tab in PDF or Microsoft Excel format and technical specifications in Microsoft Word format. These will be combined with the County's standard "front end" procurement documents for the bid package. The County will handle bidding the project and documents will be provided for download on the Georgetown County web page. We will provide the County with CAD files.

Task IV – Permitting and Revisions

OCRM SWPPP, NOI, and CZC – We will prepare the SWPPP, NOI Application, and CZC checklists per OCRM requirements and submit them for the permits. Any permitting fees associated with OCRM will be the responsibility of the County. The SWPPP report will contain drainage basin maps and drainage calculations in the appendix.

We will prepare and submit a Georgetown County Stormwater permit package to the County stormwater office for review and approval. The direct expense of this task includes the estimated permit fee that will be required by Georgetown County Stormwater.

SCDOT – An encroachment permit will be required as this project ties to a SCDOT maintained roadway. Some items such as the pavement design will need to meet SCDOT standards while within their ROW.

A Jurisdictional Delineation and wetland survey will be performed to determine if there are any wetlands within the project area. If wetlands are found, then a Nationwide 14 permit will be required as detailed in Task VII.

Task V - Construction Engineering Support Services

The County will lead the project management for the project and we have included a budget to provide engineering support during the construction of the project. This support will include answering questions about the design and minor field changes, attending the preconstruction meeting, and attending the final inspection.

Tasks I through V – Design Services

Proposed fee for the project design and engineering support **Tasks I through V** is **\$53,487** and it will be billed on a percent complete basis for each of the five tasks included in the man-hour estimate.

Task VI – Construction Inspection Services

Task VI is inspection services and will be performed on an as-needed basis and billed hourly. A budget similar as what was proposed for previous USER Fee projects is included. Task VI will be billed on an hourly basis at our current rate table. The budget for this project will be **\$40,369**. This budget is based on a 12-month construction schedule with periodic visits from our inspection staff and Resident Construction Manager. It is assumed that the County will perform the bi-weekly or weekly erosion control inspections and fill out the erosion control reports; however, with advanced notice, our inspector can perform the report if the County inspector has a conflict or is unavailable for that week.

Task VII – As Needed Items

If wetlands are found within the project area in the JD, a Nationwide 14 permit will be obtained. To expedite the process (if required), permit drawings will be submitted with the JD package. It is currently assumed that a full Nationwide 14 permit will be required. If this permit is required, the estimated fee for Davis & Floyd and the environmental subconsultant is **\$5,426**.

It is currently assumed that geotechnical exploration and testing is not needed for this project. If it is determined that testing is necessary, the estimated fee for Davis & Floyd and the geotechnical subconsultant is **\$5,908**.

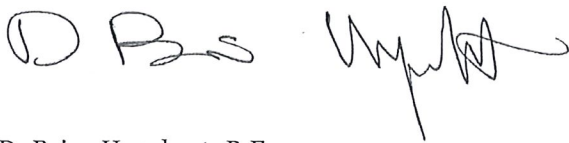
SUMMARY

Below is a summary of the estimated design and CEI required for this project if contingency items in Task VII are not required.

Davis & Floyd Design and CEI Services	
Design Services	\$53,487
CEI Services	\$40,369

We appreciate the invitation to propose on this design and CEI project. It is estimated that we can complete the plans and permit applications within 150 days from notice to proceed. Please let us know if you have any questions.

Sincerely,
DAVIS & FLOYD



D. Brice Urquhart, P.E.
Vice President

Enclosure: Fee Analysis Attachment A

C: Lindsey Keziah, P.E.

Fee Analysis Attachment A
Professional Engineering and Design
Ibis Avenue (0.44 Miles)
Engineering Paving Road Improvements to County Standards

Task	Item	Description	HOURS				
			Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
I		<u>Survey</u>					
		PROVIDED BY GEORGETOWN COUNTY					
		(If Additional is Required to be provided by PLS through the County)					
		Total Hours					
		Total Labor for Task I	\$0.00				
		Direct Costs Task I (travel, printing, etc.)					
		Total Cost for Task I	\$0.00				
II		<u>Preliminary Design 60% Plans</u>					
	a	Project Setup and Design Criteria	1	2	4		
	b	Site Visit & Survey Review		6		8	
	c	Horizontal Design & Plan Sheets		1	4	14	
	d	Existing Profiles & Preliminary Proposed Profile		2	4	10	
	e	Basins		1	2	8	
	f	Plan Production & Plotting	1		2	4	
	g	DFR Meeting with County Staff		6	6		
	h	Cross Sections - Including Ditch Grading		2	4	20	
	i	Plan Sets to Utility Companies & 1 Meeting		6		8	
	j	Preliminary Drainage Layout	1	2	6	12	
		Total Hours	3	28	32	84	0
		Total Labor for Task II	\$18,601.00				
		Direct Cost Task II (travel, printing, etc.)	\$450.00				
		Total Cost for Task II	\$19,051.00				
III		<u>Construction Plans 100%</u>					
	a	Refine Plans, Profiles & Cross Sections		2	8	16	
	b	Final Drainage Design		5	8	20	
	c	Construction Details		2		9	
	d	Quantities & Construction Estimates		2	4	12	
	e	Bid Documents & Specifications	1	2	6	6	2
	f	QA/QC Design Review, Sign, & Plotting	4	8	8		2
		Total Hours	5	21	34	63	4
		Total Labor for Task III	\$16,228.00				
		Direct Costs Task III (travel, printing, etc.)	\$350.00				
		Total Cost for Task III	\$16,578.00				

Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
IV		<u>Permitting and Revisions</u>					
	a	Jurisdictional Delineation Exhibits			2	4	
	b	Georgetown County Submittal & Exhibit Sheets		4	8	20	
	c	OCRM - SWPPP, CZC, & NOI		4	8	16	2
	d	SCDOT Encroachment Permit			2	4	
		Total Hours	0	8	20	44	2
		Total Labor for Task IV	\$8,840.00				
		Direct Costs Task V (printing, County fee, etc.)	\$ 800.00				
		Environmental Consultant JD & Wetland Survey	\$ 1,650.00				
		Total Subconsultant Cost - Task IV	\$ 1,650.00				
		Total Cost for Task IV	\$11,290.00				
V		<u>Construction Engineering Support (not inspection)</u>					
	a	Administration, Bid Review, & Precon Meeting		6	8		
	b	Engineer Site Visits (Up to 1) & Technical Support		8	12	8	2
		Total Hours	0	14	20	8	2
		Total Labor for Task V	\$6,068.00				
		Direct Costs Task V (travel, printing, etc.)	\$500.00				
		Total Cost for Task V	\$6,568.00				
		Total Labor for Project	\$49,737.00				
		Subconsultant Cost	\$1,650.00				
		Direct Costs (Travel, Printing, etc.)	\$2,100.00				
		Project Total					\$53,487.00

			HOURS				
Task	Item	Description	Principal	Project Manager	Resident Construction Manager	Sr. Inspector	Clerical / Admin.
VI		<u>CEI Services</u>		12	48	183	18
		Total Hours	0	12	48	183	18
		Total Labor for Task VI	\$34,269.00				
		Direct Costs Task VII (travel, printing, etc.)	\$6,100.00				
		Total Cost for Task VI	\$40,369.00				

			HOURS				
Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
VII		<u>As Needed Items</u>					
	a	Nationwide Permit Coordination & Exhibits		4	2	12	
		Total Hours	0	4	2	12	0
		Total Labor for Task VII	\$2,206.00				
		Environmental Consultant - NW14	\$ 3,220.00				
		Subconsultant Cost	\$3,220.00				
		Total Cost for Task VII	\$5,426.00				
	b	Geotech Coordination		4	8		
		Total Hours	0	4	8	0	0
		Total Labor for Task VII	\$1,768.00				
		Geotech Consultant	\$ 4,140.00				
		Subconsultant Cost	\$4,140.00				
		Total Cost for Task VII	\$5,908.00				

DAVIS & FLOYD

SINCE 1954

November 8, 2019

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for
Arapaho Drive and Navajo Trail.

Dear Mr. Williams:

Davis & Floyd is pleased to present a proposal for roadway design, permitting, and limited construction services on Arapaho Drive and Navajo Trail. These roadways will be designed to occupy the 50- to 66-foot right-of-way previously obtained by Georgetown County. A brief description of project is provided below:

Arapaho Drive is approximately 0.28 miles long within the project area from Amos Road to Navajo Trail.

Navajo Trail is approximately 0.13 miles long and its project area begins at the end of Arapaho Drive at the bend in the road.

Some unique challenges present with these roads are:

- The tight bend between Arapaho Drive and Navajo Trail.
- The narrow R/W along Navajo Trail.
- The topography in the area of the outfall on Navajo Trail.
- The lack of adequate R/W for the 'hammerhead' turnaround at the end of the project.
- There is a large change in elevation from the beginning of Navajo Trail to the project outfall.



Arapaho Drive

3229 W. Montague Avenue, North Charleston, SC 29418

O (843) 554-8602 F (843) 747-6485

WWW.DAVISFLOYD.COM

The effort on this project is divided into six tasks as follows.

Task I – Survey (Not in Contract)

The survey will be provided by the County through their survey on-call contract with Parker Land Surveying.

Task II – Preliminary Design (60%)

Plan and profile sheets will be created at a 1" = 20' scale. The preliminary design plans will include survey base map including existing ditches and outfalls, centerline alignment, horizontal design showing proposed edge of pavement, and existing and preliminary proposed roadway profiles. The proposed profile will be developed to attempt to balance earthwork while maintaining positive drainage in the roadside ditches. The vertical scale on the profile will be 1" = 5'. A preliminary typical section will also be included in this submittal. The pavement section for these roadways will be 200#/SY of asphalt over 8" of GAB. Because this is an existing roadway and right-of-way will be limited to 50' (for Navajo Trail), design criteria will be developed for this project similar to that found in the 3R section of the SCDOT Roadway Design Manual.

Existing and proposed cross sections will be created based on the profile. Several iterations may be required to generate the proposed cross sections. Once the first set of proposed cross sections has been created, the vertical profile will be manipulated to minimize cut and fills as well as to establish ditch grades. Because most of these roads have been in service a long time, typically a crust of well consolidated material has developed under the existing dirt/slag section. Where the existing roadway has a similar alignment, the profile will try to be set approximately 6" to 8" above the existing road surface to take advantage of these consolidated materials and minimize the mucking requirements to construct the roadway. Because the roadway will be moved to the center of the newly obtained right-of-way, this may not always be possible and some of the roadway will be mostly new construction.

A minimum of a 4' shoulder at 12:1 slope will be provided. Ditch front slopes will vary between 4:1 to 2:1 depending on the adjacent topography, number of driveways, and if slope permissions are available. While 2:1 slopes are not preferred, they may be required to stay within the existing right-of-way if slope permissions cannot be obtained. In order to increase the shoulder widths and use 4:1 front slopes on the ditches, some slope permissions or additional right-of-way may be recommended.

Drainage areas will be analyzed and a plan on how to drain the road will be developed. Preliminary drainage features will be added to the plans and the hydrology of basins draining to the road will be calculated.

There is limited right-of-way for a free-flowing curve at the bend between Arapaho Drive and Navajo Trail. Because of this limitation, we propose that this curve be developed into a 2-way stop controlled intersection at a 90° angle.

We also anticipate requiring slope and drainage permissions for the properties along Navajo Trail due to the tight R/W, existing roadway deviating from the center of the R/W, and the location of and large elevation change at the crossline pipe under Navajo Trail.

The work near the crossline under Navajo Trail will require significant muck and fill and would likely require input from a geotechnical engineer which can be provided as needed as detailed in Task VII.

The R/W acquisition shown by the county for the 'hammerhead' turnaround would be inadequate for a firetruck turnaround per FHWA standards. We anticipate needing more R/W unless the county prefers different standards for the turnaround.

Due to the significant amount of elevation change from the beginning of Navajo Trail to the project outfall, additional erosion control measures will be needed to stabilize the roadside ditches along Navajo.

A contour map of the area will be created from County provided Lidar data. These contours will be used to discuss outfall locations during the Design Field Review (DFR) and will later be used to produce the drainage basin map contained in the SWPPP Report. It is assumed that outfalls exist that can drain the roadway. It is also assumed that ditches less than 0.5% slope can be used to obtain positive drainage in this area with well drained soils.

Once the preliminary plans are completed, we will hold a design field review meeting with the County to discuss the project referencing the preliminary design plans and streamline the design development process for preparing the 100% design submittals. Preliminary plan set will include a title sheet, typical section, plan and profile sheets, cross section sheets, and utility coordination sheet. A copy of the plans will also be delivered to the utility companies that might be affected by the project. Up to one meeting with the companies to discuss the project with the utility companies is included.

Task III - Construction Plans

The 60% plans will be refined based on the comments from the County and additional features will be designed. These features include, but are not limited to, erosion control features and drainage pipes with inverts.

Drainage calculations will be performed and output prepared in a format suitable for inclusion into the permit package. The final drainage design will be incorporated into the

construction plans and the calculations associated with this design will be included in the SWPPP report for permitting purposes.

A detailed quantity take-off and cost estimate will be performed on the roadway. Special provisions or details will be developed as required. Standard details will also be referenced for inclusion into the plan set.

We will perform a QC/QA review of the plans and quantities prior to submittal to the County for bidding.

We will provide two full-size and two half-size plan sets as well as a bound PDF of the entire set. The construction plans will include the same sheets as the 60% plans plus general notes sheet, reference sheets, erosion control sheet, and detail sheets. We will provide the bid tab in PDF or Microsoft Excel format and technical specifications in Microsoft Word format. These will be combined with the County's standard "front end" procurement documents for the bid package. The County will handle bidding the project and documents will be provided for download on the Georgetown County web page. We will provide the County with CAD files.

Task IV – Permitting and Revisions

OCRM SWPPP, NOI, and CZC – We will prepare the SWPPP, NOI Application, and CZC checklists per OCRM requirements and submit them for the permits. Any permitting fees associated with OCRM will be the responsibility of the County. The SWPPP report will contain drainage basin maps and drainage calculations in the appendix.

We will prepare and submit a Georgetown County Stormwater permit package to the County stormwater office for review and approval. The direct expense of this task includes the estimated permit fee that will be required by Georgetown County Stormwater.

A Jurisdictional Delineation and wetland survey will be performed to determine if there are any wetlands within the project area. If wetlands are found, then a Nationwide 14 permit will be required as detailed in Task VII.

Task V - Construction Engineering Support Services

The County will lead the project management for the project and we have included a budget to provide engineering support during the construction of the project. This support will include answering questions about the design and minor field changes, attending the preconstruction meeting, and attending the final inspection.

Tasks I through V – Design Services

Proposed fees for the project design and engineering support **Tasks I through V** is **\$54,580** and it will be billed on a percent complete basis for each of the five tasks included in the man-hour estimate.

Task VI – Construction Inspection Services

Task VI is inspection services and will be performed on an as-needed basis and billed hourly. A budget similar as what was proposed for previous USER Fee projects is included. Task VI will be billed on an hourly basis at our current rate table. The budget for this project will be **\$40,369**. This budget is based on a 12-month construction schedule with periodic visits from our inspection staff and Resident Construction Manager. It is assumed that the County will perform the bi-weekly or weekly erosion control inspections and fill out the erosion control reports; however, with advanced notice, our inspector can perform the report if the County inspector has a conflict or is unavailable for that week.

Task VII –As Needed Items

If wetlands are found within the project area in the JD, a Nationwide 14 permit will be obtained. To expedite the process (if required), permit drawings will be submitted with the JD package. It is currently assumed that a full Nationwide 14 permit will be required. If this permit is required, the estimated fee for Davis & Floyd and the environmental subconsultant is **\$5,426**.

It is currently assumed that geotechnical exploration and testing is not needed for this project. If it is determined that testing is necessary, the estimated fee for Davis & Floyd and the geotechnical subconsultant is **\$6,368**.

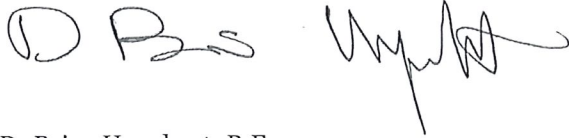
SUMMARY

Below is a summary of the estimated design and CEI required for this project if contingency items in Task VII are not required.

Davis & Floyd Design and CEI Services	
Design Services	\$54,580
CEI Services	\$40,369

We appreciate the invitation to propose on this design and CEI project. It is estimated that we can complete the plans and permit applications within 150 days from notice to proceed. Please let us know if you have any questions.

Sincerely,
DAVIS & FLOYD

A handwritten signature in black ink, appearing to read 'D Brice Urquhart', written in a cursive style.

D. Brice Urquhart, P.E.
Vice President

Enclosure: Fee Analysis Attachment A

C: Lindsey Keziah, P.E.

Fee Analysis Attachment A
Professional Engineering and Design
Arapaho Drive and Navajo Trail (0.41 Miles)
Engineering Paving Road Improvements to County Standards

Task	Item	Description	HOURS				
			Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
I		Survey					
		PROVIDED BY GEORGETOWN COUNTY					
		(If Additional is Required to be provided by PLS through the County)					
		Total Hours					
		Total Labor for Task I	\$0.00				
		Direct Costs Task I (travel, printing, etc.)					
		Total Cost for Task I	\$0.00				
II		Preliminary Design 60% Plans					
	a	Project Setup and Design Criteria	1	2	4		
	b	Site Visit & Survey Review		6		8	
	c	Horizontal Design & Plan Sheets		1	4	14	
	d	Existing Profiles & Preliminary Proposed Profile		2	4	10	
	e	Process Lidar Contours & Offsite Basins, Delineate Basins		1	2	8	
	f	Plan Production & Plotting	1		2	4	
	g	DFR Meeting with County Staff		6	6		
	h	Cross Sections - Including Ditch Grading		2	4	20	
	i	Plan Sets to Utility Companies & 1 Meeting		6		8	
	j	Preliminary Drainage Layout	1	2	6	12	
	k	Develop Erosion Control Measures	1	1	2	4	
		Total Hours	4	29	34	88	0
		Total Labor for Task II	\$19,694.00				
		Direct Cost Task II (travel, printing, etc.)	\$450.00				
		Total Cost for Task II	\$20,144.00				
III		Construction Plans 100%					
	a	Refine Plans, Profiles & Cross Sections		2	8	16	
	b	Final Drainage Design		5	8	20	
	c	Construction Details		2		9	
	d	Quantities & Construction Estimates		2	4	12	
	e	Bid Documents & Specifications	1	2	6	6	2
	f	QA/QC Design Review, Sign, & Plotting	4	8	8		2
		Total Hours	5	21	34	63	4
		Total Labor for Task III	\$16,228.00				
		Direct Costs Task III (travel, printing, etc.)	\$350.00				
		Total Cost for Task III	\$16,578.00				
IV		Permitting and Revisions					
	a	Jurisdictional Delineation Exhibits			2	4	
	b	Georgetown County Submittal & Exhibit Sheets		4	8	20	
	c	OCRM - SWPPP, CZC, & NOI		4	8	16	2
	d	SCDOT Encroachment Permit			2	4	
		Total Hours	0	8	20	44	2
		Total Labor for Task IV	\$8,840.00				
		Direct Costs Task V (printing, County fee, etc.)	\$ 800.00				
		Environmental Consultant JD & Wetland Survey	\$ 1,650.00				

Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
		Total Subconsultant Cost - Task IV	\$ 1,650.00				
		Total Cost for Task IV	\$11,290.00				
V		Construction Engineering Support (not inspection)					
	a	Administration, Bid Review, & Precon Meeting		6	8		
	b	Engineer Site Visits (Up to 1) & Technical Support		8	12	8	2
		Total Hours	0	14	20	8	2
		Total Labor for Task V	\$6,068.00				
		Direct Costs Task V (travel, printing, etc.)	\$500.00				
		Total Cost for Task V	\$6,568.00				
		Total Labor for Project Design	\$50,830.00				
		Subconsultant Cost	\$1,650.00				
		Direct Costs (Travel, Printing, etc.)	\$2,100.00				
		Project Total					\$54,580.00

HOURS							
Task	Item	Description	Principal	Project Manager	Resident Construction Manager	Sr. Inspector	Clerical / Admin.
VI		CEI Services		12	48	183	18
		Total Hours	0	12	48	183	18
		Total Labor for Task VI	\$34,269.00				
		Direct Costs Task VII (travel, printing, etc.)	\$6,100.00				
		Total Cost for Task VI	\$40,369.00				

HOURS							
Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
VII		As Needed Items					
	a	Nationwide Permit Coordination & Exhibits		4	2	12	
		Total Hours	0	4	2	12	0
		Total Labor for Task VII	\$2,206.00				
		Environmental Consultant - NW14	\$ 3,220.00				
		Subconsultant Cost	\$3,220.00				
		Total Cost for Task VII	\$5,426.00				
	b	Geotech Coordination		4	8		
		Total Hours	0	4	8	0	0
		Total Labor for Task VII	\$1,768.00				
		Geotech Consultant	\$ 4,600.00				
		Subconsultant Cost	\$4,600.00				
		Total Cost for Task VII	\$6,368.00				

DAVIS & FLOYD

SINCE 1954

November 8, 2019

Stephen Williams
Public Works Manager / GIS Specialist
Georgetown County
2236 Browns Ferry Road
Georgetown, South Carolina 29440

Re: Roadway Engineering, Permit Services, and Limited Construction Services for Royal Pines Drive and Simone Court.

Dear Mr. Williams:

Davis & Floyd is pleased to present a proposal for roadway design, permitting, and limited construction services on Royal Pines Drive and Simone Court. These roadways will be designed to occupy the 50-foot right-of-way previously obtained by Georgetown County. A brief description of each road is provided below:

Simone Court is approximately 0.20 miles long within the project area from Powell Road to Royal Pines Drive.

Royal Pines Drive is approximately 0.07 miles long within the project area from Powell Road to Simone Court.

Some unique challenges present with these roads are:

- Permissions may be required in curves due to narrow R/W.
- The roadway appears to drain towards the SCDOT R/W.

The effort on this project is divided into six tasks as follows.



Simone Court

3229 W. Montague Avenue, North Charleston, SC 29418
O. (843) 554-8602 F. (843) 747-6185

WWW.DAVISFLOYD.COM

Task I – Survey (Not in Contract)

The survey will be provided by the County through their survey on-call contract with Parker Land Surveying.

Task II – Preliminary Design (60%)

Plan and profile sheets will be created at a 1" = 20' scale. The preliminary design plans will include survey base map including existing ditches and outfalls, centerline alignment, horizontal design showing proposed edge of pavement, and existing and preliminary proposed roadway profiles. The proposed profile will be developed to attempt to balance earthwork while maintaining positive drainage in the roadside ditches. The vertical scale on the profile will be 1" = 5'. A preliminary typical section will also be included in this submittal. The pavement section for these roadways will be 200#/SY of asphalt over 8" of GAB. Because this is an existing roadway and right-of-way will be limited to 50', design criteria will be developed for this project similar to that found in the 3R section of the SCDOT Roadway Design Manual.

Existing and proposed cross sections will be created based on the profile. Several iterations may be required to generate the proposed cross sections. Once the first set of proposed cross sections has been created, the vertical profile will be manipulated to minimize cut and fills as well as to establish ditch grades. Because most of these roads have been in service a long time, typically a crust of well consolidated material has developed under the existing dirt/slag section. Where the existing roadway has a similar alignment, the profile will try to be set approximately 6" to 8" above the existing road surface to take advantage of these consolidated materials and minimize the mucking requirements to construct the roadway. Because the roadway will be moved to the center of the newly obtained right-of-way, this may not always be possible and some of the roadway will be mostly new construction.

A minimum of a 4' shoulder at 12:1 slope will be provided. Ditch front slopes will vary between 4:1 to 2:1 depending on the adjacent topography, number of driveways, and if slope permissions are available. While 2:1 slopes are not preferred, they may be required to stay within the existing right-of-way if slope permissions cannot be obtained. In order to increase the shoulder widths and use 4:1 front slopes on the ditches, some slope permissions or additional right-of-way may be recommended.

There may be difficulties keeping the design within the R/W at the curves. In these areas, slope permissions may be required.

The roadway appears to be draining entirely to the SCDOT roadway. The SCDOT does not allow any increase in flow to their R/W. In order to avoid this, a drainage control structure may need to be constructed at the project outfall. Flat bottom ditches will likely need to be

incorporated leading to the structure to add storage to the system. These ditches will likely require permissions for the adjacent properties.

A contour map of the area will be created from County provided Lidar data. These contours will be used to discuss outfall locations during the Design Field Review (DFR) and will later be used to produce the drainage basin map contained in the SWPPP Report. It is assumed that outfalls exist that can drain the roadway. It is also assumed that ditches less than 0.5% slope can be used to obtain positive drainage in this area with well drained soils.

Once we complete the preliminary plans, we will hold a design field review meeting with the County to discuss the project referencing the preliminary design plans and streamline the design development process for preparing the 100% design submittals. Preliminary plan set will include a title sheet, typical section, plan and profile sheets, cross section sheets, and utility coordination sheet. A copy of the plans will also be delivered to the utility companies that might be affected by the project. Up to one meeting with the companies to discuss the project with the utility companies is included.

Task III - Construction Plans

The 60% plans will be refined based on the comments from the County and additional features will be designed. These features include, but are not limited to, erosion control features and drainage pipes with inverts.

Drainage calculations will be performed and output prepared in a format suitable for inclusion into the permit package. The final drainage design will be incorporated into the construction plans and the calculations associated with this design will be included in the SWPPP report for permitting purposes.

A detailed quantity take-off and cost estimate will be performed on the roadway. Special provisions or details will be developed as required. Standard details will also be referenced for inclusion into the plan set.

We will perform a QC/QA review of the plans and quantities prior to submittal to the County for bidding.

We will provide two full-size and two half-size plan sets as well as a bound PDF of the entire set. The construction plans will include the same sheets as the 60% plans plus general notes sheet, reference sheets, erosion control sheet, and detail sheets. We will provide the bid tab in PDF or Microsoft Excel format and technical specifications in Microsoft Word format. These will be combined with the County's standard "front end" procurement documents for the bid package. The County will handle bidding the project and documents will be provided

for download on the Georgetown County web page. We will provide the County with CAD files.

Task IV – Permitting and Revisions

OCRM SWPPP, NOI, and CZC – We will prepare the SWPPP, NOI Application, and CZC checklists per OCRM requirements and submit them for the permits. Any permitting fees associated with OCRM will be the responsibility of the County. The SWPPP report will contain drainage basin maps and drainage calculations in the appendix.

We will prepare and submit a Georgetown County Stormwater permit package to the County stormwater office for review and approval. The direct expense of this task includes the estimated permit fee that will be required by Georgetown County Stormwater.

SCDOT – An encroachment permit will be required as this project ties to a SCDOT maintained roadway. Some items such as the pavement design will need to meet SCDOT standards while within their ROW.

A Jurisdictional Delineation and wetland survey will be performed to determine if there are any wetlands within the project area. If wetlands are found, then a Nationwide 14 permit will be required as detailed in Task VII.

Task V - Construction Engineering Support Services

The County will lead the project management for the project and we have included a budget to provide engineering support during the construction of the project. This support will include answering questions about the design and minor field changes, attending the preconstruction meeting, and attending the final inspection.

Tasks I through V – Design Services

Proposed fee for the project design and engineering support **Tasks I through V** is **\$51,816** and it will be billed on a percent complete basis for each of the five tasks included in the man-hour estimate.

Task VI – Construction Inspection Services

Task VI is inspection services and will be performed on an as needed basis and billed hourly. A budget similar as what was proposed for previous USER Fee projects is included. Task VI will be billed on an hourly basis at our current rate table. The budget for this project will be **\$40,369**. This budget is based on a 12-month construction schedule with periodic visits from our inspection staff and Resident Construction Manager. It is assumed that the County will perform the bi-weekly or weekly erosion control inspections and fill out the

erosion control reports; however, with advanced notice, our inspector can perform the report if the County inspector has a conflict or is unavailable for that week.

Task VII – As Needed Items

If wetlands are found within the project area in the JD, a Nationwide 14 permit will be obtained. To expedite the process (if required), permit drawings will be submitted with the JD package. It is currently assumed that a full Nationwide 14 permit will be required. If this permit is required, the estimated fee for Davis & Floyd and the environmental subconsultant is **\$5,426**.

It is currently assumed that geotechnical exploration and testing is not needed for this project. If it is determined that testing is necessary, the estimated fee for Davis & Floyd and the geotechnical subconsultant is **\$6,368**.

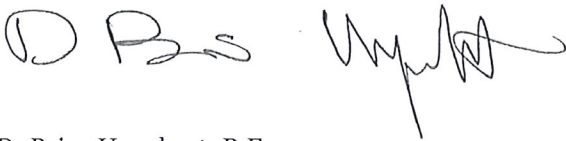
SUMMARY

Below is a summary of the estimated design and CEI required for this project if contingency items in Task VII are not required.

Davis & Floyd Design and CEI Services	
Design Services	\$51,816
CEI Services	\$40,369

We appreciate the invitation to propose on this design and CEI project. It is estimated that we can complete the plans and permit applications within 150 days from notice to proceed. Please let us know if you have any questions.

Sincerely,
DAVIS & FLOYD



D. Brice Urquhart, P.E.
Vice President

Enclosure: Fee Analysis Attachment A

C: Lindsey Keziah, P.E.

Fee Analysis Attachment A
Professional Engineering and Design
Royal Pines Drive and Simone Court (0.27 Miles)
Engineering Paving Road Improvements to County Standards

Task	Item	Description	HOURS				
			Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
I		Survey					
		PROVIDED BY GEORGETOWN COUNTY					
		(If Additional is Required to be provided by PLS through the County)					
		Total Hours					
		Total Labor for Task I	\$0.00				
		Direct Costs Task I (travel, printing, etc.)					
		Total Cost for Task I	\$0.00				
II		Preliminary Design 60% Plans					
	a	Project Setup and Design Criteria	1	2	4		
	b	Site Visit & Survey Review		6		8	
	c	Horizontal Design & Plan Sheets		1	4	8	
	d	Existing Profiles & Preliminary Proposed Profile		2	4	6	
	e	Process Lidar Contours & Offsite Basins, Delineate Basins		1	2	6	
	f	Plan Production & Plotting	1		2	4	
	g	DFR Meeting with County Staff		6	6		
	h	Cross Sections - Including Ditch Grading		1	4	14	
	i	Plan Sets to Utility Companies & 1 Meeting		6		8	
	j	Preliminary Drainage Layout	1	1	4	10	
	k	Develop Outfall Control Structures and Ditches	1	2	6	14	
		Total Hours	4	28	36	78	0
		Total Labor for Task II	\$18,750.00				
		Direct Cost Task II (travel, printing, etc.)	\$450.00				
		Total Cost for Task II	\$19,200.00				
III		Construction Plans 100%					
	a	Refine Plans, Profiles & Cross Sections		2	6	12	
	b	Final Drainage Design		4	6	16	
	c	Construction Details		2		9	
	d	Quantities & Construction Estimates		2	2	10	
	e	Bid Documents & Specifications	1	2	6	6	2
	f	QA/QC Design Review, Sign, & Plotting	4	8	8		2
		Total Hours	5	20	28	53	4
		Total Labor for Task III	\$14,188.00				
		Direct Costs Task III (travel, printing, etc.)	\$350.00				
		Total Cost for Task III	\$14,538.00				
IV		Permitting and Revisions					
	a	Jurisdictional Delineation Exhibits			2	4	
	b	Georgetown County Submittal & Exhibit Sheets		4	8	20	
	c	OCRM - SWPPP, CZC, & NOI		4	8	16	2
	d	SCDOT Encroachment Permit			2	4	
		Total Hours	0	8	20	44	2
		Total Labor for Task IV	\$8,840.00				
		Direct Costs Task V (printing, County fee, etc.)	\$ 800.00				
		Environmental Consultant JD & Wetland Survey	\$ 1,870.00				

Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
		Total Subconsultant Cost - Task IV	\$ 1,870.00				
		Total Cost for Task IV	\$11,510.00				
V		Construction Engineering Support (not inspection)					
	a	Administration, Bid Review, & Precon Meeting		6	8		
	b	Engineer Site Visits (Up to 1) & Technical Support		8	12	8	2
		Total Hours	0	14	20	8	2
		Total Labor for Task V	\$6,068.00				
		Direct Costs Task V (travel, printing, etc.)	\$500.00				
		Total Cost for Task V	\$6,568.00				
		Total Labor for Project	\$47,846.00				
		Subconsultant Cost	\$1,870.00				
		Direct Costs (Travel, Printing, etc.)	\$2,100.00				
		Project Total	\$51,816.00				

			HOURS				
Task	Item	Description	Principal	Project Manager	Resident Construction Manager	Sr. Inspector	Clerical / Admin.
VI		CEI Services		12	48	183	18
		Total Hours	0	12	48	183	18
		Total Labor for Task VI	\$34,269.00				
		Direct Costs Task VII (travel, printing, etc.)	\$6,100.00				
		Total Cost for Task VI	\$40,369.00				

			HOURS				
Task	Item	Description	Principal	Project Manager / Senior Engineer	Engineer	Staff Engineer	Clerical / Admin.
VII		As Needed Items	\$ 231	\$ 168	\$ 137	\$ 105	\$ 68
	a	Nationwide Permit Coordination & Exhibits		4	2	12	
		Total Hours	0	4	2	12	0
		Total Labor for Task VII	\$2,206.00				
		Environmental Consultant - NW14	\$ 3,220.00				
		Subconsultant Cost	\$3,220.00				
		Total Cost for Task VII	\$5,426.00				
	b	Geotech Coordination		4	8		
		Total Hours	0	4	8	0	0
		Total Labor for Task VII	\$1,768.00				
		Geotech Consultant	\$ 4,600.00				
		Subconsultant Cost	\$4,600.00				
		Total Cost for Task VII	\$6,368.00				

Janet Combs

From: Stephen Williams
Sent: Friday, January 17, 2020 12:42 PM
To: Janet Combs; Ray C. Funnye
Cc: Kevin Stimpson
Subject: RE: Road User Fee Request for Proposal - Simone Court & Royal Pines Dr portion
Attachments: 2019.1213.DENNIS_Proposal Corner Loop Design Construction Phase Services.pdf; 2019.1108.DF_Simone Ibis Arapaho Navah Proposals.pdf; RE: Road User Fee Request for Proposal - Simone Court & Royal Pines Dr portion

Janet as requested both proposals are attached. Also attached is the email from Davis & Floyd responding to my RFI. I've attached it because the "as-needed" items I've included in the task order weren't part of their proposal's total value expressed on the first page of their cover letter. My email sought clarification on the rate of discount applied to those services, which D&F provided (conveniently called out below)

The total for your proposal is \$217,700. However there is an additional \$34,922 in as needed line items. Were these included in the 217,700 to
RESPONSE: The "as needed" items are not included in the \$217,700.

It has been my experience that these are almost always needed. Our most recent experience with Rufus, Grissett, Lawhorn, Ethel at a minin places a premium on the need for geotechnical work.

Please let us know if these are not included whether 34,922 is at a 25% discount or whether it would be applied to that number.

RESPONSE: We agree that these services are usually needed, but these services did not appear to be required in the previous proposal award offered them as optional. The \$34,922 includes Geotech (\$18,644) and additional environmental effort (\$9,827). Performing each of these fo projects will offer efficiency. For Geotech, the cost will be reduced from \$18,644 to \$9,827 and the environmental from \$16,278 to \$12,969. Therefore, reducing \$34,922 to \$22,796. ← As needed items discounted rate

Cheers,

Stephen Williams M.S., GISP
Public Works Manager/GIS Specialist
Georgetown County Public Works
2236 Browns Ferry Road, Georgetown, SC 29440
(843) 545.3438 (o) - (843) 545-3486 (f)
swilliams@gtcounty.org

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From: Stephen Williams
Sent: Friday, January 17, 2020 10:46 AM
To: Janet Combs; Ray C. Funnye
Cc: Sharon Moultrie
Subject: RE: Road User Fee Request for Proposal - Simone Court & Royal Pines Dr portion

Revised TOs with the PO numbers included

Cheers,

Stephen Williams M.S., GISP
Public Works Manager/GIS Specialist
Georgetown County Public Works
2236 Browns Ferry Road, Georgetown, SC 29440
(843) 545.3438 (o) - (843) 545-3486 (f)
swilliams@gtcounty.org

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From: Stephen Williams
Sent: Tuesday, January 14, 2020 3:06 PM
To: Janet Combs; Ray C. Funnys
Cc: Sharon Moultrie
Subject: RE: Road User Fee Request for Proposal - Simone Court & Royal Pines Dr portion

Sharon is setting up POs which you should be receiving soon

Cheers,

Stephen Williams M.S., GISP
Public Works Manager/GIS Specialist
Georgetown County Public Works
2236 Browns Ferry Road, Georgetown, SC 29440
(843) 545.3438 (o) - (843) 545-3486 (f)
swilliams@gtcounty.org

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November 8, 2019

Stephen Williams

Public Works Manager
Georgetown County Public Works
2236 Browns Ferry Road
Georgetown, SC 29440
VIA: Email

Re: Proposal – Ibis Avenue

Mr. Williams,

Please find below the requested proposal for engineering services for the above referenced project.

PROJECT DESCRIPTION

This project is related to the proposed paving of Ibis Avenue, the approximate limits of which are shown in the map below.



SCOPE

- 1- Task 1 Engineering Design and Permitting
 - a. Professional project management throughout the duration of this task
 - b. Quality Control measures for all deliverables
 - c. Field review of provided survey files
 - d. Initial utility coordination for contacts and minimization of conflicts
 - e. Wetlands delineation and Jurisdictional Determination from USACE
 - f. Preliminary design and field review with Owner
 - g. Pavement design
 - h. Final design and plans for permitting
 - i. Secure NPDES (Georgetown County) permit and OCRM-CZC Certification
 - j. Secure "No Permit Required" letter or coverage under USACE NWP.
- 2- Task 2 Construction Inspections and Administration
 - a. Professional project management throughout the duration of this task
 - b. Lead preconstruction conference
 - c. Review of contractor submittals
 - d. Quality Assurance inspections and testing
 - e. Engineering Support during construction
 - f. Contractor's Pay Application review and Contract Administration
 - g. Final Inspection and Punch List
 - h. Administration of Contract and Permit closeout documents

ASSUMPTIONS

- 1- Impacts to wetlands, if any, are expected to meet the provisions for coverage under NWP #14. This assumption will be confirmed during preliminary design.
- 2- Survey files provided by others are adequate for design and construction.
- 3- SCDOT encroachment permits are not anticipated for this project. This will be confirmed during preliminary design.
- 4- Construction Contract duration is expected to be up to 4 months. Inspections will be weekly and coordinated with the Contractor's scheduled work to ensure critical testing is performed.
- 5- During critical construction elements requiring substantial QA (subgrade prep, base placement, paving, culvert installation): frequency and time on site will vary at 2-3 days per week depending on the work being performed. Average time on site during this phase will be 6 hours per visit

DELIVERABLES

- 1- Preliminary Plans, Preliminary Construction Estimate, Preliminary Permitting Requirement, and Preliminary Utilities Review Summary, Jurisdictional Determination
- 2- Preliminary Field Walkdown with Owner
- 3- Pre-Final Plans, Construction Estimate, Permitting Summary, Utilities Review Summary, NPDES Permit Submittal Package (with SWPPP), OCRM CZC Certification Submittal Package, Joint SC/USACE Permit Application (NWP #14)
- 4- Final Plans, Specifications, Secured Permits, and Construction Cost Estimate issued for bidding and construction
- 5- Meeting Agenda and Minutes, Inspection/Testing Reports, Approved Pay Applications, and Project Closeout Documents as needed during construction phase.

ANTICIPATED PROJECT TIMELINE

Preliminary Design thru Plans and Submittals for Permitting – 60 days
Contingent time for Client Review of documents – 30 days
Secure Permits, Issue PS&E for Bidding – 75 days
Bidding and Award – TBD (estimated at 60 days)

Construction Duration – 4 months

<u>FEE:</u>	<i>Task 1 – Engineering Design and Permitting:</i>	<i>\$ 49,500.00</i>
	<i>Task 2 – Construction Inspections and Administration:</i>	<i>\$ 30,000.00</i>
	<i>Total Engineering Services Not-to-Exceed (NTE)</i>	<i>\$ 79,500.00</i>

ADDITIONAL SERVICES:

Dennis Corporation is a South Carolina headquartered Surveying, Civil Engineering and Construction Management firm offering a full range of professional services for public and private clients throughout the State.

DENNIS CORPORATION LIST OF SERVICES

SURVEY

- Topographic
- Hydrographic
- Boundary
- ALTA
- Pre-Construction
- Right-of-Way Platting
- Settlement Plate Monitoring
- Construction Layout & Staking
- As-Built & Record Drawing
- Cross-Slope Verification
- 3D Scanning

ENGINEERING

- Project / Program Management
- Master Planning
- Civil Infrastructure Engineering
- Land Planning & Site Design
- Water & Wastewater Design
- Water Resources Engineering
- Transportation Engineering
- Traffic Planning & Engineering
- Structural Engineering
- Environmental & Permitting Services
- Expert Witness Services

CONSTRUCTION MANAGEMENT

- Heavy Civil Construction Management
- Building Construction Management
- Construction Cost Estimating
- Value Engineering
- Scheduling
- Financial Management
- Bidding and Award Services
- Contract Administration
- Construction Engineering & Inspection (CEI)
- Vibration Monitoring
- Special Inspections (Chapter 1 & 17)

Please let me know if we may be able to provide any additional services that may be required in the future. Should you have any questions or need any additional information, do not hesitate to contact me directly at 803.227.8558 (office) or 803.360.5685 (mobile).

Sincerely,



Matt Hines, PE
Engineering Manager
DENNIS CORPORATION

Enclosed:
Attachment A – Fee Estimate (For Information Only)



Attachment 'A'
Dennis Corporation Engineering Fee
(For Information Only)
SUMMARY SHEET

Client: Georgetown County

Description: Ibis Ave

		Direct Labor Costs	Direct Non-Labor Expenses	Total
Task 001	Engineering Design and Permitting	\$43,692.00	\$5,803.20	\$49,495.20
Task 002	Construction Inspection and Administratio	\$25,740.00	\$4,301.60	\$30,041.60
		\$69,432.00	\$10,104.80	\$79,536.80

CONFIDENTIAL

FIRM: Dennis Corporation

Date: November 8, 2019

Compiled By: Matt Hines

Approved By: Dan Dennis

Reviewed By: Mark Johnston

Task 001
Engineering Design and Permitting

Direct Labor Costs

Client	Georgetown County
Description	Ibis Ave
Date	11/8/2019
Prepared By	Matt Hines

Principal in Charge	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Admin	Inspector (SCDOT Cert.)	Manhours	Description
							0	
	6	8					14	Project Admin and Client Coordination
							0	
			8	8			16	Initial Field Walkdown
							0	
				8			8	Utility Coordination
							0	
		2					2	Soil Sampling and Pavement Design (Summit)
							0	
		2					2	Wetlands Delineation and JD (Summit)
							0	
			0.5	8			8.5	Initial Mapping and Modeling
							0	
			7	56			63	Preliminary Design and Cost Estimate
							0	
			4	4			8	Preliminary QC Review
							0	
			1	4			5	Initial Permitting Summary and Utilities Review
							0	
			8				8	Field Design Review with Owner
							0	
			5	40			45	Final Design
							0	
			3	24			27	Stormwater / Erosion Control Design - SWPPP Preparation
							0	
			1	8			9	Traffic Control Design
							0	
			2	16			18	Plans and Estimate for Permitting
							0	
			4	4		4	12	Pre-Final QC Review
							0	
			8				8	Pre-Final Walkdown
							0	
			2	12			14	USACE No Permit Required or NWP Coordination
							0	
			2	12			14	Georgetown County Stormwater Permitting Coordination
							0	
			0.5	4			4.5	SCDHEC OCRM CZC Certification
							0	
			2	16			18	Plans, Specifications and Estimate for Bidding/Construction
							0	
			4	4			8	Final QC Review
							0	
							0	
							0	
							0	
							0	
							0	
							0	
0	6	12	62	228	0	4	312	TOTAL Task 001

Rates

\$190.00	\$150.00	\$150.00	\$150.00	\$120.00	\$60.00	\$90.00
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Total Direct Salary

\$0.00	\$900.00	\$1,800.00	\$9,300.00	\$27,360.00	\$0.00	\$360.00
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Total: \$39,720.00

Contingency (10%) \$3,972.00

TOTAL DIRECT LABOR COSTS \$43,692.00

Task 001
Engineering Design and Permitting

Direct Non-Salary Costs

1. Travel

Site Visits:	4	visits @	260	miles/ visit	1040 miles
Misc. Trips:	0	months @	0	miles/ mo.	0 miles

Description	#		\$ per		Extended
Mileage:	1040	Miles @	\$0.580	/mile=	\$603.20
Air/Train Fare:	0	Roundtrip	\$0.00	/trip=	\$0.00
Lodging:	0	Nights @	\$110.00	/night=	\$0.00
Per Diem:	0	Days @	\$30.00	/day=	\$0.00

Total Travel: \$603.20

2. Postage

Description	#		\$ per		Extended
Express Mail	0	@	\$25.00	/delivery=	\$0.00
Regular Mail	0	@	\$0.44	/mailing=	\$0.00

Total Postage: \$0.00

3. Reproductions

Description	#		\$ per		Extended
8 1/2 x 11 sheets (b&w)	0	X	\$0.10	/sheet=	\$0.00
8 1/2 x 11 sheets (color)	500	X	\$0.50	/sheet=	\$250.00
11 x 17 color copies	200	X	\$0.75	/sheet=	\$150.00
24 x 36 plots	100	X	\$2.00	/sheet=	\$200.00
D-plot Scans (10 Sheets)	0	X	\$30.00	/set=	\$0.00
E-plot Scans (10 Sheets)	0	X	\$48.00	/set=	\$0.00

Total Reproductions: \$600.00

4. Testing

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Testing: \$0.00

5. Field Supplies

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Field Supplies: \$0.00

6. Other

Description	#		\$ per		Extended
Geotech Sub	1	X	\$3,000.00	/ea=	\$3,000.00
Wetlands Delineation Sub	1	X	\$1,600.00	/ea=	\$1,600.00
	0	X	\$0.00	/ea=	\$0.00

Total Other: \$4,600.00

TOTAL DIRECT NON-SALARY COSTS	\$5,803.20
--------------------------------------	-------------------

Direct Labor Costs

Georgetown County
Ibis Ave
11/8/2019
Matt Hines

[illegible]

Rates

\$190.00	\$150.00	\$120.00	\$140.00	\$90.00	\$60.00	\$0.00
----------	----------	----------	----------	---------	---------	--------

Total Direct Salary

\$0.00	\$600.00	\$3,600.00	\$1,680.00	\$15,840.00	\$1,680.00	\$0.00
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Total: \$23,400.00

Contingency (10%)	\$2,340.00
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TOTAL DIRECT LABOR COSTS	
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\$25,740.00

Task 002
Construction Inspection and Administration

Direct Non-Salary Costs

1. Travel

Site Visits:	2	visits @	260	miles/ visit	520 miles
Misc. Trips:	0	months @	0	miles/ mo.	0 miles

Description	#		\$ per		Extended
Mileage:	520	Miles @	\$0.580	/mile=	\$301.60
Inspection Trips:	30	Trips @	\$100.00	/trip=	\$3,000.00
Lodging:	0	Nights @	\$110.00	/night=	\$0.00
Per Diem:	0	Days @	\$30.00	/day=	\$0.00

Total Travel: \$3,301.60

2. Postage

Description	#		\$ per		Extended
Express Mail	0	@	\$25.00	/delivery=	\$0.00
Regular Mail	0	@	\$0.44	/mailing=	\$0.00

Total Postage: \$0.00

3. Reproductions

Description	#		\$ per		Extended
8 1/2 x 11 sheets (b&w)	0	X	\$0.10	/sheet=	\$0.00
8 1/2 x 11 sheets (color)	0	X	\$0.50	/sheet=	\$0.00
11 x 17 color copies	0	X	\$0.75	/sheet=	\$0.00
24 x 36 plots	0	X	\$2.00	/sheet=	\$0.00
D-plot Scans (10 Sheets)	0	X	\$30.00	/set=	\$0.00
E-plot Scans (10 Sheets)	0	X	\$48.00	/set=	\$0.00

Total Reproductions: \$0.00

4. Testing

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Testing: \$0.00

5. Field Supplies

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Field Supplies: \$0.00

6. Other

Description	#		\$ per		Extended
Testing	1	X	\$1,000.00	/ea=	\$1,000.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Other: \$1,000.00

TOTAL DIRECT NON-SALARY COSTS	\$4,301.60
--------------------------------------	-------------------

November 8, 2019

Stephen Williams

Public Works Manager
Georgetown County Public Works
2236 Browns Ferry Road
Georgetown, SC 29440
VIA: Email

Re: Proposal – Arapaho Trail and Navajo Drive

Mr. Williams,

Please find below the requested proposal for engineering services for the above referenced project.

PROJECT DESCRIPTION

This project is related to the proposed paving of Arapaho Trail and Navajo Drive, the approximate limits of which are shown in the map below.



SCOPE

- 1- Task 1 Engineering Design and Permitting
 - a. Professional project management throughout the duration of this task
 - b. Quality Control measures for all deliverables
 - c. Field review of provided survey files
 - d. Initial utility coordination for contacts and minimization of conflicts
 - e. Wetlands delineation and Jurisdictional Determination from USACE
 - f. Preliminary design and field review with Owner
 - g. Pavement design
 - h. Final design and plans for permitting
 - i. Secure NPDES (Georgetown County) permit and OCRM-CZC Certification
 - j. Secure "No Permit Required" letter or coverage under USACE NWP.
- 2- Task 2 Construction Inspections and Administration
 - a. Professional project management throughout the duration of this task
 - b. Lead preconstruction conference
 - c. Review of contractor submittals
 - d. Quality Assurance inspections and testing
 - e. Engineering Support during construction
 - f. Contractor's Pay Application review and Contract Administration
 - g. Final Inspection and Punch List
 - h. Administration of Contract and Permit closeout documents

ASSUMPTIONS

- 1- Impacts to wetlands, if any, are expected to meet the provisions for coverage under NWP #14. This assumption will be confirmed during preliminary design.
- 2- Survey files provided by others are adequate for design and construction.
- 3- SCDOT encroachment permits are not anticipated for this project. This will be confirmed during preliminary design.
- 4- Construction Contract duration is expected to be up to 4 months. Inspections will be weekly and coordinated with the Contractor's scheduled work to ensure critical testing is performed.
- 5- During critical construction elements requiring substantial QA (subgrade prep, base placement, paving, culvert installation): frequency and time on site will vary at 2-3 days per week depending on the work being performed. Average time on site during this phase will be 6 hours per visit

DELIVERABLES

- 1- Preliminary Plans, Preliminary Construction Estimate, Preliminary Permitting Requirement, and Preliminary Utilities Review Summary, Jurisdictional Determination
- 2- Preliminary Field Walkdown with Owner
- 3- Pre-Final Plans, Construction Estimate, Permitting Summary, Utilities Review Summary, NPDES Permit Submittal Package (with SWPPP), OCRM CZC Certification Submittal Package, Joint SC/USACE Permit Application (NWP #14)
- 4- Final Plans, Specifications, Secured Permits, and Construction Cost Estimate issued for bidding and construction
- 5- Meeting Agenda and Minutes, Inspection/Testing Reports, Approved Pay Applications, and Project Closeout Documents as needed during construction phase.

ANTICIPATED PROJECT TIMELINE

Preliminary Design thru Plans and Submittals for Permitting – 60 days
Contingent time for Client Review of documents – 30 days
Secure Permits, Issue PS&E for Bidding – 75 days
Bidding and Award – TBD (estimated at 60 days)
Construction Duration – 4 months

<u>FEE:</u>	<i>Task 1 – Engineering Design and Permitting:</i>	<i>\$ 50,000.00</i>
	<i>Task 2 – Construction Inspections and Administration:</i>	<i>\$ 30,000.00</i>
	<i>Total Engineering Services Not-to-Exceed (NTE)</i>	<i>\$ 80,000.00</i>

ADDITIONAL SERVICES:

Dennis Corporation is a South Carolina headquartered Surveying, Civil Engineering and Construction Management firm offering a full range of professional services for public and private clients throughout the State.

DENNIS CORPORATION LIST OF SERVICES

SURVEY

- Topographic
- Hydrographic
- Boundary
- ALTA
- Pre-Construction
- Right-of-Way Platting
- Settlement Plate Monitoring
- Construction Layout & Staking
- As-Built & Record Drawing
- Cross-Slope Verification
- 3D Scanning

ENGINEERING

- Project / Program Management
- Master Planning
- Civil Infrastructure Engineering
- Land Planning & Site Design
- Water & Wastewater Design
- Water Resources Engineering
- Transportation Engineering
- Traffic Planning & Engineering
- Structural Engineering
- Environmental & Permitting Services
- Expert Witness Services

CONSTRUCTION MANAGEMENT

- Heavy Civil Construction Management
- Building Construction Management
- Construction Cost Estimating
- Value Engineering
- Scheduling
- Financial Management
- Bidding and Award Services
- Contract Administration
- Construction Engineering & Inspection (CEI)
- Vibration Monitoring
- Special Inspections (Chapter 1 & 17)

Please let me know if we may be able to provide any additional services that may be required in the future. Should you have any questions or need any additional information, do not hesitate to contact me directly at 803.227.8558 (office) or 803.360.5685 (mobile).

Sincerely,



Matt Hines, PE
Engineering Manager
DENNIS CORPORATION

Enclosed:
Attachment A – Fee Estimate (For Information Only)



Attachment 'A'
Dennis Corporation Engineering Fee
(For Information Only)
SUMMARY SHEET

Client: Georgetown County

Description: Arapaho Trl & Navajo Dr

		Direct Labor Costs	Direct Non-Labor Expenses	Total
Task 001	Engineering Design and Permitting	\$43,692.00	\$6,203.20	\$49,895.20
Task 002	Construction Inspection and Administratio	\$25,740.00	\$4,301.60	\$30,041.60
		\$69,432.00	\$10,504.80	\$79,936.80

CONFIDENTIAL

FIRM: Dennis Corporation

Date: November 8, 2019

Compiled By: Matt Hines

Approved By: Dan Dennis

Reviewed By: Mark Johnston

Task 001
Engineering Design and Permitting

Direct Labor Costs

Client	Georgetown County
Description	Arapaho Trl & Navajo Dr
Date	11/8/2019
Prepared By	Matt Hines

Principal in Charge	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Admin	Inspector (SCDOT Cert.)	Manhours	Description
	6	8					0	
							14	Project Admin and Client Coordination
			8	8			0	
							16	Initial Field Walkdown
				8			0	
							8	Utility Coordination
		2					0	
							2	Soil Sampling and Pavement Design (Summit)
		2					0	
							2	Wetlands Delineation and JD (Summit)
			0.5	8			0	
							8.5	Initial Mapping and Modeling
			7	56			0	
							63	Preliminary Design and Cost Estimate
			4	4			0	
							8	Preliminary QC Review
			1	4			0	
							5	Initial Permitting Summary and Utilities Review
			8				0	
							8	Field Design Review with Owner
			5	40			0	
							45	Final Design
			3	24			0	
							27	Stormwater / Erosion Control Design - SWPPP Preparation
			1	8			0	
							9	Traffic Control Design
			2	16			0	
							18	Plans and Estimate for Permitting
			4	4		4	0	
							12	Pre-Final QC Review
			8				0	
							8	Pre-Final Walkdown
			2	12			0	
							14	USACE No Permit Required or NWP Coordination
			2	12			0	
							14	Georgetown County Stormwater Permitting Coordination
			0.5	4			0	
							4.5	SCDHEC OCRM CZC Certification
			2	16			0	
							18	Plans, Specifications and Estimate for Bidding/Construction
			4	4			0	
							8	Final QC Review
							0	
							0	
							0	
							0	
							0	
							0	
0	6	12	62	228	0	4	312	TOTAL Task 001

Rates

\$190.00	\$150.00	\$150.00	\$150.00	\$120.00	\$60.00	\$90.00
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Total Direct Salary

\$0.00	\$900.00	\$1,800.00	\$9,300.00	\$27,360.00	\$0.00	\$360.00
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Total: \$39,720.00

Contingency (10%) \$3,972.00

TOTAL DIRECT LABOR COSTS	\$43,692.00
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Task 001
Engineering Design and Permitting

Direct Non-Salary Costs

1. Travel

Site Visits:	4	visits @	260	miles/ visit	1040 miles
Misc. Trips:	0	months @	0	miles/ mo.	0 miles

Description	#		\$ per		Extended
Mileage:	1040	Miles @	\$0.580	/mile=	\$603.20
Air/Train Fare:	0	Roundtrip	\$0.00	/trip=	\$0.00
Lodging:	0	Nights @	\$110.00	/night=	\$0.00
Per Diem:	0	Days @	\$30.00	/day=	\$0.00

Total Travel: \$603.20

2. Postage

Description	#		\$ per		Extended
Express Mail	0	@	\$25.00	/delivery=	\$0.00
Regular Mail	0	@	\$0.44	/mailing=	\$0.00

Total Postage: \$0.00

3. Reproductions

Description	#		\$ per		Extended
8 1/2 x 11 sheets (b&w)	0	X	\$0.10	/sheet=	\$0.00
8 1/2 x 11 sheets (color)	500	X	\$0.50	/sheet=	\$250.00
11 x 17 color copies	200	X	\$0.75	/sheet=	\$150.00
24 x 36 plots	100	X	\$2.00	/sheet=	\$200.00
D-plot Scans (10 Sheets)	0	X	\$30.00	/set=	\$0.00
E-plot Scans (10 Sheets)	0	X	\$48.00	/set=	\$0.00

Total Reproductions: \$600.00

4. Testing

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Testing: \$0.00

5. Field Supplies

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Field Supplies: \$0.00

6. Other

Description	#		\$ per		Extended
Geotech Sub	1	X	\$3,500.00	/ea=	\$3,500.00
Wetlands Delineation Sub	1	X	\$1,500.00	/ea=	\$1,500.00
	0	X	\$0.00	/ea=	\$0.00

Total Other: \$5,000.00

TOTAL DIRECT NON-SALARY COSTS	\$6,203.20
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Direct Labor Costs

Georgetown County
Arapaho Trl & Navajo Dr
11/8/2019
Matt Hines

[illegible]

Rates

\$190.00	\$150.00	\$120.00	\$140.00	\$90.00	\$60.00	\$0.00
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Total Direct Salary

\$0.00	\$600.00	\$3,600.00	\$1,680.00	\$15,840.00	\$1,680.00	\$0.00
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Total: \$23,400.00

Contingency (10%)	\$2,340.00
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TOTAL DIRECT LABOR COSTS	
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\$25,740.00

Task 002
Construction Inspection and Administration

Direct Non-Salary Costs

1. Travel

Site Visits:	2	visits @	260	miles/ visit	520 miles
Misc. Trips:	0	months @	0	miles/ mo.	0 miles

Description	#		\$ per		Extended
Mileage:	520	Miles @	\$0.580	/mile=	\$301.60
Inspection Trips:	30	Trips @	\$100.00	/trip=	\$3,000.00
Lodging:	0	Nights @	\$110.00	/night=	\$0.00
Per Diem:	0	Days @	\$30.00	/day=	\$0.00

Total Travel: \$3,301.60

2. Postage

Description	#		\$ per		Extended
Express Mail	0	@	\$25.00	/delivery=	\$0.00
Regular Mail	0	@	\$0.44	/mailing=	\$0.00

Total Postage: \$0.00

3. Reproductions

Description	#		\$ per		Extended
8 1/2 x 11 sheets (b&w)	0	X	\$0.10	/sheet=	\$0.00
8 1/2 x 11 sheets (color)	0	X	\$0.50	/sheet=	\$0.00
11 x 17 color copies	0	X	\$0.75	/sheet=	\$0.00
24 x 36 plots	0	X	\$2.00	/sheet=	\$0.00
D-plot Scans (10 Sheets)	0	X	\$30.00	/set=	\$0.00
E-plot Scans (10 Sheets)	0	X	\$48.00	/set=	\$0.00

Total Reproductions: \$0.00

4. Testing

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Testing: \$0.00

5. Field Supplies

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Field Supplies: \$0.00

6. Other

Description	#		\$ per		Extended
Testing	1	X	\$1,000.00	/ea=	\$1,000.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Other: \$1,000.00

TOTAL DIRECT NON-SALARY COSTS	\$4,301.60
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November 8, 2019

Stephen Williams
Public Works Manager
Georgetown County Public Works
2236 Browns Ferry Road
Georgetown, SC 29440
VIA: Email

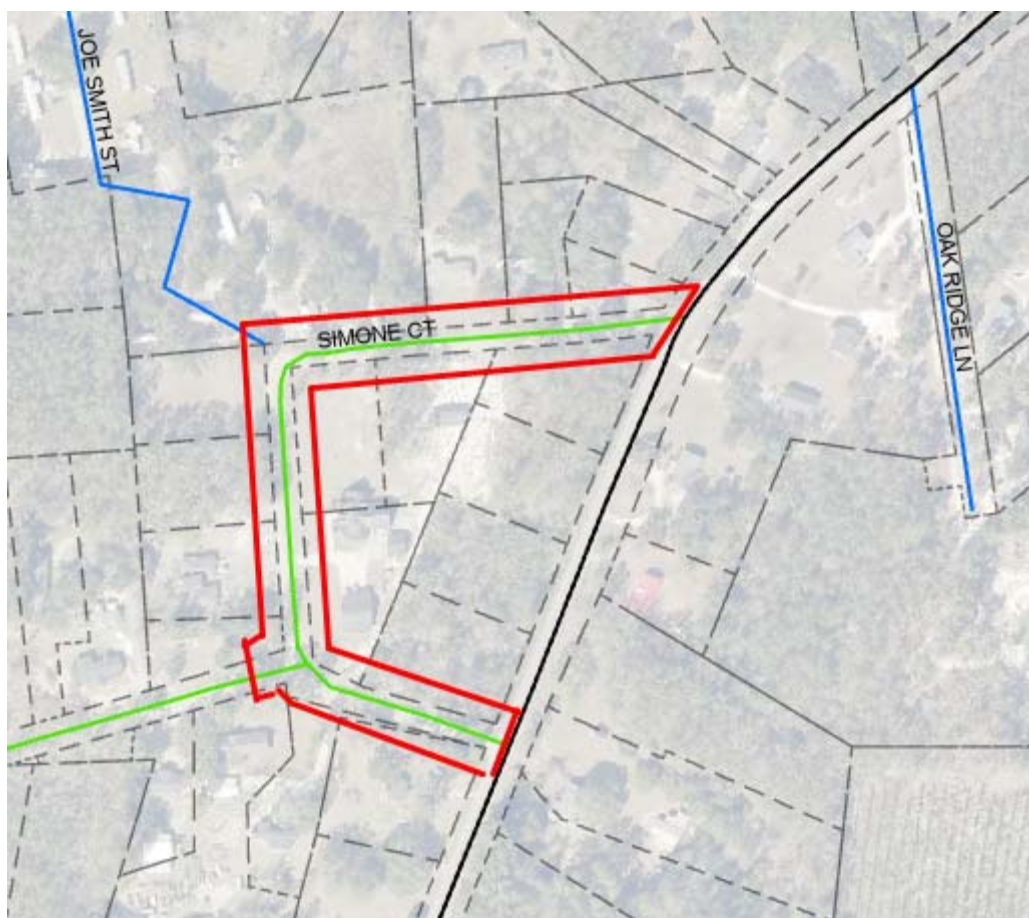
Re: Proposal – Simone Court & Royal Pines Drive (portion)

Mr. Williams,

Please find below the requested proposal for engineering services for the above referenced project.

PROJECT DESCRIPTION

This project is related to the proposed paving of Simone Court and a portion of Royal Pines Drive, the approximate limits of which are shown in the map below.



SCOPE

- 1- Task 1 Engineering Design and Permitting
 - a. Professional project management throughout the duration of this task
 - b. Quality Control measures for all deliverables
 - c. Field review of provided survey files
 - d. Initial utility coordination for contacts and minimization of conflicts
 - e. Wetlands delineation and Jurisdictional Determination from USACE
 - f. Preliminary design and field review with Owner
 - g. Pavement design
 - h. Final design and plans for permitting
 - i. Secure NPDES (Georgetown County) permit and OCRM-CZC Certification
 - j. Secure "No Permit Required" letter or coverage under USACE NWP.
- 2- Task 2 Construction Inspections and Administration
 - a. Professional project management throughout the duration of this task
 - b. Lead preconstruction conference
 - c. Review of contractor submittals
 - d. Quality Assurance inspections and testing
 - e. Engineering Support during construction
 - f. Contractor's Pay Application review and Contract Administration
 - g. Final Inspection and Punch List
 - h. Administration of Contract and Permit closeout documents

ASSUMPTIONS

- 1- Impacts to wetlands, if any, are expected to meet the provisions for coverage under NWP #14. This assumption will be confirmed during preliminary design.
- 2- Survey files provided by others are adequate for design and construction.
- 3- SCDOT encroachment permits are not anticipated for this project. This will be confirmed during preliminary design.
- 4- Construction Contract duration is expected to be up to 4 months. Inspections will be weekly and coordinated with the Contractor's scheduled work to ensure critical testing is performed.
- 5- During critical construction elements requiring substantial QA (subgrade prep, base placement, paving, culvert installation): frequency and time on site will vary at 2-3 days per week depending on the work being performed. Average time on site during this phase will be 6 hours per visit

DELIVERABLES

- 1- Preliminary Plans, Preliminary Construction Estimate, Preliminary Permitting Requirement, and Preliminary Utilities Review Summary, Jurisdictional Determination
- 2- Preliminary Field Walkdown with Owner
- 3- Pre-Final Plans, Construction Estimate, Permitting Summary, Utilities Review Summary, NPDES Permit Submittal Package (with SWPPP), OCRM CZC Certification Submittal Package, Joint SC/USACE Permit Application (NWP #14)
- 4- Final Plans, Specifications, Secured Permits, and Construction Cost Estimate issued for bidding and construction
- 5- Meeting Agenda and Minutes, Inspection/Testing Reports, Approved Pay Applications, and Project Closeout Documents as needed during construction phase.

ANTICIPATED PROJECT TIMELINE

Preliminary Design thru Plans and Submittals for Permitting – 60 days
Contingent time for Client Review of documents – 30 days
Secure Permits, Issue PS&E for Bidding – 75 days
Bidding and Award – TBD (estimated at 60 days)

Construction Duration – 3 months

<u>FEE:</u>	Task 1 – Engineering Design and Permitting:	\$ 47,300.00
	Task 2 – Construction Inspections and Administration:	\$ 27,800.00
	Total Engineering Services Not-to-Exceed (NTE)	\$ 75,100.00

ADDITIONAL SERVICES:

Dennis Corporation is a South Carolina headquartered Surveying, Civil Engineering and Construction Management firm offering a full range of professional services for public and private clients throughout the State.

DENNIS CORPORATION LIST OF SERVICES

SURVEY

- Topographic
- Hydrographic
- Boundary
- ALTA
- Pre-Construction
- Right-of-Way Platting
- Settlement Plate Monitoring
- Construction Layout & Staking
- As-Built & Record Drawing
- Cross-Slope Verification
- 3D Scanning

ENGINEERING

- Project / Program Management
- Master Planning
- Civil Infrastructure Engineering
- Land Planning & Site Design
- Water & Wastewater Design
- Water Resources Engineering
- Transportation Engineering
- Traffic Planning & Engineering
- Structural Engineering
- Environmental & Permitting Services
- Expert Witness Services

CONSTRUCTION MANAGEMENT

- Heavy Civil Construction Management
- Building Construction Management
- Construction Cost Estimating
- Value Engineering
- Scheduling
- Financial Management
- Bidding and Award Services
- Contract Administration
- Construction Engineering & Inspection (CEI)
- Vibration Monitoring
- Special Inspections (Chapter 1 & 17)

Please let me know if we may be able to provide any additional services that may be required in the future. Should you have any questions or need any additional information, do not hesitate to contact me directly at 803.227.8558 (office) or 803.360.5685 (mobile).

Sincerely,



Matt Hines, PE
Engineering Manager
DENNIS CORPORATION

Enclosed:
Attachment A – Fee Estimate (For Information Only)



Attachment 'A'
Dennis Corporation Engineering Fee
(For Information Only)
SUMMARY SHEET

Client: Georgetown County

Description: Simone Ct and Royal Pines Dr

		Direct Labor Costs	Direct Non-Labor Expenses	Total
Task 001	Engineering Design and Permitting	\$41,250.00	\$6,003.20	\$47,253.20
Task 002	Construction Inspection and Administratio	\$23,496.00	\$4,301.60	\$27,797.60
		\$64,746.00	\$10,304.80	\$75,050.80

CONFIDENTIAL

FIRM: Dennis Corporation

Date: November 8, 2019

Compiled By: Matt Hines

Approved By: Dan Dennis

Reviewed By: Mark Johnston

Task 001
Engineering Design and Permitting

Direct Labor Costs

Client	Georgetown County
Description	Simone Ct and Royal Pines Dr
Date	11/8/2019
Prepared By	Matt Hines

Principal in Charge	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Admin	Inspector (SCDOT Cert.)	Manhours	Description
							0	
	6	8					14	Project Admin and Client Coordination
							0	
			8	8			16	Initial Field Walkdown
							0	
				8			8	Utility Coordination
							0	
		2					2	Soil Sampling and Pavement Design (Summit)
							0	
		2					2	Wetlands Delineation and JD (Summit)
							0	
			0.5	8			8.5	Initial Mapping and Modeling
							0	
			5	40			45	Preliminary Design and Cost Estimate
							0	
			4	4			8	Preliminary QC Review
							0	
			1	4			5	Initial Permitting Summary and Utilities Review
							0	
			8				8	Field Design Review with Owner
							0	
			5	40			45	Final Design
							0	
			3	24			27	Stormwater / Erosion Control Design - SWPPP Preparation
							0	
			1	8			9	Traffic Control Design
							0	
			2	16			18	Plans and Estimate for Permitting
							0	
			4	4		4	12	Pre-Final QC Review
							0	
			8				8	Pre-Final Walkdown
							0	
			2	12			14	USACE No Permit Required or NWP Coordination
							0	
			2	12			14	Georgetown County Stormwater Permitting Coordination
							0	
			0.5	4			4.5	SCDHEC OCRM CZC Certification
							0	
			2	16			18	Plans, Specifications and Estimate for Bidding/Construction
							0	
			4	4			8	Final QC Review
							0	
							0	
							0	
							0	
							0	
							0	
0	6	12	60	212	0	4	294	TOTAL Task 001

Rates

\$190.00	\$150.00	\$150.00	\$150.00	\$120.00	\$60.00	\$90.00
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Total Direct Salary

\$0.00	\$900.00	\$1,800.00	\$9,000.00	\$25,440.00	\$0.00	\$360.00
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Total: \$37,500.00

Contingency (10%) \$3,750.00

TOTAL DIRECT LABOR COSTS

\$41,250.00

Task 001
Engineering Design and Permitting

Direct Non-Salary Costs

1. Travel

Site Visits:	4	visits @	260	miles/ visit	1040 miles
Misc. Trips:	0	months @	0	miles/ mo.	0 miles

Description	#		\$ per		Extended
Mileage:	1040	Miles @	\$0.580	/mile=	\$603.20
Air/Train Fare:	0	Roundtrip	\$0.00	/trip=	\$0.00
Lodging:	0	Nights @	\$110.00	/night=	\$0.00
Per Diem:	0	Days @	\$30.00	/day=	\$0.00

Total Travel: \$603.20

2. Postage

Description	#		\$ per		Extended
Express Mail	0	@	\$25.00	/delivery=	\$0.00
Regular Mail	0	@	\$0.44	/mailing=	\$0.00

Total Postage: \$0.00

3. Reproductions

Description	#		\$ per		Extended
8 1/2 x 11 sheets (b&w)	0	X	\$0.10	/sheet=	\$0.00
8 1/2 x 11 sheets (color)	500	X	\$0.50	/sheet=	\$250.00
11 x 17 color copies	200	X	\$0.75	/sheet=	\$150.00
24 x 36 plots	100	X	\$2.00	/sheet=	\$200.00
D-plot Scans (10 Sheets)	0	X	\$30.00	/set=	\$0.00
E-plot Scans (10 Sheets)	0	X	\$48.00	/set=	\$0.00

Total Reproductions: \$600.00

4. Testing

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Testing: \$0.00

5. Field Supplies

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Field Supplies: \$0.00

6. Other

Description	#		\$ per		Extended
Geotech Sub	1	X	\$3,500.00	/ea=	\$3,500.00
Wetlands Delineation Sub	1	X	\$1,300.00	/ea=	\$1,300.00
	0	X	\$0.00	/ea=	\$0.00

Total Other: \$4,800.00

TOTAL DIRECT NON-SALARY COSTS	\$6,003.20
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Direct Labor Costs

Georgetown County
Simone Ct and Royal Pines Dr
11/8/2019
Matt Hines

TOTAL DIRECT LABOR COSTS	\$23,496.00
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Task 002
Construction Inspection and Administration

Direct Non-Salary Costs

1. Travel

Site Visits:	2	visits @	260	miles/ visit	520 miles
Misc. Trips:	0	months @	0	miles/ mo.	0 miles

Description	#		\$ per		Extended
Mileage:	520	Miles @	\$0.580	/mile=	\$301.60
Inspection Trips:	30	Trips @	\$100.00	/trip=	\$3,000.00
Lodging:	0	Nights @	\$110.00	/night=	\$0.00
Per Diem:	0	Days @	\$30.00	/day=	\$0.00

Total Travel: \$3,301.60

2. Postage

Description	#		\$ per		Extended
Express Mail	0	@	\$25.00	/delivery=	\$0.00
Regular Mail	0	@	\$0.44	/mailing=	\$0.00

Total Postage: \$0.00

3. Reproductions

Description	#		\$ per		Extended
8 1/2 x 11 sheets (b&w)	0	X	\$0.10	/sheet=	\$0.00
8 1/2 x 11 sheets (color)	0	X	\$0.50	/sheet=	\$0.00
11 x 17 color copies	0	X	\$0.75	/sheet=	\$0.00
24 x 36 plots	0	X	\$2.00	/sheet=	\$0.00
D-plot Scans (10 Sheets)	0	X	\$30.00	/set=	\$0.00
E-plot Scans (10 Sheets)	0	X	\$48.00	/set=	\$0.00

Total Reproductions: \$0.00

4. Testing

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Testing: \$0.00

5. Field Supplies

Description	#		\$ per		Extended
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Field Supplies: \$0.00

6. Other

Description	#		\$ per		Extended
Testing	1	X	\$1,000.00	/ea=	\$1,000.00
	0	X	\$0.00	/ea=	\$0.00
	0	X	\$0.00	/ea=	\$0.00

Total Other: \$1,000.00

TOTAL DIRECT NON-SALARY COSTS	\$4,301.60
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Item Number: 7.a
Meeting Date: 1/28/2020
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-30 - An ordinance to adopt certain 2018 International Building Codes and other related building codes.

CURRENT STATUS:

The County currently utilizes the 2015 International Building Codes as adopted by the State, with the exception of the 2009 Energy Conservation Code and the 2017 National Electric Code.

POINTS TO CONSIDER:

1. This proposal is to adopt the 2018 International Residential Code for One and Two Family Dwellings, 2018 International Plumbing Code, 2018 International Fuel Gas Code, 2018 International Mechanical Code, 2018 International Fire Code, 2018 International Building Code, 2018 International Swimming Pool and Spa Code, Appendix Q of the IRR in it's entirety, 2009 International Energy Conservation Code, 2017 National Electric Code, ICC/ANSI A117.1, 2003 Edition and Georgetown County Fire Flow Guidelines.
2. Localities in South Carolina can adopt various building related codes after they are approved for adoption by the State. The above referenced codes have been approved by the State for local adoption. The 2009 International Energy Conservation Code has not changed since it was previously adopted. The 2017 National Electric Code is the most updated version of that code. Appendix Q. of the IRR relates to Building Code modifications for "tiny houses".

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve
2. Defer for further information
3. Deny
4. Approve an amended ordinance

STAFF RECOMMENDATIONS:

Public Hearing on Ordinance No. 19-30.

Recommendations regarding the adoption of this ordinance provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description

Type

- ▣ Ordinance No. 19-30 Adopt International Building Codes Ordinance

ORDINANCE NO: 19-30

AN ORDINANCE TO ADOPT INTERNATIONAL BUILDING CODES

An Ordinance entitled “Adopting by Reference, as published by the International Code Council, The International Building Code, The International Plumbing Code, The International Mechanical Code, The International Fuel Gas Code, The International Fire Code, The International Energy Conservation Code; The Standard Swimming Pool Code, The International Existing Building Code, The International Property Maintenance Code, The International Residential Code for use on one and two family dwellings only as published by the International Code Council, Inc. and the National Electric Code as published by the National Fire Protection Association”, as the building codes of the County of Georgetown, South Carolina.

Be it ordained by the County Council of Georgetown County:

Section 1

That Ordinance No. 2016-22, adopted August 23, 2016, be deleted in its entirety and this Ordinance be substituted therefore as a consolidation and update of the above previous Ordinance.

Section 2 – Specific Codes

The Codes shall be updated at every major change, which is normally every three years. Amendments shall be reviewed on an annual basis.

2.1 Building Codes:

The following codes as noted and as herein contained shall constitute and become an ordinance of the County of Georgetown:

- 2.1.1 The International Residential Code, 2018 Edition, with modifications**
- 2.1.2 The International Plumbing Code, 2018 Edition**
- 2.1.3 The International Fuel Gas Code, 2018 Edition, with modifications**
- 2.1.4 The International Mechanical Code, 2018 Edition**
- 2.1.5 The International Fire Code, 2018 Edition, with modifications**
- 2.1.6 The International Building Code, 2018 Edition, with modifications**
- 2.1.7 The International Energy Conservation Code, 2009 Edition**
- 2.1.8 The National Electric Code, 2017 Edition, with modifications**
- 2.1.9 The International Property Maintenance Code, 2018 Edition, with modification**
- 2.1.10 The International Existing Building Code, 2018 Edition**
- 2.1.11 The Standard Swimming Pool Code, 2018 Edition**
- 2.1.12 Fire Flow Guidelines as written by Georgetown County**
- 2.1.13 ICC/ANSI A117.1, 2017, Most recent edition adopted by the State**

2.2 Revisions Specific to the International Property Maintenance Code, 2018 Edition:

The following Sections are hereby revised as written below.

- 2.2.1 Chapter 1, Section 101.1, Title. shall read, “These regulations shall be known as the**

Maintenance Code of Georgetown County, South Carolina. Hereinafter referred to as “this code”.

- 2.2.2 Chapter 1, Section 103.5 Fees shall read, “The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

1. Initial inspection. - No charge.
2. If utilized, citation to Magistrates Court for overgrown lot. - **\$500**
3. If utilized, citation for unsafe structure. - \$500
4. If utilized, private contractor for yard cleaning. – Low bid plus \$200.
The County may utilize contractors previously approved for lawn or park maintenance.
5. If utilized, private contractor for structure removal. – Low bid plus \$300
6. If utilized, County staff and equipment for yard maintenance – Cost plus \$300
7. If utilized, County staff and equipment for structure removal – Cost plus \$300.

- 2.2.3 Chapter 3, Section 302.4 Weeds shall read, “All premises and exterior property shall be maintained free from weeds or plant growth in excess of twenty (20) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.”

- 2.2.4 Chapter 4, Section 304.14 Insect Screens shall read, “During the period from May 1st to November 1st, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any other areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

- 2.2.5 Chapter 6, Section 602.3 Heat Supply shall read, “Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1st to April 1st to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions: 1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code. 2. In areas where the average monthly temperature is above 30° F (-1° C) a minimum temperature of 65° F (18° C) shall be maintained.

- 2.2.6 Chapter 6, Section 602.4 Occupiable Work Spaces shall read, “Indoor occupiable work spaces shall be supplied with heat during the period from October 1st to April 1st to

maintain a temperature of not less than 65° F (18° C) during the period the spaces are occupied.”

Exceptions. 1. Processing, storage and operation areas that require cooling or special temperature conditions. 2. Areas in which persons are primarily engaged in vigorous physical activities.

2.3 Revision specific to the 2009 Energy Code.

- 2.3.1 Notwithstanding Section 402.4.3 of the 2009 Edition of the International Energy Conservation Code, new wood burning fireplaces shall have tight-fitting flue dampers and outdoor combustion air.

Section 3 – Administration

The administration procedures contained in Chapter 1 of the International Building Codes are hereby adopted as official policies and procedures for administration.

Section 4 – Text Changes:

1. National Electric Code, Section 230.70(a) change to read:
The service disconnecting means shall be installed at a readily accessible location outside of a building or structure.
Exception: The service disconnecting means may be located within a one hour fire rated enclosure with direct access to the exterior of the building at ground level.
2. National Electric Code, Section 310.2(b) add the following:
Except that only copper conductors shall be allowed beyond the main distribution panel.

Section 5 – Areas Governed:

This Ordinance shall govern all unincorporated areas within the County of Georgetown.

Section 6 – Building Department Established:

There is hereby established in the County of Georgetown a Building Department under the supervision of the Building Official of the County. The Building Official shall be appointed by the County Administrator and supervise the Building Department of the County. The Building Official shall report directly to the Director of Planning and Code Enforcement.

Section 7 – Building Inspector(s) – Appointment:

The Building Official, with the approval of the County Administrator, may appoint such number of inspectors, assistants and other employees as shall be authorized from time to time. Persons appointed shall, within reasonable time, obtain certifications and training appropriate to their responsibilities.

Section 8 – Fire Marshal Division Established:

There is hereby established three (3) Fire Marshal Divisions as Fire Districts (fire coverage areas). The Fire Divisions for the purpose of this Ordinance are to serve the unincorporated areas of Georgetown County.

1. The Georgetown County Fire Department comprising of that area bounded by Williamsburg, Horry and Charleston Counties and the Waccamaw River, including Sandy Island.
2. The Midway Fire Department bounded by the Waccamaw River, Atlantic Ocean, including Huntington Beach State Park and Brookgreen Gardens.
3. The Murrells Inlet-Garden City Fire Department bounded by the Waccamaw River, Atlantic Ocean, and the northern boundaries of Huntington Beach State Park, and Brookgreen Gardens.

The Fire Chiefs of each Fire Department shall serve as Fire Official. The Fire Chief may appoint person(s) qualified to serve as Fire Inspector(s). The Fire Inspectors shall have the same authority as the Fire Official.

Section 9 – Enforcement:

A. The Building Official shall enforce all codes referenced herein. Building Inspectors, Fire Inspectors, Plans Reviewers and any other persons appointed by the Building Official, Fire Official or County Administrator who will interpret any portion of the referenced codes shall make their reports to the Building Official. The Building Official shall use the concept of "Approvability" as a guide in this determination. This is defined as whether the issue meets the requirements and intent of the referenced code.

B. The Fire Department shall be responsible for the annual inspection of commercial property upon issuance of a Certificate of Occupancy by the Building Official. The Standard Fire Prevention Code and any referenced codes shall be the basis for the annual inspection.

Section 10 – Right of Entry:

The Building Official, Fire Official and/or their representatives may enter any building, structure or premises in the County to perform any duty imposed upon him/her by this code.

Section 11 – Plans and Specifications:

When work contemplated is regulated by this Ordinance and enforced by the Building Official, plans and specifications shall be submitted for review. All plans shall be of a quality and type to enable review agencies to determine compliance with the codes. Commercial projects of any size and type require three (3) sets of plans to be submitted to the Building Department for review, with one set for the appropriate Fire Official. Residential projects of any size and type require two (2) sets of plans to be submitted. Plans for commercial projects shall be reviewed within 10 working days and code issues will be noted. One and two family dwelling plans shall be reviewed within 5 working days and code issues will be noted. The Building Official may require additional time for the review process. Corrections must be made to the plans before a permit can be issued. Plans are not approved unless stamped by the Building Department, signed and dated.

Section 12 – Permitting:

1. A building permit is required if the work involves any referenced code or any county ordinance. No construction, remodeling, plumbing, electrical, mechanical or gas work, nor swimming pool construction or land development shall begin without securing the required permit from the Building Official or authorized representative.
2. Projects that are simply home improvements do not require a building permit. Home improvements are defined as painting, replacing windows and doors, repairing or replacing plumbing fixtures, replacing rotten wood, or any project necessary in the upkeep and maintenance of a single family dwelling.
3. Projects less than \$10,000 in value are required to obtain a building permit but are exempted from plan submittal and plan review requirements. Projects such as additions, porches, decks, garages, sheds, and open air agricultural buildings fall within this category.

Section 13 – Posting of Permit Card:

Work requiring a building permit shall not be commenced until the permit holder or his agent shall have posted the building permit card in front of the premises facing the public right-of-way. The permit shall be protected from weather and displayed to allow the inspector to record the required entries. The permit card shall be displayed until the work is completed and approved.

Section 14 – Inspections:

A. Inspections shall be made by authorized persons. They shall be routinely made at selected stages of construction, prescribed by written policy of the Building Department and listed on the permit cards. No inspection will be made unless the permit card is posted and an approved, stamped set of plans is on site and available to the inspector. A \$100.00 re-inspection fee must be paid to the Building Department before a re-inspection can be scheduled if the project is not ready for the requested inspection, if the premises are locked, or if the permit card and/or approved plans are not available.

B. Inspections shall be made on the next work day when possible upon request. Requests for next day inspections will be taken between 8:30 a.m. and 4:00 p.m., Monday through Friday, except official County holidays.

C. After each inspection, a notice shall be given to the permit holder as to approval or disapproval, listing all required corrections and code references. Electrical wiring shall not be covered or concealed until the work has been inspected and approved.

D. It shall be unlawful for any person to connect or reconnect any installation of electrical wiring, devices, appliances or equipment to a source of power supply without one of the following permits or certificates:

- (1) Construction Power Permit which allows power to be connected to a temporary power pole for construction purposes.

- (2) Mobile Home Certificate of Occupancy which allows connection to a power source.
- (3) Certificate of Occupancy which allows occupancy of the building or structure. This must be signed by the appropriate authority(s) before a building or structure or any portion thereof may be occupied. The certificate is required for all construction.
- (4) Certificate of Compliance allows electrical connection to a structure under construction but does not permit occupancy of the structure. This certificate is valid for a period of 90 days with one renewal permitted of an expiration time period approved by the Building Official. Failure to have a final inspection approved and a final certificate of occupancy issued within this time period will result in disconnection of electrical power.
- (5) Other certificates as required by codes.

E. Projects such as porches, decks, garages, sheds and open air agricultural buildings that are valued less than \$10,000 are exempt from inspections. However, all projects are subject to a final inspection to assure compliance with minimum Building and Zoning code requirements.

F. Additions, regardless of value, are subject to normal types of inspections required by the Building Official. Additions shall be defined as an increase to the original footprint of the dwelling.

Section 15 – Stop Work Order:

Upon notice from the Building Official or his/her agent that work on any building, structure or development is being done in violation to the provisions of this Ordinance or any other Ordinance or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work or posted in a conspicuous place at the job site. If an emergency exists, no written notice shall be required to be given by the Building Official.

Section 16 – Liability:

No officer or employee or member of the Construction Board of Adjustment and Appeals (a.k.a. Building Code Board of Appeals), charged with the enforcement of this code, acting for the County in the discharge of his/her duties, shall thereby render him/herself liable personally, and he/she is hereby relieved from all personal liability for any damage that may occur to person or property as a result of any act required or permitted in the discharge of his/her duties. Any suit brought against any officer or employee because of any act performed by him/her in the enforcement of any provisions of this code shall be defended by Georgetown County until the final termination of the proceedings.

Section 17 – Records:

The Building Official shall keep or cause to be kept a record of the business of the department. The department records shall be open to the public for inspection as required by Federal and State Law.

Section 18 – Validity:

If any section, part of a section, or provision of this Ordinance shall for any reason be declared by any competent authority to be unconstitutional or invalid for any other reason, such shall not affect the validity of the other provisions hereof.

Section 19 – Repeal of Conflicting Ordinances:

All Ordinances or parts of Ordinances of the County of Georgetown inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

Section 20 – Building Code Board of Appeals

(A) Review Responsibilities of the Code Update

The Building Code Board of Appeals shall review and propose amendments to all codes referred to in this Ordinance and shall within 60 days of receipt of proposed amendments if they are not adopted by Ordinance recommend in part or total, such amendments to the Georgetown County Council for final determination.

B) Appeals

The Board shall hear appeals to the decisions of the Building Official or Fire Official in the manner specified by the Building Code and the Board's by-laws.

Section 21 – Violations and Penalties:

Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who has undertaken any land development, or who shall erect, construct, alter, demolish or move any structure, or has erected, constructed, altered, repaired, moved or demolished a building or structure in violation of a detailed statement or drawing submitted and permitted thereunder, or in the absence of such shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction of any such violation such person shall be punished by a fine not to exceed **Five Hundred Dollars (\$500.00)** or imprisonment of not more than thirty days.

Section 22 – Fire Flow Guidelines:

Recognizing that varying conditions exist in Georgetown County regarding fire suppression water requirements and availability, this document establishes guidelines to be used to establish minimum standards for new construction, renovations and additions, as it relates to fire suppression.

A. Areas served by public water supply systems should follow these minimum standards:

1. All lines should be at least 6 inches in diameter except short extensions servicing fewer than four properties, provided all structures are within 500 feet of a fire hydrant. These short extensions may be sized based on commonly accepted engineering practices.
2. All lines except short extensions should be looped whenever practical.
3. In residential areas all dwellings shall be within 500 feet of a fire hydrant. In non-residential areas all structures shall be within 1,000 feet of a fire hydrant.
4. All water system extensions shall be required to include hydrants at spacings listed in #3 above.
5. As new structures and dwellings are constructed hydrants shall be added to conform to the standard in #3. The utility provider and property owner shall determine financial arrangements.

6. The minimum fire flow shall not be less than 1,000 GPM. However, flows beyond this minimum may be required for certain occupancies as well as types of construction. Projects requiring increased fire flows should discuss with the appropriate fire department alternatives which will help protect lives and structures. Fire flows less than 1,000 GPM may require additional water sources or construction methods. The Building Official shall review these and determine if a permit is to be issued.
- B. Areas without public water supply systems but having alternate water sources:
1. The fire department shall identify alternate water sources such as streams, ponds, etc. within two (2) road miles of the structure.
 2. The alternate water sources shall be equipped with dry hydrants when practical.
 3. Cost of the dry hydrant shall be the responsibility of the project owner but the County Public Works Department will install the dry hydrant and maintain it and it will be available for Fire Department usage.
 4. If there is no water source available with 2 miles, see Section C.
- C. Areas without a public water supply system and lacking alternate water sources:
1. Since the mission of the Fire Service is to save lives and protect property, design and construction must address the lack of adequate water for fire suppression.
 2. Because these areas present unique challenges to the Fire Service, any project should involve the Fire Service during the planning stage. There are a number of options which can result in a safer building with lower insurance costs. These may include but are not limited to:
 - a. Change the construction to a more fire resistant type.
 - b. Decrease the building size.
 - c. Provide fire walls within the footprint of the building.
 3. Owners who elect to build in these areas must recognize the lack of water will limit the Fire Department's ability to extinguish a fire.

Section 23 – Effective Date

This Ordinance shall become effective immediately upon adoption in accordance with State law. Submissions received after these dates must comply with the most current codes.

DONE, RATIFIED AND ADOPTED THIS 28th DAY OF JANUARY, 2020.

John Thomas, Chairman
Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 19-30, 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:

FOR INFORMATION: The Building Official is also charged by State Law to enforce additional regulations as follows:

- Section 40-59-10 relating to licensing of Residential Builders, Commercial Builders, and Specialty Contractors.

Item Number: 7.b
Meeting Date: 1/28/2020
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-31 - An Ordinance to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Wachesaw Road in Murrells Inlet, this particular parcel being approximately 1 acre designated as TMS No.41-0181-093-00-00. Georgetown County Council has been approached by the Grantor's assigned entity in an effort to reacquire the property.

OPTIONS:

1. Adoption of Ordinance No. 19-31 to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

2. Do not adopt Ordinance No. 19-31 to declare an approximately 1 acre parcel of land located in Murrells Inlet as surplus.

STAFF RECOMMENDATIONS:

Public Hearing on Ordinance No. 19-31.

Recommendations regarding the adoption of this ordinance provided under separate report.

ATTACHMENTS:

Description	Type
▣ Ordinance No. 19-31 To declare as surplus approximately 1 acre on Wachesaw Road	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #19-31

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 1 ACRE PORTION OF LAND LOCATED IN THE MURRELLS INLET COMMUNITY, BEARING GEORGETOWN COUNTY TMS# 41-0181-093-00-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE PROPERTY IN THE MANNER AS PRESCRIBED IN THE 1987 ORDINANCE CONVEYING THE PROPERTY TO GEORGETOWN COUNTY

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Wachesaw Road in Murrells Inlet, this particular parcel being approximately 1 acre designated as TMS: 41-0181-093-00-00; and

WHEREAS, Georgetown County Council has been approached by the Grantor's assigned entity in an effort to reacquire the property; and

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

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

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 1 ACRE PORTION OF TMS# 41-0181-093-00-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH THE STIPULATIONS OF THE GRANTING DEED.

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. #19-31 , has been reviewed by me and is hereby approved as to form and legality.

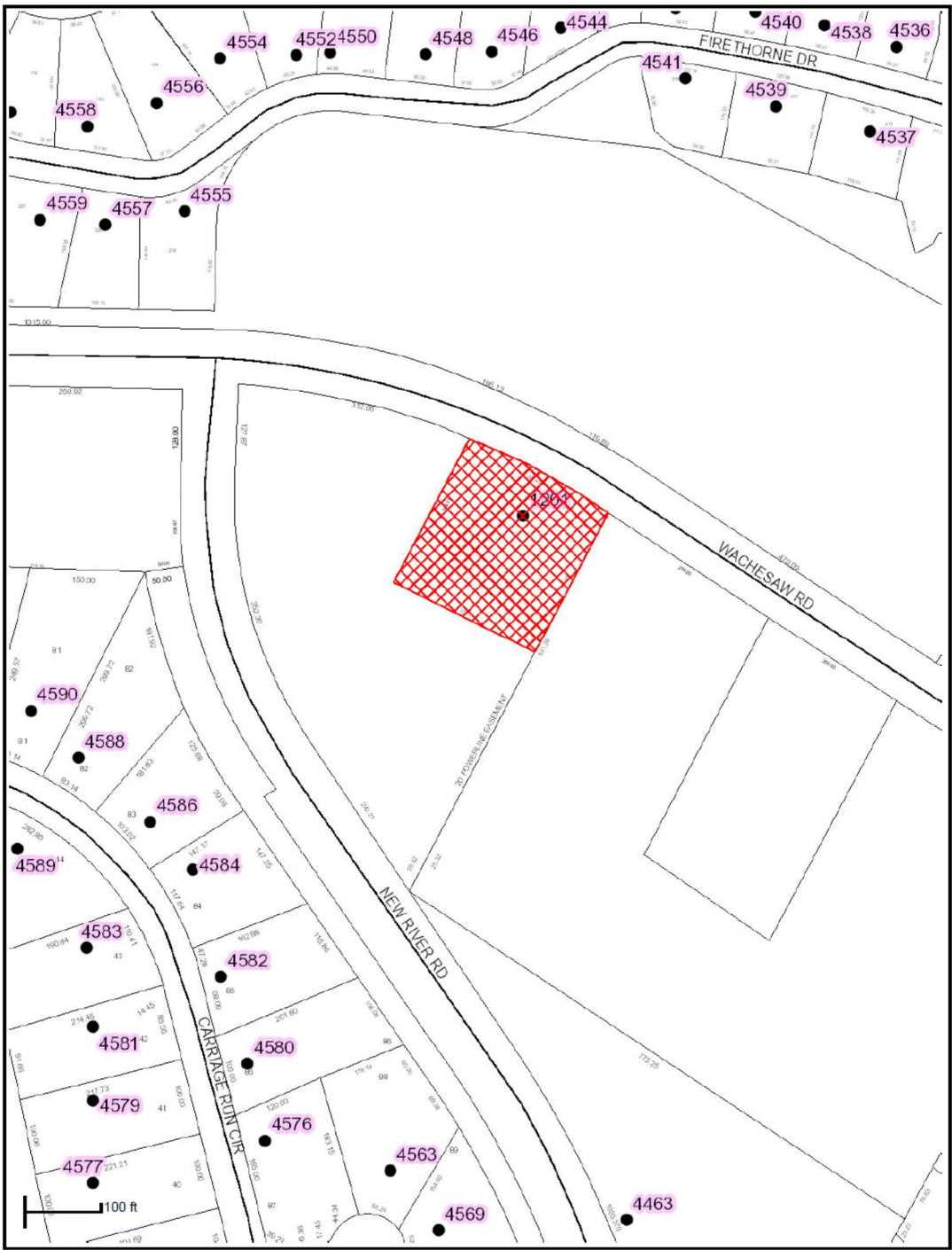
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2019

Second Reading: _____, 2019

Third Reading: _____, 2019

EXHIBIT A



Item Number: 8.a
Meeting Date: 1/28/2020
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Georgetown County Alcohol & Drug Abuse Commission

CURRENT STATUS:

Pending appointment to the Georgetown County Alcohol & Drug Abuse Commission representing Council District 4.

POINTS TO CONSIDER:

Council Vice Chair, Lillie Jean Johnson, has nominated **Ethel B. Bellamy** to serve on the Georgetown County Alcohol & Drug Abuse Commission representing Council District 4. If appointed, Ms. Bellamy's term of service will end on March 15, 2023.

OPTIONS:

1. Ratify the appointment of Ethel B. Bellamy (representing Council Dist. 4), to serve on the Georgetown County Alcohol & Drug Abuse Commission.
2. Do not ratify this appointment to the Georgetown County Alcohol & Drug Abuse Commission.

STAFF RECOMMENDATIONS:

Recommendation to ratify the appointment of **Ethel B. Bellamy** (representing Council Dist.4), to the Georgetown County Alcohol & Drug Abuse Commission.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Alcohol & Drug Abuse Commission E Bellamy	Backup Material



QUESTIONNAIRE FOR BOARD / COMMISSION PLEASE PRINT

Dist 4
1/28

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

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

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

Name: Ethel Blake Bellamy
[First] [Middle/Maiden] [Last]

Home Address: 1104 Cuttino St, Georgetown, SC 29440

Home Phone: 843-527-2295 Work Phone: None Cell Phone: 843-543-0854

Email Address: e1bb52@yahoo.com

Permanent resident of Georgetown County? ☒ YES / NO Registered Voter in Georgetown County? ☒ YES / NO
Occupation: Retired Present Employer: SC Dept. Mental Health
(If retired, most recent employer)

Employer Address: 164 Waccamaw Medical Park Drive, Conway SC 29526

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

☐ Some High School ☐ High School Graduate/GED ☐ Some College ☒ College Graduate

Professional Degree [please specify] MA. (HRD/counseling) L.P.C./S

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

[If yes, please list]: _____

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

[If yes, please list]: _____

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

[If yes, please list]: _____

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission:

40 years experience in mental health profession providing administrative and counseling services -

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

E.B. Bellamy 1-12-2020
Applicant Signature Date

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

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

Item Number: 9.a
Meeting Date: 1/28/2020
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Resolution No. 20-02 - To Create a Capital Project Sales Tax Commission to be created in accordance with §4-10-320 of the South Carolina Code of Laws.

POINTS TO CONSIDER:

South Carolina Code of Laws, §4-10-310, grants counties the authority to impose a Capital Project Sales and Use Tax, however, the levy of such tax must be approved in a referendum held at the time of a general election.

South Carolina Code of Laws, §4-10-320, authorizes Georgetown County Council to create a Capital Project Sales Commission.

A referendum will be held at the time of the general election on November 3, 2020

OPTIONS:

1. Adopt Resolution No. 20-02.
2. Do not adopt Resolution No. 20-02.

STAFF RECOMMENDATIONS:

Recommendation to adopt Resolution No. 20-02 to Create a Capital Project Sales Tax Commission to be created in accordance with §4-10-320 of the South Carolina Code of Laws.

ATTACHMENTS:

Description	Type
□ Resolution No 20-02 To Create a Capital Project Sales Tax Commission	Resolution Letter

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

RESOLUTION NO: 20-02

BE IT RESOLVED, by the Georgetown County Council that a Capital Project Sales Tax Commission is hereby created for Georgetown County; and

BE IT FURTHER RESOLVED, the Capital Project Sales Tax Commission shall be constituted in accordance with South Carolina Code of Laws §4-10-320, as amended; and

BE IT FURTHER RESOLVED, the function of the commission shall be to consider and recommend capital projects to be funded via a capital project sales tax and to formulate the referendum question as it will appear on the ballot of the 2020 general election to be held in Georgetown County; and

BE IT FINALLY RESOLVED, the commission created by this Resolution in accordance with Article 3 of Chapter 10 found in Title 4 of the South Carolina Code of Laws is hereby authorized to exercise all the powers and duties set forth therein.

Adopted this 28th day of January, 2020 by the Georgetown County Council.

GEORGETOWN COUNTY COUNCIL

John W. Thomas, Chairman

Lillie Jean Johnson, Vice Chair

Ron L. Charlton, District 2

Everett Carolina, District 3

Raymond Newton, District 5

Steve Goggans, District 6

Louis R. Morant, District 7

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 10.a
Meeting Date: 1/28/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-30 - An ordinance to adopt certain 2018 International Building Codes and other related building codes.

CURRENT STATUS:

The County currently utilizes the 2015 International Building Codes as adopted by the State, with the exception of the 2009 Energy Conservation Code and the 2017 National Electric Code.

POINTS TO CONSIDER:

1. This proposal is to adopt the 2018 International Residential Code for One and Two Family Dwellings, 2018 International Plumbing Code, 2018 International Fuel Gas Code, 2018 International Mechanical Code, 2018 International Fire Code, 2018 International Building Code, 2018 International Swimming Pool and Spa Code, Appendix Q of the IRR in its entirety, 2009 International Energy Conservation Code, 2017 National Electric Code, ICC/ANSI A117.1, 2003 Edition and Georgetown County Fire Flow Guidelines.
2. Localities in South Carolina can adopt various building related codes after they are approved for adoption by the State. The above referenced codes have been approved by the State for local adoption. The 2009 International Energy Conservation Code has not changed since it was previously adopted. The 2017 National Electric Code is the most updated version of that code. Appendix Q. of the IRR relates to Building Code modifications for "tiny houses".

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve
2. Defer for further information
3. Deny
4. Approve an amended ordinance

STAFF RECOMMENDATIONS:

Staff recommends adopting these State approved codes.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 19-30 Adopt International Building Codes	Ordinance

ORDINANCE NO: 19-30

AN ORDINANCE TO ADOPT INTERNATIONAL BUILDING CODES

An Ordinance entitled “Adopting by Reference, as published by the International Code Council, The International Building Code, The International Plumbing Code, The International Mechanical Code, The International Fuel Gas Code, The International Fire Code, The International Energy Conservation Code; The Standard Swimming Pool Code, The International Existing Building Code, The International Property Maintenance Code, The International Residential Code for use on one and two family dwellings only as published by the International Code Council, Inc. and the National Electric Code as published by the National Fire Protection Association”, as the building codes of the County of Georgetown, South Carolina.

Be it ordained by the County Council of Georgetown County:

Section 1

That Ordinance No. 2016-22, adopted August 23, 2016, be deleted in its entirety and this Ordinance be substituted therefore as a consolidation and update of the above previous Ordinance.

Section 2 – Specific Codes

The Codes shall be updated at every major change, which is normally every three years. Amendments shall be reviewed on an annual basis.

2.1 Building Codes:

The following codes as noted and as herein contained shall constitute and become an ordinance of the County of Georgetown:

- 2.1.1 The International Residential Code, 2018 Edition, with modifications**
- 2.1.2 The International Plumbing Code, 2018 Edition**
- 2.1.3 The International Fuel Gas Code, 2018 Edition, with modifications**
- 2.1.4 The International Mechanical Code, 2018 Edition**
- 2.1.5 The International Fire Code, 2018 Edition, with modifications**
- 2.1.6 The International Building Code, 2018 Edition, with modifications**
- 2.1.7 The International Energy Conservation Code, 2009 Edition**
- 2.1.8 The National Electric Code, 2017 Edition, with modifications**
- 2.1.9 The International Property Maintenance Code, 2018 Edition, with modification**
- 2.1.10 The International Existing Building Code, 2018 Edition**
- 2.1.11 The Standard Swimming Pool Code, 2018 Edition**
- 2.1.12 Fire Flow Guidelines as written by Georgetown County**
- 2.1.13 ICC/ANSI A117.1, 2017, Most recent edition adopted by the State**

2.2 Revisions Specific to the International Property Maintenance Code, 2018 Edition:

The following Sections are hereby revised as written below.

- 2.2.1 Chapter 1, Section 101.1, Title. shall read, “These regulations shall be known as the**

Maintenance Code of Georgetown County, South Carolina. Hereinafter referred to as “this code”.

- 2.2.2 Chapter 1, Section 103.5 Fees shall read, “The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

1. Initial inspection. - No charge.
2. If utilized, citation to Magistrates Court for overgrown lot. - **\$500**
3. If utilized, citation for unsafe structure. - \$500
4. If utilized, private contractor for yard cleaning. – Low bid plus \$200.
The County may utilize contractors previously approved for lawn or park maintenance.
5. If utilized, private contractor for structure removal. – Low bid plus \$300
6. If utilized, County staff and equipment for yard maintenance – Cost plus \$300
7. If utilized, County staff and equipment for structure removal – Cost plus \$300.

- 2.2.3 Chapter 3, Section 302.4 Weeds shall read, “All premises and exterior property shall be maintained free from weeds or plant growth in excess of twenty (20) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.”

- 2.2.4 Chapter 4, Section 304.14 Insect Screens shall read, “During the period from May 1st to November 1st, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any other areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

- 2.2.5 Chapter 6, Section 602.3 Heat Supply shall read, “Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 1st to April 1st to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions: 1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code. 2. In areas where the average monthly temperature is above 30° F (-1° C) a minimum temperature of 65° F (18° C) shall be maintained.

- 2.2.6 Chapter 6, Section 602.4 Occupiable Work Spaces shall read, “Indoor occupiable work spaces shall be supplied with heat during the period from October 1st to April 1st to

maintain a temperature of not less than 65° F (18° C) during the period the spaces are occupied.”

Exceptions. 1. Processing, storage and operation areas that require cooling or special temperature conditions. 2. Areas in which persons are primarily engaged in vigorous physical activities.

2.3 Revision specific to the 2009 Energy Code.

- 2.3.1 Notwithstanding Section 402.4.3 of the 2009 Edition of the International Energy Conservation Code, new wood burning fireplaces shall have tight-fitting flue dampers and outdoor combustion air.

Section 3 – Administration

The administration procedures contained in Chapter 1 of the International Building Codes are hereby adopted as official policies and procedures for administration.

Section 4 – Text Changes:

1. National Electric Code, Section 230.70(a) change to read:
The service disconnecting means shall be installed at a readily accessible location outside of a building or structure.
Exception: The service disconnecting means may be located within a one hour fire rated enclosure with direct access to the exterior of the building at ground level.
2. National Electric Code, Section 310.2(b) add the following:
Except that only copper conductors shall be allowed beyond the main distribution panel.

Section 5 – Areas Governed:

This Ordinance shall govern all unincorporated areas within the County of Georgetown.

Section 6 – Building Department Established:

There is hereby established in the County of Georgetown a Building Department under the supervision of the Building Official of the County. The Building Official shall be appointed by the County Administrator and supervise the Building Department of the County. The Building Official shall report directly to the Director of Planning and Code Enforcement.

Section 7 – Building Inspector(s) – Appointment:

The Building Official, with the approval of the County Administrator, may appoint such number of inspectors, assistants and other employees as shall be authorized from time to time. Persons appointed shall, within reasonable time, obtain certifications and training appropriate to their responsibilities.

Section 8 – Fire Marshal Division Established:

There is hereby established three (3) Fire Marshal Divisions as Fire Districts (fire coverage areas). The Fire Divisions for the purpose of this Ordinance are to serve the unincorporated areas of Georgetown County.

1. The Georgetown County Fire Department comprising of that area bounded by Williamsburg, Horry and Charleston Counties and the Waccamaw River, including Sandy Island.
2. The Midway Fire Department bounded by the Waccamaw River, Atlantic Ocean, including Huntington Beach State Park and Brookgreen Gardens.
3. The Murrells Inlet-Garden City Fire Department bounded by the Waccamaw River, Atlantic Ocean, and the northern boundaries of Huntington Beach State Park, and Brookgreen Gardens.

The Fire Chiefs of each Fire Department shall serve as Fire Official. The Fire Chief may appoint person(s) qualified to serve as Fire Inspector(s). The Fire Inspectors shall have the same authority as the Fire Official.

Section 9 – Enforcement:

A. The Building Official shall enforce all codes referenced herein. Building Inspectors, Fire Inspectors, Plans Reviewers and any other persons appointed by the Building Official, Fire Official or County Administrator who will interpret any portion of the referenced codes shall make their reports to the Building Official. The Building Official shall use the concept of "Approvability" as a guide in this determination. This is defined as whether the issue meets the requirements and intent of the referenced code.

B. The Fire Department shall be responsible for the annual inspection of commercial property upon issuance of a Certificate of Occupancy by the Building Official. The Standard Fire Prevention Code and any referenced codes shall be the basis for the annual inspection.

Section 10 – Right of Entry:

The Building Official, Fire Official and/or their representatives may enter any building, structure or premises in the County to perform any duty imposed upon him/her by this code.

Section 11 – Plans and Specifications:

When work contemplated is regulated by this Ordinance and enforced by the Building Official, plans and specifications shall be submitted for review. All plans shall be of a quality and type to enable review agencies to determine compliance with the codes. Commercial projects of any size and type require three (3) sets of plans to be submitted to the Building Department for review, with one set for the appropriate Fire Official. Residential projects of any size and type require two (2) sets of plans to be submitted. Plans for commercial projects shall be reviewed within 10 working days and code issues will be noted. One and two family dwelling plans shall be reviewed within 5 working days and code issues will be noted. The Building Official may require additional time for the review process. Corrections must be made to the plans before a permit can be issued. Plans are not approved unless stamped by the Building Department, signed and dated.

Section 12 – Permitting:

1. A building permit is required if the work involves any referenced code or any county ordinance. No construction, remodeling, plumbing, electrical, mechanical or gas work, nor swimming pool construction or land development shall begin without securing the required permit from the Building Official or authorized representative.
2. Projects that are simply home improvements do not require a building permit. Home improvements are defined as painting, replacing windows and doors, repairing or replacing plumbing fixtures, replacing rotten wood, or any project necessary in the upkeep and maintenance of a single family dwelling.
3. Projects less than \$10,000 in value are required to obtain a building permit but are exempted from plan submittal and plan review requirements. Projects such as additions, porches, decks, garages, sheds, and open air agricultural buildings fall within this category.

Section 13 – Posting of Permit Card:

Work requiring a building permit shall not be commenced until the permit holder or his agent shall have posted the building permit card in front of the premises facing the public right-of-way. The permit shall be protected from weather and displayed to allow the inspector to record the required entries. The permit card shall be displayed until the work is completed and approved.

Section 14 – Inspections:

A. Inspections shall be made by authorized persons. They shall be routinely made at selected stages of construction, prescribed by written policy of the Building Department and listed on the permit cards. No inspection will be made unless the permit card is posted and an approved, stamped set of plans is on site and available to the inspector. A \$100.00 re-inspection fee must be paid to the Building Department before a re-inspection can be scheduled if the project is not ready for the requested inspection, if the premises are locked, or if the permit card and/or approved plans are not available.

B. Inspections shall be made on the next work day when possible upon request. Requests for next day inspections will be taken between 8:30 a.m. and 4:00 p.m., Monday through Friday, except official County holidays.

C. After each inspection, a notice shall be given to the permit holder as to approval or disapproval, listing all required corrections and code references. Electrical wiring shall not be covered or concealed until the work has been inspected and approved.

D. It shall be unlawful for any person to connect or reconnect any installation of electrical wiring, devices, appliances or equipment to a source of power supply without one of the following permits or certificates:

- (1) Construction Power Permit which allows power to be connected to a temporary power pole for construction purposes.

- (2) Mobile Home Certificate of Occupancy which allows connection to a power source.
- (3) Certificate of Occupancy which allows occupancy of the building or structure. This must be signed by the appropriate authority(s) before a building or structure or any portion thereof may be occupied. The certificate is required for all construction.
- (4) Certificate of Compliance allows electrical connection to a structure under construction but does not permit occupancy of the structure. This certificate is valid for a period of 90 days with one renewal permitted of an expiration time period approved by the Building Official. Failure to have a final inspection approved and a final certificate of occupancy issued within this time period will result in disconnection of electrical power.
- (5) Other certificates as required by codes.

E. Projects such as porches, decks, garages, sheds and open air agricultural buildings that are valued less than \$10,000 are exempt from inspections. However, all projects are subject to a final inspection to assure compliance with minimum Building and Zoning code requirements.

F. Additions, regardless of value, are subject to normal types of inspections required by the Building Official. Additions shall be defined as an increase to the original footprint of the dwelling.

Section 15 – Stop Work Order:

Upon notice from the Building Official or his/her agent that work on any building, structure or development is being done in violation to the provisions of this Ordinance or any other Ordinance or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent, or to the person doing the work or posted in a conspicuous place at the job site. If an emergency exists, no written notice shall be required to be given by the Building Official.

Section 16 – Liability:

No officer or employee or member of the Construction Board of Adjustment and Appeals (a.k.a. Building Code Board of Appeals), charged with the enforcement of this code, acting for the County in the discharge of his/her duties, shall thereby render him/herself liable personally, and he/she is hereby relieved from all personal liability for any damage that may occur to person or property as a result of any act required or permitted in the discharge of his/her duties. Any suit brought against any officer or employee because of any act performed by him/her in the enforcement of any provisions of this code shall be defended by Georgetown County until the final termination of the proceedings.

Section 17 – Records:

The Building Official shall keep or cause to be kept a record of the business of the department. The department records shall be open to the public for inspection as required by Federal and State Law.

Section 18 – Validity:

If any section, part of a section, or provision of this Ordinance shall for any reason be declared by any competent authority to be unconstitutional or invalid for any other reason, such shall not affect the validity of the other provisions hereof.

Section 19 – Repeal of Conflicting Ordinances:

All Ordinances or parts of Ordinances of the County of Georgetown inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency or conflict.

Section 20 – Building Code Board of Appeals

(A) Review Responsibilities of the Code Update

The Building Code Board of Appeals shall review and propose amendments to all codes referred to in this Ordinance and shall within 60 days of receipt of proposed amendments if they are not adopted by Ordinance recommend in part or total, such amendments to the Georgetown County Council for final determination.

B) Appeals

The Board shall hear appeals to the decisions of the Building Official or Fire Official in the manner specified by the Building Code and the Board's by-laws.

Section 21 – Violations and Penalties:

Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who has undertaken any land development, or who shall erect, construct, alter, demolish or move any structure, or has erected, constructed, altered, repaired, moved or demolished a building or structure in violation of a detailed statement or drawing submitted and permitted thereunder, or in the absence of such shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued, and upon conviction of any such violation such person shall be punished by a fine not to exceed **Five Hundred Dollars (\$500.00)** or imprisonment of not more than thirty days.

Section 22 – Fire Flow Guidelines:

Recognizing that varying conditions exist in Georgetown County regarding fire suppression water requirements and availability, this document establishes guidelines to be used to establish minimum standards for new construction, renovations and additions, as it relates to fire suppression.

- A. Areas served by public water supply systems should follow these minimum standards:
1. All lines should be at least 6 inches in diameter except short extensions servicing fewer than four properties, provided all structures are within 500 feet of a fire hydrant. These short extensions may be sized based on commonly accepted engineering practices.
 2. All lines except short extensions should be looped whenever practical.
 3. In residential areas all dwellings shall be within 500 feet of a fire hydrant. In non-residential areas all structures shall be within 1,000 feet of a fire hydrant.
 4. All water system extensions shall be required to include hydrants at spacings listed in #3 above.
 5. As new structures and dwellings are constructed hydrants shall be added to conform to the standard in #3. The utility provider and property owner shall determine financial arrangements.

6. The minimum fire flow shall not be less than 1,000 GPM. However, flows beyond this minimum may be required for certain occupancies as well as types of construction. Projects requiring increased fire flows should discuss with the appropriate fire department alternatives which will help protect lives and structures. Fire flows less than 1,000 GPM may require additional water sources or construction methods. The Building Official shall review these and determine if a permit is to be issued.
- B. Areas without public water supply systems but having alternate water sources:
1. The fire department shall identify alternate water sources such as streams, ponds, etc. within two (2) road miles of the structure.
 2. The alternate water sources shall be equipped with dry hydrants when practical.
 3. Cost of the dry hydrant shall be the responsibility of the project owner but the County Public Works Department will install the dry hydrant and maintain it and it will be available for Fire Department usage.
 4. If there is no water source available with 2 miles, see Section C.
- C. Areas without a public water supply system and lacking alternate water sources:
1. Since the mission of the Fire Service is to save lives and protect property, design and construction must address the lack of adequate water for fire suppression.
 2. Because these areas present unique challenges to the Fire Service, any project should involve the Fire Service during the planning stage. There are a number of options which can result in a safer building with lower insurance costs. These may include but are not limited to:
 - a. Change the construction to a more fire resistant type.
 - b. Decrease the building size.
 - c. Provide fire walls within the footprint of the building.
 3. Owners who elect to build in these areas must recognize the lack of water will limit the Fire Department's ability to extinguish a fire.

Section 23 – Effective Date

This Ordinance shall become effective immediately upon adoption in accordance with State law. Submissions received after these dates must comply with the most current codes.

DONE, RATIFIED AND ADOPTED THIS 28th DAY OF JANUARY, 2020.

John Thomas, Chairman
Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 19-30, 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:

FOR INFORMATION: The Building Official is also charged by State Law to enforce additional regulations as follows:

- Section 40-59-10 relating to licensing of Residential Builders, Commercial Builders, and Specialty Contractors.

Item Number: 10.b
Meeting Date: 1/28/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-31 - An Ordinance to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Wachesaw Road in Murrells Inlet, this particular parcel being approximately 1 acre designated as TMS No.41-0181-093-00-00. Georgetown County Council has been approached by the Grantor's assigned entity in an effort to reacquire the property.

OPTIONS:

1. Adoption of Ordinance No. 19-31 to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

2. Do not adopt Ordinance No. 19-31 to declare an approximately 1 acre parcel of land located in Murrells Inlet as surplus.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 19-31 to declare as surplus an approximately 1 acre portion of land located in the Murrells Inlet Community, bearing Georgetown County TMS #41-0181-093-00-00 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the 1987 Ordinance conveying the property to Georgetown County.

ATTACHMENTS:

Description	Type
□ Ordinance No. 19-31 To declare as surplus approximately 1 acre on Wachesaw Road	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #19-31

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 1 ACRE PORTION OF LAND LOCATED IN THE MURRELLS INLET COMMUNITY, BEARING GEORGETOWN COUNTY TMS# 41-0181-093-00-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE PROPERTY IN THE MANNER AS PRESCRIBED IN THE 1987 ORDINANCE CONVEYING THE PROPERTY TO GEORGETOWN COUNTY

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Wachesaw Road in Murrells Inlet, this particular parcel being approximately 1 acre designated as TMS: 41-0181-093-00-00; and

WHEREAS, Georgetown County Council has been approached by the Grantor's assigned entity in an effort to reacquire the property; and

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

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

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 1 ACRE PORTION OF TMS# 41-0181-093-00-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH THE STIPULATIONS OF THE GRANTING DEED.

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. #19-31 , has been reviewed by me and is hereby approved as to form and legality.

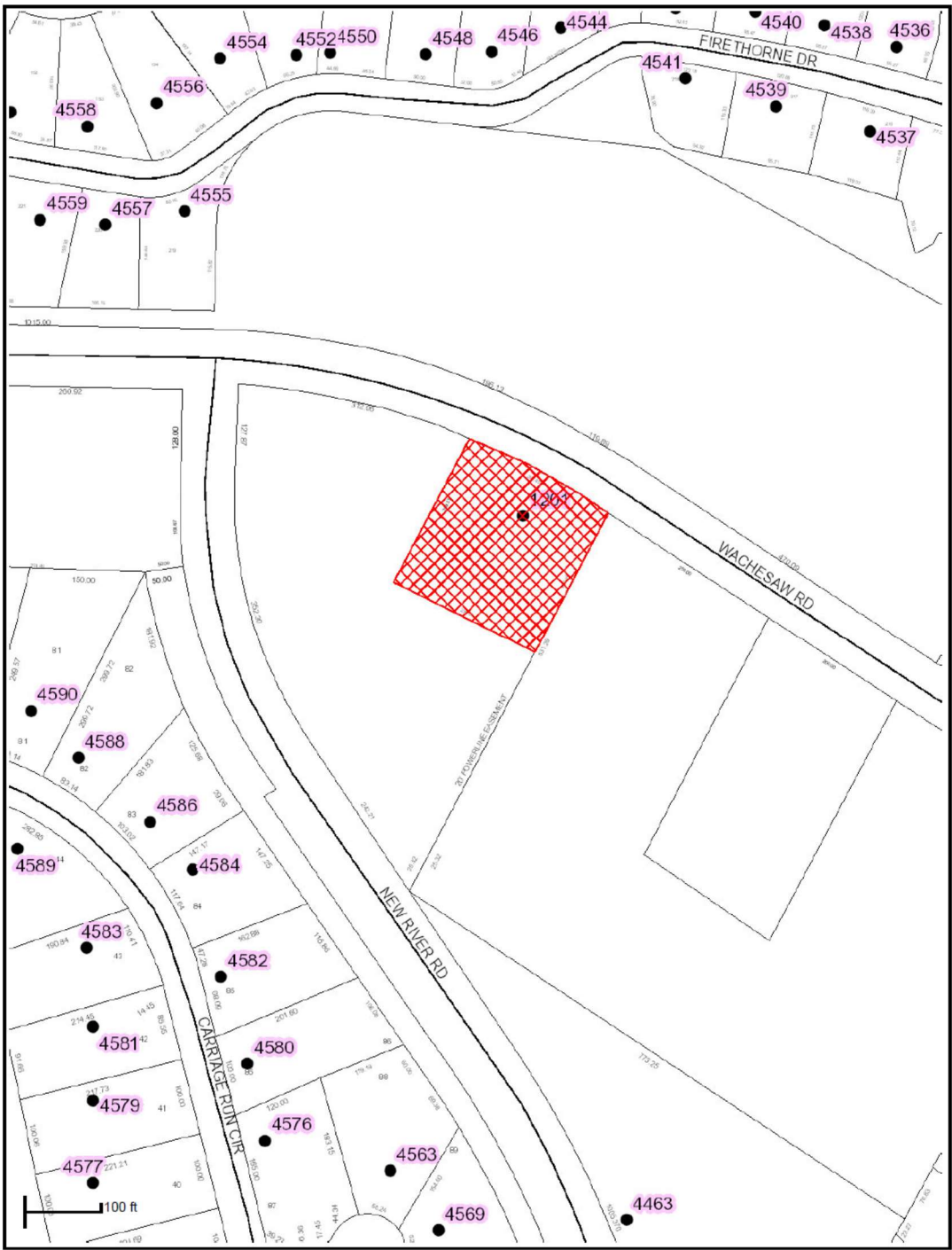
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2019

Second Reading: _____, 2019

Third Reading: _____, 2019

EXHIBIT A



Item Number: 11.a
Meeting Date: 1/28/2020
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

ORDINANCE 20-01 – TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND, FURTHER IDENTIFIED AS TAX MAP PARCELS TMS 04-0147A-012-02-00 and TMS 04-0147A-012-03-00, from MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

CURRENT STATUS:

The parcels are currently designated as medium density residential on the Future Land Use map.

POINTS TO CONSIDER:

1. The Planning Commission voted 6 to 0 to recommend approval to rezone TMS 04-0147a-012-02-00 and 04-0147a-012-03-00 from General Residential (GR) to General Commercial (GC).
2. The Commission also voted 6 to 0 to recommend approval to redesignate these parcels from medium residential to commercial.

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. 20-01 Amendment to Comprehensive Plan	Ordinance
<input type="checkbox"/> gray FLU attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-01

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY TWO PARCELS LOCATED ON ARCHER ROAD IN PAWLEYS ISLAND AND FURTHER IDENTIFIED AS TAX MAP PARCELS 04-0147A-012-02-00 AND 04-0147A-012-03-00, FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL

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 two parcels located on Archer Road in Pawleys Island and further identified as tax map parcels 04-0147a-012-02-00 and 04-0147a-012-03-00 from medium density residential to commercial.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2020.

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

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No.20-01, 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: _____

Rommie Gray Property FLU Map REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Rommie Gray

— Lot Lines

— Railroads

◆ Landmarks

Future Landuse

FUTURE_LAN

— CITY OF GEORGETOWN

— COMMERCIAL

— CONSERVATION PRESERVATION

— EASEMENT

— HIGH DENSITY RESIDENTIAL

— INDUSTRIAL

— LOW DENSITY RESIDENTIAL

— MEDIUM DENSITY RESIDENTIAL

— POND

— PRIVATE RECREATIONAL

— PUBLIC RECREATIONAL

— PUBLIC/SEMI-PUBLIC

— TOWN OF ANDREWS

— TOWN OF PI

— TRANSITIONAL

Municipalities

0 35 70 140 210 280 Feet

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



RESOLUTION

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

WHEREAS, Rommie Gray filed a request to rezone two parcels located south of Archer Road approximately 167 feet northwest of Geney Lane in Pawleys Island from General Residential (GR) to General Commercial (GC); and

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

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcels 04-0147A-012-02-00 and 04-0147A-012-03-00 as commercial.

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

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 11.b
Meeting Date: 1/28/2020
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-02 - To rezone two parcels located south of Archer Road, approximately 167 ft northwest of Geney Lane, in Pawleys Island (Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00) from General Residential (GR) to General Commercial (GC).

A rezoning request was received from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane in Pawleys Island. Tax Map Numbers 04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

CURRENT STATUS:

The property is currently zoned General Residential (GR) and is currently being used for storage.

POINTS TO CONSIDER:

1. The property is approximately 1.62 acres and is located south of Archer Road and northwest of Geney Lane in Pawleys Island.
2. The property is fenced and used for storage and GR zoning does not allow for open storage. The applicant owns adjacent property to the east which is the Grayman Storage Facility and he wishes to utilize these two lots for additional storage.
3. Surrounding zoning to the north, west and south is General Residential. Mr. Gray owns the property just east of these two properties and it is zoned General Commercial. Other properties along Archer Road going east towards Ocean Highway are zoned both General Residential and General Commercial. The surrounding uses in the area are both residential and commercial in nature.
4. The FLU map designates this property and the surrounding properties as medium density. A change to the Future Land Use map will be necessary.
5. Staff recommended approval for the proposed rezoning based on the adjacent GC zoning and uses to the east. Staff also recommended changing the FLU map from medium density residential to commercial.
6. The Planning Commission held a public hearing on this issue at their December 19th meeting. One resident inquired as to the public notice process for this item. The Commission voted 6 to 0 to recommend approval for the proposed zoning change and to amend the FLU map from medium density residential to commercial.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

	Description	Type
▣	Ordinance No 20-02 Rezoning Archer Road Pawleys Island	Ordinance
▣	gray rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-02

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBERS 04-0147A-012-02-00 AND 04-0147A-012-03-00 LOCATED ON ARCHER ROAD NORTHWEST OF GENEY LANE IN PAWLEYS ISLAND FROM GENERAL RESIDENTIAL (GR) TO GENERAL COMMERCIAL (GC).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBERS 04-0147A-012-02-00 AND 04-0147A-012-03-00 LOCATED ON ARCHER ROAD NORTHWEST OF GENEY LANE IN PAWLEYS ISLAND FROM GENERAL RESIDENTIAL (GR) TO GENERAL COMMERCIAL (GC) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John W. Thomas
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 20-02, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

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

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 04-0147A-012-02-00 ~~1~~
04-0147A-012-03-00

Street Address: ARCHER RD. - (No Street Numbers)

City / State / Zip Code: Pawleys Island, S.C. 29585
LOT 26-C = 0.58AC.

Lot Dimensions/ Lot Area: LOT 26-D = 0.46AC.

Plat Book / Page: PLAT SLIDE 3527 PAGE 89

Current Zoning Classification: GR

Proposed Zoning Classification: GC

Property Owner of Record:

Name: Rommie Gray
Address: P.O. Box 1742
City/ State/ Zip Code: Pawleys Island, S.C. 29585
Telephone/Fax Numbers: 843-458-7997
E-mail: rommiegray@yahoo.com
Signature of Owner / Date: [Signature] 10/28/19

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

Agent of Owner:

Name: Wendell C. Powers
Address: P.O. Box 376
City / State / Zip Code: Georgetown, S.C. 29442
Telephone/Fax: 843-546-4000
E-mail: georgetownsurvey@yahoo.com
Signature of Agent/ Date: Wendell Powers 10/28/19
Signature of Property Owner: [Signature]

Contact Information:

Name: Wendell C. Powers
Address: P.O. Box 376 Georgetown, S.C. 29442
843-344-0867
Phone / E-mail: georgetownsurvey@yahoo.com

Please provide the following information.

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

owner has adjacent property to east and desires
to utilize these two lots for commercial use.
contiguous property to east is zoned G.C.

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

Property Owners Within 400' of Rommie
Gray Rezoning Request on Archer Road

Robert I. Cox, Jr.
324 Pringle Ferry Rd.
Georgetown, S.C. 29440

Nati Barrientos
37 Geney Lane
Pawleys Island, S.C. 29585

Hazel T. H. Riddle
6161 Whiter Ave. #B
High Point, N.C. 27262-8049

Sampit River Investments, LLC
894 Trout Street
Georgetown, S.C. 29440

Robert Hammonds
444 Inwood Rd.
Asheboro, N.C. 27205

Sally G. Martin
1573 Cay Road
Loris, S.C. 29569

Ralph E. Routh
291 Archer Road
Pawleys Island, S.C. 29585

John C. Cusick
89 Geney Lane
Pawleys Island, S.C. 29585

Samuel K. Routh, Sr.
3769 Mack Lineberry Rd.
Franklinville, N.C. 27248

Marsha M. Harper, et al.
P.O. Box 68
Pawleys Island, S.C. 29585

Eric and Paula Trugdon
3742 Mack Lineberry Rd.
Franklinville, N.C. 27248

Pilco Properties LLC
P.O. Box 380
Pawleys Island, S.C. 29585

Sandra M. Hardee, et al
Frankie J. Carl
20 Harpoon Place
Pawleys Island, S.C. 29585

Christopher F. Baker
Carol E. Baker, Jr.
P.O. Box 106B
Georgetown, S.C. 29442

Chapman Properties of Florence, Inc.
P.O. Box 307
Pawleys Island, S.C. 29585

Frank Jenkins, et al
Henry Jenkins, Jr
c/o Vernon Jenkins
P.O. Box 897
Pawleys Island, S.C. 29585

Will Nesbit, Jr.
6201 Rosebud St.
Columbia, S.C. 29203

John L. & Jane B. Routh
P.O. Box 145
Denton, N.C. 27239

Jerry W. Eaddy
P.O. Box 3222
Pawleys Island, S.C. 29585

Richard Lee Roberts
302 Archer Rd.
Pawleys Island, S.C. 29585

Edward H. & Brenda G. Payne
P.O. Box 1698
Pawleys Island, S.C. 29585

David W. Routh et al
Leigh Ann R. Fowler
3062 Old Liberty Rd.
Randleman, N.C. 27317

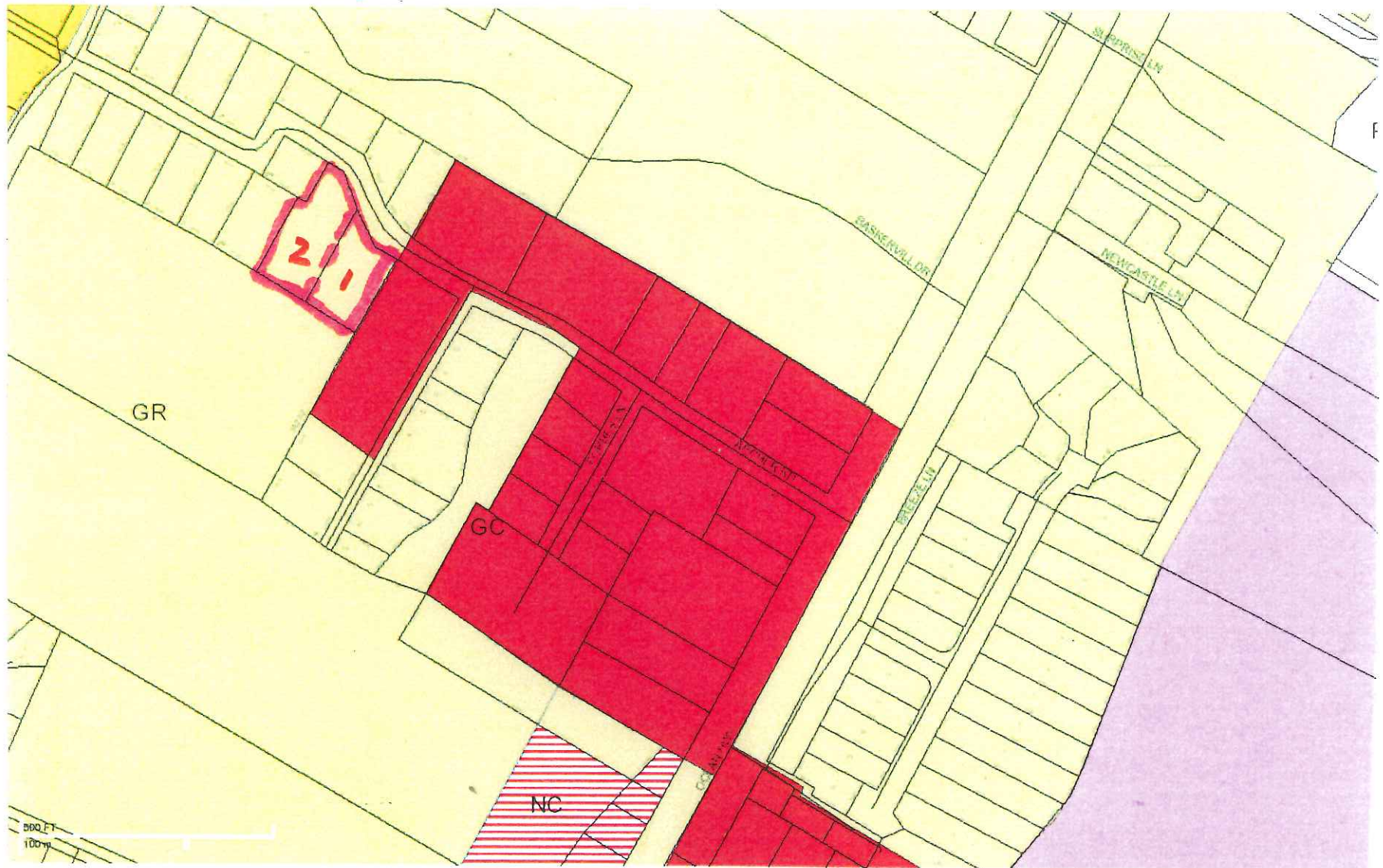
Robert E. Mims, Jr.
P.O. Box 900
Pawleys Island, S.C.
29585

Baskerville Housing Dev. Corp.
257 Baskerville Drive
Pawleys Island, S.C.
29585

Carlethia B. Baxter, et al
5037 Watergate Drive
Myrtle Beach, S.C.
29588

Holy Cross Faith Memorial
Episcopal Church
P.O. Box 990
Pawleys Island, S.C.
29585

EXISTING LOTS FOR REZONING



PROPOSED LOTS FOR REZONING

REFERENCES:

1. PLAT RECORDED IN PLAT BOOK EE PAGE 82
2. DEED RECORDED IN RECORD BOOK 114 PAGE 57 (LOT 26-A)
DEED RECORDED IN DEED BOOK 1742 PAGE 118 (LOT 26-C)

NOTES:

1. THIS PROPERTY IS LOCATED IN FLOOD ZONE X, PER F.I.R.M. COMMUNITY PANEL 450085 0278 E, DATED 10-16-92.

2. OWNER OF RECORD: ROMMIE GRAY
P.O. BOX 1285
PAWLEYS ISLAND, SC 29585

3. ZONED: GR
*BUILDING SETBACKS:
FRONT = 25'
SIDE = 10'
REAR = 20'

LOT WIDTH MIN. = 60'
MINIMUM AREA = 6,000 SQ.FT.

* SETBACKS TO BE VERIFIED BY GEORGETOWN 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.

I hereby certify that the subdivision plat shown here has been found to comply with the Land Development regulations for Georgetown County, South Carolina, with the exception of such variance, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Register of Deeds.

Dated 6/7/19
[Signature] Planning Signature
[Signature] Planning Signature



TIDEWATER
LAND SURVEYING LLC
36 NEW CASTLE LANE
PAWLEYS ISLAND, SC 29585



L. BRUCE ABBOTT SCPLS#29504
843-833-2190 Lbruceabbott@gmail.com

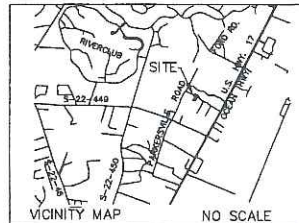
"I hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class II as specified therein; also there are no visible encroachments or projections other than shown."

LEGEND

I.P.F. - IRON PIPE FOUND
I.P.S. - IRON PIPE SET
I.R.F. - IRON REBAR/ROD FOUND
I.R.S. - IRON REBAR/ROD SET
C.M.F. - CONC. MON. FOUND
C.M.S. - CONC. MON. SET
CP - CALCULATED POINT



201900005749
Filed for Record in
GEORGETOWN SC
MARLENE MCCONNELL, REGISTER OF DEEDS
06-07-2019 AB-04-13-19 Lm.
PLAT/RECORD 10.00
Book 3527 Page 89 - 89
Marlene McConnell



CERTIFICATE OF OWNERSHIP AND DEDICATION

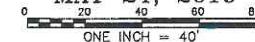
The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown and described hereon and that I (we) hereby adopt this plan (development/plat) with my (our) free consent and that I (we) dedicate all items as specifically shown or indicated on this Plat.

SIGNED _____ DATE _____
SIGNED _____ DATE _____

PLAT

OF A REVISION OF LOTS 26-A AND 26-C,
A.L. KING SUBDIVISION, WACCAMAW NECK,
SURVEYED FOR
ROMMIE GRAY
GEORGETOWN COUNTY, SOUTH CAROLINA
T.M.#04-0147A-012-00-00 (LOT 26-A) and
T.M.#04-0147A-012-02-00 (LOT 26-C)

MAY 24, 2019



Rommie Gray
Property Location
REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Rommie Gray

□ Lot Lines

— Railroads

◆ Landmarks

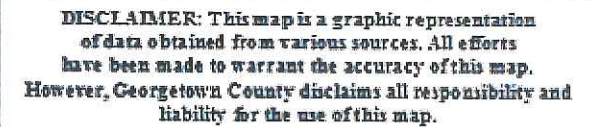
□ Municipalities

0 35 70 140 210 280 Feet

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



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Rommie Gray
Property Aerial
REZ 11-19-24166

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Rommie Gray

□ Lot Lines

— Railroads

◆ Landmarks

2017 Hi Res Imagery

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 35 70 140 210 280
Feet

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



NOTICE OF PUBLIC HEARING

A request from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane. TMS #04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

The Planning Commission will be reviewing this request on **Thursday, December 19, 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 Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org



NOTICE OF PUBLIC HEARING

PLEASE NOTE TIME CHANGE

A request from Wendell Powers as agent for Rommie Gray to rezone two parcels from General Residential (GR) to General Commercial (GC). The property is located south of Archer Road approximately 167 ft northwest of Geney Lane. TMS #04-0147A-012-02-00 and 04-0147A-012-03-00. Case Number REZ 11-19-24166.

The Planning Commission will be reviewing this request on **Thursday, December 19, 2019 at 4:00 p.m.** in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.

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

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

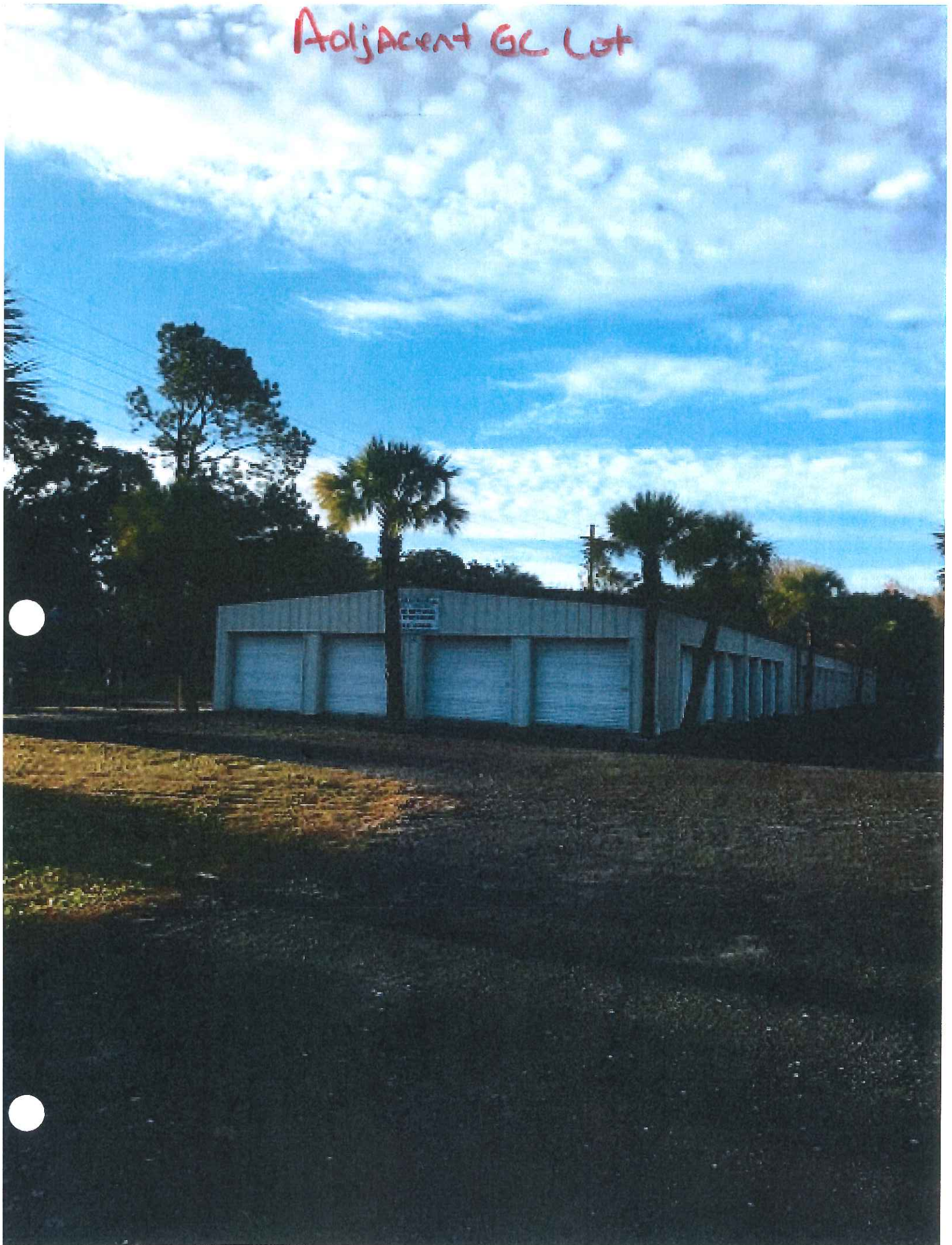
Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Adjacent GC Lot (2)



Adjacent GC Lot



Lot 1 (L)



Lot 1(2)



Lot 1 (3)



Lot 2 (1)



Lot 2(2)



Item Number: 11.c

Meeting Date: 1/28/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate located on Pond Road situate in Murrells Inlet, South Carolina. Horry Telephone Cooperative is desirous of extending an existing lease for another 10 years, with optional renewal periods for the purpose of maintaining a wireless communications tower.

Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to extend the lease agreement with the Lessee for another 10 years with associated renewal terms as evidenced in the Lease Agreement. An increase of 15% in rent will be exercised upon this renewal.

OPTIONS:

1. Adoption of Ordinance No. 20-03
2. Do not adopt Ordinance. No. 20-03

STAFF RECOMMENDATIONS:

Adoption of Ordinance No. 20-03 authorizing the term extension of an existing property lease on Pond Road for maintenance of a Horry Telephone Cooperative Inc. wireless communications tower.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> ORDINANCE NO. 20-03 - AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER	Ordinance
<input type="checkbox"/> Third Amendment - Pond Road Property Lease	Exhibit
<input type="checkbox"/> Pond Road Property Lease - Second Amendment	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-03

AN ORDINANCE AUTHORIZING THE TERM EXTENSION OF AN EXISTING LEASE ON POND ROAD FOR THE MAINTENANCE OF A HORRY TELEPHONE COOPERATIVE, INC. WIRELESS COMMUNICATIONS TOWER

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located on Pond Road situate in Murrells Inlet, South Carolina; and

WHEREAS, HTC is desirous of extending an existing lease for another 10 years, with optional renewal periods for the purpose of maintaining a wireless communications tower; and

WHEREAS, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to extend the lease agreement with the Lessee for another 10 years with associated renewal terms as evidenced in the Lease Agreement. Further, an increase of 15% in rent will be exercised upon this renewal; and

WHEREAS, a public hearing on said lease agreement was held _____, 2020.

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

That Georgetown County enter into the 3rd Amendment to the Lease Agreement, Exhibit A.

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 third reading final approval of this ordinance.

DONE, RATIFIED AND ADOPTED THIS 11th DAY OF FEBRUARY, 2020.

_____(Seal)
Chairman, Georgetown County Council

ATTEST:

Clerk to Council

This Ordinance, No 20-03, has been reviewed by me and is hereby approved as to form and legality.

Georgetown County Attorney

First Reading:

Second Reading:

Third Reading:

EXHIBIT A

Third Lease Amendment

This Third Lease Amendment(hereinafter the "Third Amendment") is executed this ____ day of _____, 2020 by and between the County of Georgetown ("Landlord") and Horry Telephone Cooperative, Inc. ("Tenant")

Witnesseth:

Whereas, Landlord and Tenant's Predecessor in Interest entered into that certain Option and Lease Agreement dated April 11, 1996 and a Memorandum and Amendment dated July 1, 1996 and a Second Memorandum dated March 1, 2006 (collectively, the "Lease") for the exclusive right to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, Landlord and Tenant desire to enter into this Third Amendment to extend the Term of the Lease, Increase the Rent payable by Tenant and to provide additional Renewal Options to Tenant;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. The parties agree to extend the term of the Lease for an additional ten (10) years, commencing on May 24, 2021;
2. Licensee shall have the option to extend the term of the Lease for four (4) additional consecutive ten (10) year periods beyond the ten year extension term.
3. The rent shall increase on May 24, 2021 by Fifteen Percent (15%) over the rent amount for the previous year and shall then increase by Fifteen Percent (15%) every Five (5) Years thereafter during the term and any extensions thereof.
4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. The Lease and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Third Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment under the seal the day and year first above written.

LANDLORD:

Witnesses

The County of Georgetown

By: _____

Name: _____

Its: _____

TENANT:

Witnesses

Horry Telephone Cooperative, Inc.

By: _____

Name: _____

Its: _____

Third Lease Amendment

This Third Lease Amendment(hereinafter the "Third Amendment") is executed this ____ day of _____, 2020 by and between the County of Georgetown ("Landlord") and Horry Telephone Cooperative, Inc. ("Tenant")

Witnesseth:

Whereas, Landlord and Tenant's Predecessor in Interest entered into that certain Option and Lease Agreement dated April 11, 1996 and a Memorandum and Amendment dated July 1, 1996 and a Second Memorandum dated March 1, 2006 (collectively, the "Lease") for the exclusive right to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, Landlord and Tenant desire to enter into this Third Amendment to extend the Term of the Lease, Increase the Rent payable by Tenant and to provide additional Renewal Options to Tenant;

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to be legally bound to this Third Amendment as follows:

1. The parties agree to extend the term of the Lease for an additional ten (10) years, commencing on May 24, 2021;
2. Licensee shall have the option to extend the term of the Lease for four (4) additional consecutive ten (10) year periods beyond the ten year extension term.
3. The rent shall increase on May 24, 2021 by Fifteen Percent (15%) over the rent amount for the previous year and shall then increase by Fifteen Percent (15%) every Five (5) Years thereafter during the term and any extensions thereof.
4. All remaining provisions of the Lease shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.
5. The Lease and this Third Amendment contain all agreements, promises or understandings between Landlord and Tenant and no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Lease and/or this Third Amendment shall be void and ineffective unless made in writing and signed by the parties. In the event any provision of the Lease and/or this Third Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Lease and/or this Third Amendment.

Signatures on Following Pages

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment under the seal the day and year first above written.

LANDLORD:

Witnesses

The County of Georgetown

By: _____

Name: _____

Its: _____

TENANT:

Witnesses

Horry Telephone Cooperative, Inc.

By: _____

Name: _____

Its: _____

Acknowledgements

State of South Carolina

County of _____

I, _____ a notary public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____ SEAL

State of South Carolina

County of _____

I, _____ a notary public for said County and State, certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____ Horry telephone Cooperative, Inc., a South Carolina Corporation and that by authority duly given as the act of Horry telephone Cooperative, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the ____ day of _____, 20__.

Notary Public

My Commission Expires : _____ SEAL

Second Lease Amendment

This Second Lease Amendment (hereinafter the "Amendment") is executed this 9th day of August, 2005 by and between the County of Georgetown ("Landlord") and HTC Communications, Inc. ("Tenant") *UC* *UC* *HA*

Witnesseth:

Whereas, Landlord and Gearon & Co., Inc ("Gearon") entered into that certain Option and Lease Agreement dated April 11, 1996 (as heretofore amended, the "Lease") for the exclusive right and option to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

Whereas, HTC Communications, Inc. *UC* *UC* *HA* is successor in interest to Gearon and is now the Tenant under the Lease;

Whereas, Landlord and Tenant desire to enter into this Amendment to provide Tenant with additional ground space to be added to the Tenant's Property as is approximately described in Exhibit A attached hereto and made a part hereof (the "Additional Ground Space") and to increase the rent payable by Tenant to Landlord;

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to include the Additional Ground Space as part of the Property under the terms and conditions of the Lease and to increase the rent as set forth herein;

Amendment to Lease Agreement

Landlord warrants that it is seized of good and marketable title to the Additional Ground Space and has the full power and authority to enter into and execute this Amendment and the full power and authority to lease the Additional Ground Space to Tenant.

Landlord hereby acknowledges that this Amendment shall constitute notice as required under the Lease that Tenant intends to sublease a portion of the Property and the Additional Ground Space to Cellco General Partnership (d/b/a Verizon), its successors and assigns.

Property: Effective as of the full execution hereof, the Property as defined in the Lease shall be hereby amended to include the Additional Ground Space as shown on Exhibit A hereto as part of the Property. Landlord may survey the Property and the survey shall then become Exhibit B to this Amendment which shall be attached hereto and made a part hereof and shall control in the event of any discrepancies between it and Exhibit A.

Rent: The rent shall be amended such that it is to be increased from the execution hereof forward by thirty-three percent (33%) of the amount originally called for under the Lease as it existed prior to this Amendment until the expiration or termination of the Lease or the termination of this Amendment, whichever occurs first.

Memorandum: At the request of Tenant, Landlord agrees to execute a memorandum or short form of the Agreement as amended in recordable form for the purpose of giving third parties notice thereof.

Termination: In addition to any termination rights provided in the Lease, Tenant may terminate this Amendment at any time after the execution hereof by delivery of written notice to Landlord immediately whereupon this Amendment shall be deemed of no further effect and the Leased Area and the Rent shall from such date forth be as set forth in the Lease as it existed prior to the execution of this Amendment.

Full Force and Effect: Except as modified herein, the Lease remains unchanged and in full force and effect.

Signatures on Following Pages

IN WITNESS WHEREOF, the undersigned have executed this Amendment under the seal the day and year first above written.

LANDLORD:

The County of Georgetown

By:

Name: Sel Hemingway

Its: Chairman

Witnesses
[Signature]
[Signature]

TENANT:

HTC Communications, Inc. ^{UC EKC}

By:

Name: Lowell K. Carter

Its: Authorized Representative

Witnesses
[Signature]
[Signature]

Acknowledgements

State of South Carolina

County of Georgetown

I, Elizabeth Goodale a notary public for said County and State, certify that sel Hemingway personally appeared before me this day and acknowledged that he/she is Council Chairman of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 2nd day of August, 20 .

Elizabeth J. Goodale
Notary Public

My Commission Expires : July 8, 2013 SEAL

State of South Carolina

County of Horry

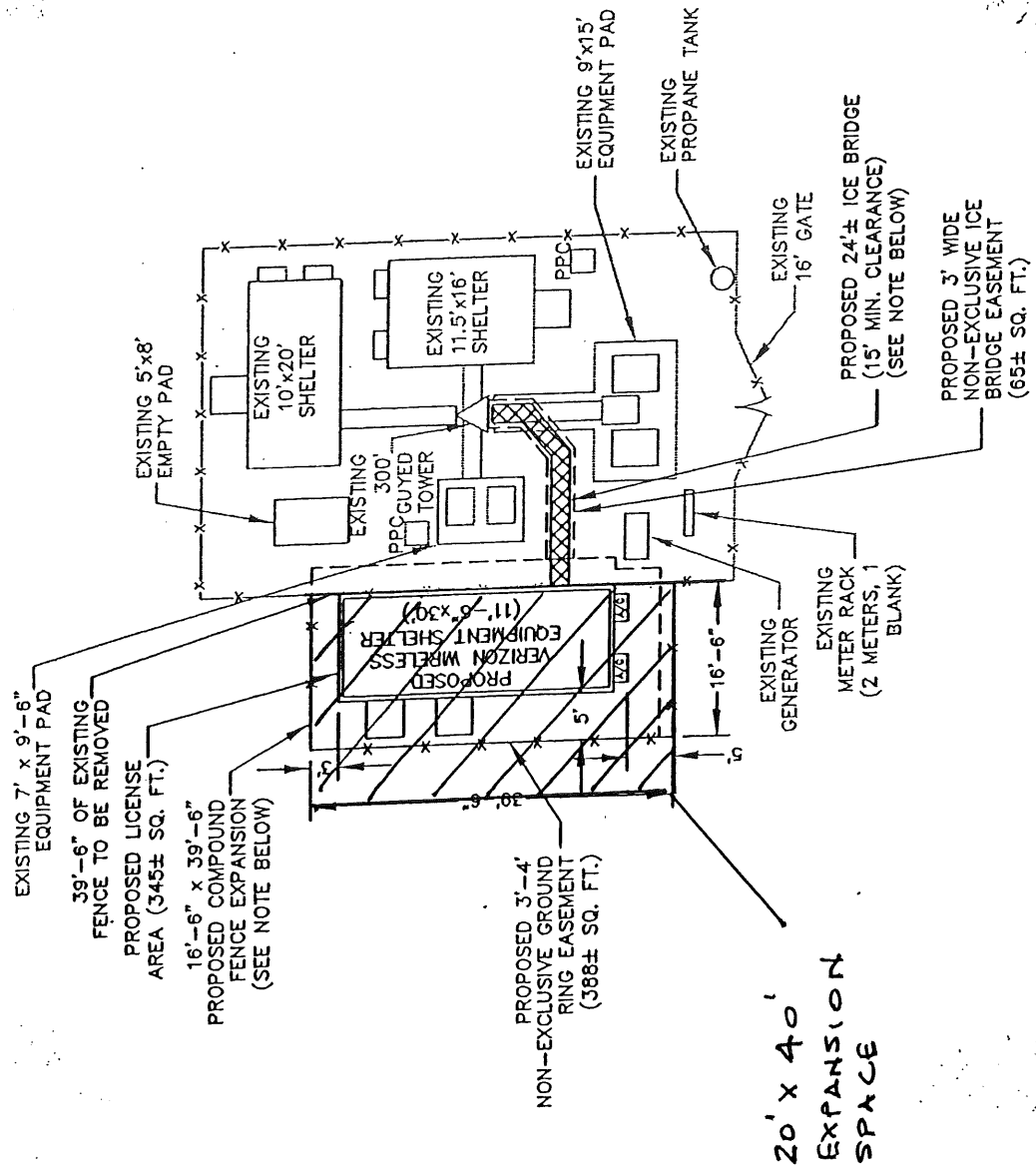
I, Dean Varner a notary public for said County and State, certify that Lowell Carter personally appeared before me this day and acknowledged that he/she is Authorized Representative of HTC Communications, Inc., a South Carolina Corporation and that by authority duly given as the act of HTC Communications, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 1 day of March, 2008.

[Signature]
Notary Public

My Commission Expires : 10/29/2007 SEAL

EXHIBIT A



State of South Carolina

County of Horry

Second Memorandum of Lease

The County of Georgetown (Landlord) hereby memorializes its lease to HTC Communications, Inc. (Tenant). *LLC LLC*

WITNESSETH:

WHEREAS, Landlord and Gearon & Co., Inc ("Gearon") entered into that certain Option and Lease Agreement dated April 11, 1996 (as heretofore amended, the "Lease") for the exclusive right and option to lease certain real property located in Georgetown County, SC together with certain rights of way as more particularly described therein (the "Property");

WHEREAS said Lease was amended by a MEMORANDUM OF LEASE AND AMENDMENT TO LEASE;

WHEREAS, HTC Communications, Inc. *LLC LLC* is successor in interest to Gearon and is now the Tenant under the Lease; and

WHEREAS, HTC Communications and the County of Georgetown executed a Second Amendment to Lease to increase the size of the Property.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Description of the Property: The Property leased to Tenant has been increased in size as shown on Exhibit A attached hereto and incorporated herein by reference.

The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby and to modify the legal description of the subject property to be as shown on Exhibit A, attached hereto and incorporated herein by reference all of which are hereby confirmed.

Signatures on Following Page

IN WITNESS WHEREOF, the undersigned have executed this Memorandum under the seal the day and year first above written.

LANDLORD:

The County of Georgetown

By: Sei Hemingway

Name: Sei Hemingway

Its: Chairman

Witnesses

William J. J. J.
Lucinda J. J.

TENANT:

HTC Communications, Inc. ^{UC UC AA}

By: Lowell K. Carter

Name: Lowell K. Carter

Its: Authorized Representative

Witnesses

E. J. J.
E. J. J.

Acknowledgements

State of South Carolina

County of Georgetown

I, Elizabeth Goodale a notary public for said County and State, certify that Sel Hemingway personally appeared before me this day and acknowledged that he/she is Council Chairman of the County of Georgetown and that by authority duly given as the act of Georgetown County, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 9th day of August, 2005.

Elizabeth G. Goodale
Notary Public

My Commission Expires : July 8, 2013 SEAL

State of South Carolina

County of Horry

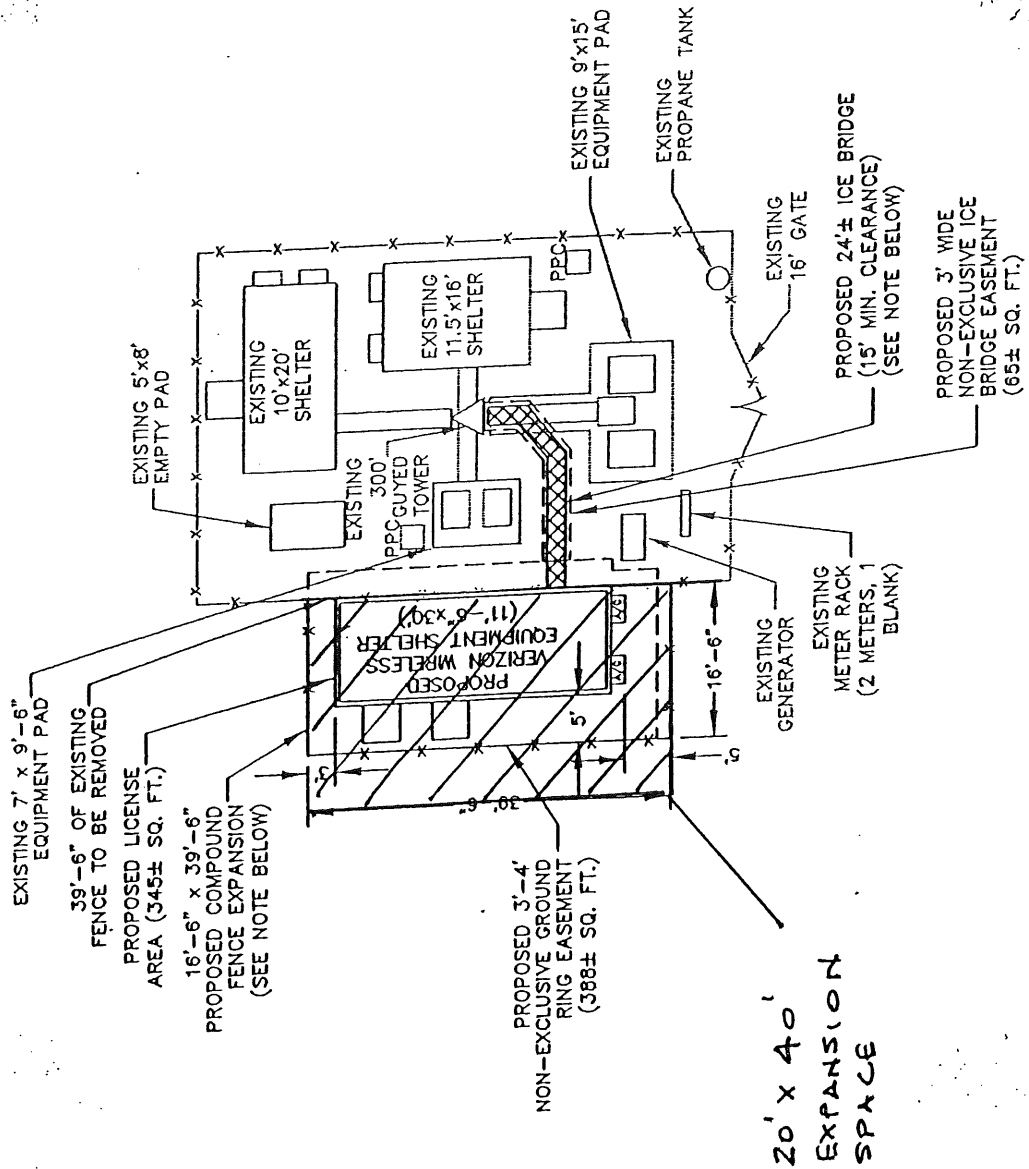
I, Dean Varner a notary public for said County and State, certify that Lowell Carter personally appeared before me this day and acknowledged that he/she is Authorized Representative of HTC Communications, Inc., a South Carolina Corporation and that by authority duly given as the act of HTC Communications, Inc., the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this the 1 day of March, 2006

[Signature]
Notary Public

My Commission Expires : 10/29/2007 SEAL

EXHIBIT A



under this Agreement, including the payment of any rental or other sums due, without any further action

Changes in Property During Option Period. If during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD decides to subdivide, sell or change the status of the zoning of the Property or the other real property of LANDLORD contiguous to, surrounding, or in the vicinity of the Property ("LANDLORD's Surrounding Property"), LANDLORD shall immediately notify TENANT in writing. Any sale of the Property shall be subject to TENANT's rights under this Agreement. LANDLORD agrees that during the Option Period or any extension thereof, or during the term of this Agreement if the Option is exercised, LANDLORD shall not initiate or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any change in the zoning of the Property or LANDLORD's Surrounding Property or impose or consent to any other restriction that would prevent or limit TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this AGREEMENT

Title. LANDLORD warrants that LANDLORD is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, LANDLORD's Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and LANDLORD's Surrounding Property or portion thereof, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". If as a result of any tests or investigations conducted by TENANT, or if required in connection with obtaining any necessary zoning

approvals or other certificates permits licenses or approvals. TENANT desires to alter or modify the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable) so as to relocate or enlarge all or any portion of the Property to other portions of LANDLORD's Surrounding Property (a "Relocation Site". TENANT shall notify LANDLORD of such desire and deliver to LANDLORD a copy of the survey and legal description of the portions of the Property and LANDLORD's Surrounding Property that TENANT proposes as a Relocation Site. LANDLORD shall have the right to approve any Relocation Site, and LANDLORD agrees not to unreasonably withhold its approval, such approval to be based on commercially reasonable standards. LANDLORD agrees to review and consider TENANT's relocation request and any proposed Relocation Site in good faith and to cooperate with TENANT to attempt, if reasonably possible, to approve the TENANT's proposed Relocation Site or such other Relocation Site as may be agreed upon by LANDLORD and TENANT as will allow TENANT to use the same for the use intended by TENANT for the Property as hereinafter set forth in this Agreement. If LANDLORD approves a Relocation Site, then TENANT shall have the right to substitute the Relocation Site for the Property and to substitute the description of the approved Relocation Site for the description of the Property in Exhibit "A" (and Exhibit "C" if then applicable), and the Property shall thereafter consist of the Relocation Site so approved and substituted. If requested by TENANT, LANDLORD shall execute an amendment to this Agreement to evidence the substitution of the Relocation Site as the Property

Governmental Approvals. TENANT's ability to use the Property is contingent upon its obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authorities. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Utility Services. During the Option Period, and during the term of this Agreement if the Option is exercised, LANDLORD shall cooperate with TENANT in TENANT's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LANDLORD hereby agrees to grant an additional right of way either to TENANT or to the utility company at no cost to TENANT or to the utility company. If LANDLORD fails to fulfill LANDLORD's obligations to cooperate with TENANT as required herein in obtaining the governmental approvals or utility services contemplated by this Agreement, then in addition to any rights or remedies that TENANT may have at law or in equity, TENANT shall also be entitled to reimbursement from LANDLORD upon demand of all costs and expenses incurred by TENANT in connection with its activities under this Agreement, including (but not limited to)

costs of environmental assessments, title examinations, zoning application fees and attorneys' fees and other legal expenses of TENANT.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions:

LEASE AGREEMENT

1. Lease of Property. LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty-foot (20') wide right of way extending from the nearest public right of way, which is known as POND ROAD, to the Property, as such right-of-way is shown on Exhibit "A" hereto (the "Right-of-Way").

2. Initial Term and Rental. This Agreement shall be for an initial term of five (5) years beginning on the date the Option is exercised by TENANT at an annual rental of \$ _____ Dollars (\$ _____) to be paid in equal monthly installments on the first day of each month during the term, in advance, to County of Georgetown or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. If the Option is exercised on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental payable for the first and last month of the term of this Agreement.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$ _____
2nd	\$ _____
3rd	\$ _____
4th	\$ _____

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. **Use.** TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole or three sided antenna structure of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Property (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's expense. LANDLORD grants TENANT the right to use such portions of LANDLORD's Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of LANDLORD's Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on LANDLORD's Surrounding Property and/or the Right of Way reasonably necessary for the maintenance and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition

TENANT, at TENANT'S option, may erect either a self supporting tower or a guyed tower suitable for its proposed use. Should TENANT choose to erect a guyed tower, LANDLORD hereby grants an appurtenant easement to TENANT in, over and across the Property as well as the property owned by LANDLORD surrounding the Property, as is deemed necessary by TENANT, its successors or assigns, for the purpose of anchoring, mounting, maintaining, repairing and replacing guy wires extending from TENANT'S tower. The easement granted herein shall extend such distance from the TENANT'S tower as is reasonably necessary, in TENANT'S sole discretion, to properly support said tower with the area over which such wires extend being considered a part of the easement area and the leased Property. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs which may interfere with or fall upon TENANT'S tower or the tower's guy wires or the TENANT'S other improvements.

7. **Governmental Approvals.** LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If at any time during the term of this Agreement, TENANT is unable to use the Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Indemnification.** TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability policy.

9. **Taxes.** TENANT shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the

improvements constructed by TENANT on the Property. TENANT shall reimburse LANDLORD as additional rent for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent.

10. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Property shall remain in TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's advance written notice to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

11. Sale of Property. If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell the Property, or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, such sale shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any other areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other communications facilities if, in TENANT's sole judgment, such installation, operation or maintenance would interfere with TENANT's facilities.

12. Quiet Enjoyment. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

13. Assignment. This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, to any successor entity with or into which TENANT is sold, merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company or to any third party agreeing to be subject to the terms hereof. Otherwise, this Agreement may not be sold, assigned or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld. TENANT may sublease the Property, but will provide notice to LANDLORD of the sublease.

14. **Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

15. **Subordination.** At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LANDLORD, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to TENANT a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

16. **Title Insurance.** TENANT, at TENANT's option, may obtain title insurance on the Property. LANDLORD, at LANDLORD's expense, shall cooperate with TENANT's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

17. **Hazardous Substances.** LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being

generated, stored, disposed of or transported to, on, under or around the Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

18. Opportunity to Cure. If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty(60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

19. Governing Law. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

20. Notices. All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT

Gearon & Co., Inc.
6650 Powers Ferry Road, Suite 125
Atlanta, Georgia 30339

LANDLORD

County of Georgetown
P.O. Drawer 1270
Georgetown, S.C. 29442

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

21. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

22. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in such form as shown on Exhibit "D" attached hereto and made a part hereof, in recordable form, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

23. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

See Release on Page 74

FORM NO.

88 MAY 74

Form 14-700 to Post Notice

Revised 7

STATE OF SOUTH CAROLINA,
COUNTY OF GEORGETOWN



Exh. b. + A

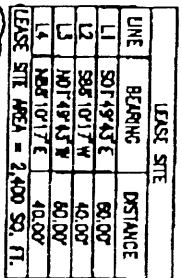
KNOW ALL MEN BY THESE PRESENTS, THAT
I, James Wesley Hughes, of the Murrells Inlet Section of Georgetown County,

to the State aforesaid _____ for and _____ in consideration of the sum of
TEN THOUSAND FIVE HUNDRED AND NO/100 _____ DOLLARS,
to... R.C. in hand paid at and before the sealing of these presents by _____ County of Georgetown
a body politic,
to the State aforesaid _____ the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release
unto the said _____ COUNTY of Georgetown.

All that certain piece, parcel or tract of land situate, lying and being
in Georgetown County, State of South Carolina, containing twenty (20)
acres, more or less, and being bounded as follows: Northwest by lands of
International Paper Company; Southeast by lands of W. A. Kimbal; Northeast
by other lands of Oscar Perry Causey; and Southwest by lands of Charlie
Strickland.

Being the premises conveyed to the grantor herein by deed of H. W. Gordon
dated January 1, 1966, and recorded in the office of the Clerk of Court
for Georgetown County in deed book 69 at page 63.

SOUTH CAROLINA GRID NORTH (NAD 83)



LEAST SITE		
LINE	BEARING	DISTANCE
L1	S04°48'43"E	80.00'
L2	S88°10'17"W	40.00'
L3	N07°48'43"W	80.00'
L4	N88°10'17"E	40.00'

LEAST SITE AREA = 2,400 SQ. FT.

LEASE SILL AREA = 2,400 SQ. FT.

LIMESTONE
ROAD
(PRIVATE ROAD)

09-072-052-A

09-072-052-A

SUMMARY

Production Consultant
The New York City Office

U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.

★ PIEDMONT CLERK
HODSLEY
NA. 000218

INTEGATE OF AUTH

1. SEE DRAWING C-1 FOR GENERAL NOTES AND LEGEND.

22597-09

2

EXHIBIT "B"

List all deeds to secure Debts, Mortgages, Liens or Judgments encumbering the Property.

If none, please state "none".

Debts:

Lender:

Loan Officer Name and Telephone

Loan Number:

Liens:

Judgments:

EXHIBIT "C"

Legal Description and Survey of the Property (to be attached at a later date).

EXHIBIT "D"

STATE OF _____
COUNTY OF _____

MEMORANDUM OF LEASE

("LANDLORD"), hereby leases to GEARON & CO., INC., a Georgia corporation ("TENANT"),
for a term beginning the _____ day of _____, 199__ and continuing for a
maximum period of _____ (____) years, including extensions and renewals, if any, the
following property:

See Exhibit A attached hereto for property description

The provisions set forth in a written lease agreement between the parties dated the
_____ day of _____, 199__ (the "Lease"), are hereby incorporated into this
memorandum.

TENANT may, pursuant to the terms and conditions contained in the Lease, assign its
interest under the Lease without the consent of LANDLORD.

LANDLORD:

GEORGETOWN COUNTY
By: [Signature] President
Attest: Suzanne M. Whitman Secretary

(CORPORATE SEAL)

TENANT:

GEARON & CO., INC., a Georgia
corporation

By: _____
Sue B. Chapman, Asst. Vice
President

Attest: _____
K.W. Maser, Secretary
(CORPORATE SEAL)

AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of MAY, 1996, by and between GEARON & CO., INC., a Georgia corporation (hereinafter "GEARON"), whose address is: 1760 The Exchange N.W., Atlanta, Georgia 30339, and BELLSOUTH CAROLINAS PCS, L.P., a Delaware limited partnership (hereinafter "BELLSOUTH"), whose address is: 3353 Peachtree Road, N.E., Suite 300, Atlanta, Georgia 30326.

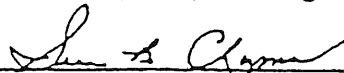
WITNESSETH: THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. GEARON hereby sells, transfers and assigns to BELLSOUTH or its designee, and BELLSOUTH or its designee accepts the sale, transfer and assignment of, all rights and obligations of GEARON pursuant to the provisions set forth in the attached written lease agreement between COUNTY OF GEORGETOWN, as Lessor, and GEARON & CO., INC., as Tenant, dated April 11, 1996 (the "Lease"), pertaining to certain property known as: Old Pond Road (# not available at this time), Murrells Inlet, South Carolina 29576, and located in Georgetown County.

2. In consideration of the foregoing, BELLSOUTH or its designee shall reimburse to GEARON upon demand any option money, deposit money, or other monies paid by GEARON as set forth in said Lease. If its designee fails to timely remit the foregoing monies to GEARON, BELLSOUTH shall pay such monies to GEARON upon demand.

IN WITNESS WHEREOF, this Agreement has been signed, sealed and delivered as of the date first above written.

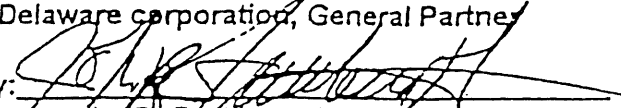
GEARON & CO., INC., a Georgia corporation

By: 
Sue B. Chapman, Assistant Vice President

(Corporate Seal)

BELLSOUTH CAROLINAS PCS, L.P.,
a Delaware limited partnership (SEAL)

By: BELLSOUTH PERSONAL COMMUNICATIONS, INC.,
a Delaware corporation, General Partner

By: 
John R. Scuttlworth, Manager, Real Estate

203

BOOK 709 PAGE 63

FILED
11161 WILLIAMS
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CLERK OF COURT
S.C.

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

MEMORANDUM OF LEASE AND AMENDMENT TO LEASE

COUNTY OF GEORGETOWN ("Lessor"), hereby memorializes its lease to BellSouth Carolinas PCS, L.P., a Delaware limited partnership ("BellSouth" or "Tenant"), successor in interest to Gearon & Co., Inc., a Georgia corporation ("Gearon") of the property described on the attached Exhibit "A":

WITNESSETH:

THAT WHEREAS, Lessor and Gearon executed and entered into an Option and Lease Agreement (the "Lease") for the property described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Gearon has assigned its interest as Tenant under the option portion of the Lease to BellSouth, Gearon has been released from the Lease and BellSouth has exercised the option and assumed the obligations of Tenant under the Lease; and

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property, to acknowledge BellSouth's exercise of its option under the Lease and to provide for a commencement date under the Lease.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lease Information

Date of Lease:	<u>April 11, 1996</u>
Description of Property:	See Exhibit A attached hereto and incorporated herein by reference.
Term of Lease:	Twenty-five (25) years, including extensions and renewals, if any.
Commencement Date:	<u>May 24, 1996</u>

2. Lessor hereby acknowledges and consents to the assignment of the option portion of the Lease to BellSouth and hereby acknowledges that BellSouth has exercised its option under the Lease. Lessor hereby recognizes BellSouth as the Tenant under the Lease, and BellSouth attorns to Lessor as the Lessor under the Lease.

3. Notwithstanding anything to the contrary in the Lease, the description of the Property shall be as shown on Exhibit A, attached hereto and incorporated herein by reference, which Exhibit A shall be deemed attached to the Lease as Exhibit C thereto and shall supplement (and shall control in the event of a conflict with) Exhibits A and/or A-1 in the Lease relative to the description of the Property and the real estate contiguous thereto.

4. Lessor hereby grants to Tenant nonexclusive easements and rights of way for ingress and egress, for utilities, and (at Tenant's option) for guy wires, all of which are as shown and/or described in Exhibit A attached hereto and incorporated herein by reference TO HAVE AND TO HOLD unto Tenant, its successors and assigns, during the term of the Lease.

5. The Lease prohibits Lessor from selling, leasing or using any other areas of the real property owned or controlled by Lessor adjacent to the Property for the installation, operation or maintenance of other communications facilities that, in Tenant's judgment, would interfere with Tenant's use of the Property.

6. The purpose of this Memorandum of Lease and Amendment to Lease (the "Memorandum") is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed. A full and complete copy of the Lease is on file at the offices of the Lessor and the Tenant. In the event of a conflict between the terms of this Memorandum of Lease, such conflicting or additional terms shall be deemed to be a part of the Lease and shall otherwise amend the Lease and be controlling. The terms of the Lease are incorporated herein by reference.

(REMAINDER OF PAGE INTENTIONALLY DELETED)

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

TENANT:

BELLSOUTH CAROLINAS, PCS, L.P.,
a Delaware limited partnership

Patricia M. Eason
Witness
[Signature]
Witness

BY: BELLSOUTH PERSONAL
COMMUNICATIONS, INC., a
Delaware Corporation, its
general partner

BY: [Signature]
Print name: Scott Fox
Title: Vice President

I, RICHARD A. DAVIS, notary public, do hereby certify
that Scott Fox
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

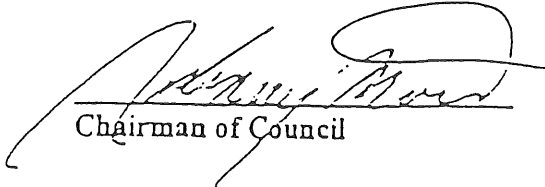
Witness my hand and seal this 5 day of June, 1996.

[Signature]
Notary Public for Georgia

My commission expires Notary Public, DeKalb County, Georgia
January 15, 1999

LESSOR:

COUNTY OF GEORGETOWN

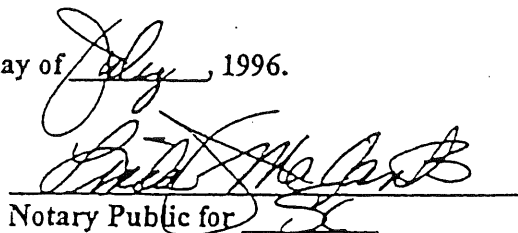

Chairman of Council

Suzanne M. Whitman
Witness

Kathleen B. Livingston
Witness

I, LINDA J McCANTS, notary public, do hereby certify
that Johnny MORANT
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and seal this 1st day of July, 1996.


Notary Public for SE

My commission expires: 10/03/90

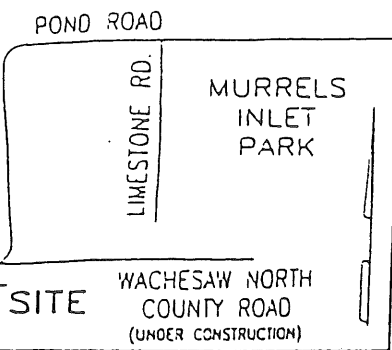
072-052A-SUNNY

A portion of the certain piece, parcel or lot of land, situate, lying, and being in the County of Georgetown, in the State of South Carolina, being the property of County of Georgetown as described in Deed Book 96 at Page 74, Book 69 at Page 63, and Book 47 at Page 464 and being shown and delineated on a Lease Exhibit prepared for BellSouth Carolinas P.C.S., L.P., by Piedmont Olsen Hensley dated March 15, 1996, Revised April 9, 1996, entitled "Lease Exhibit for BellSouth Carolinas P.C.S., L.P. of Site 072-052A-Sunny" and attached hereto as part of this Exhibit A. The part of said property encumbered by this agreement is shown and delineated on said Lease Exhibit as a "Lease Site", "Access, Utility & Maintenance Easement" and 245' Radius Guy Easement, and have such metes and bounds and courses and distances as are set forth on said Lease Exhibit.

LEGEND

- LINE SURVEYED
- - - LINE NOT SURVEYED
- R/W — ROAD RIGHT-OF-WAY LINE BY DEED OR PLAT
- P.O.B. POINT OF BEGINNING
- IPF - IRON PIN FOUND
- ⊙ NAIL SET

LEASE SITE		
LINE	BEARING	DISTANCE
L1	S01°49'43"E	60.00'
L2	S88°10'17"W	40.00'
L3	N01°49'43"W	60.00'
L4	N88°10'17"E	40.00'
AREA = ±2,400 SQ.FT.		



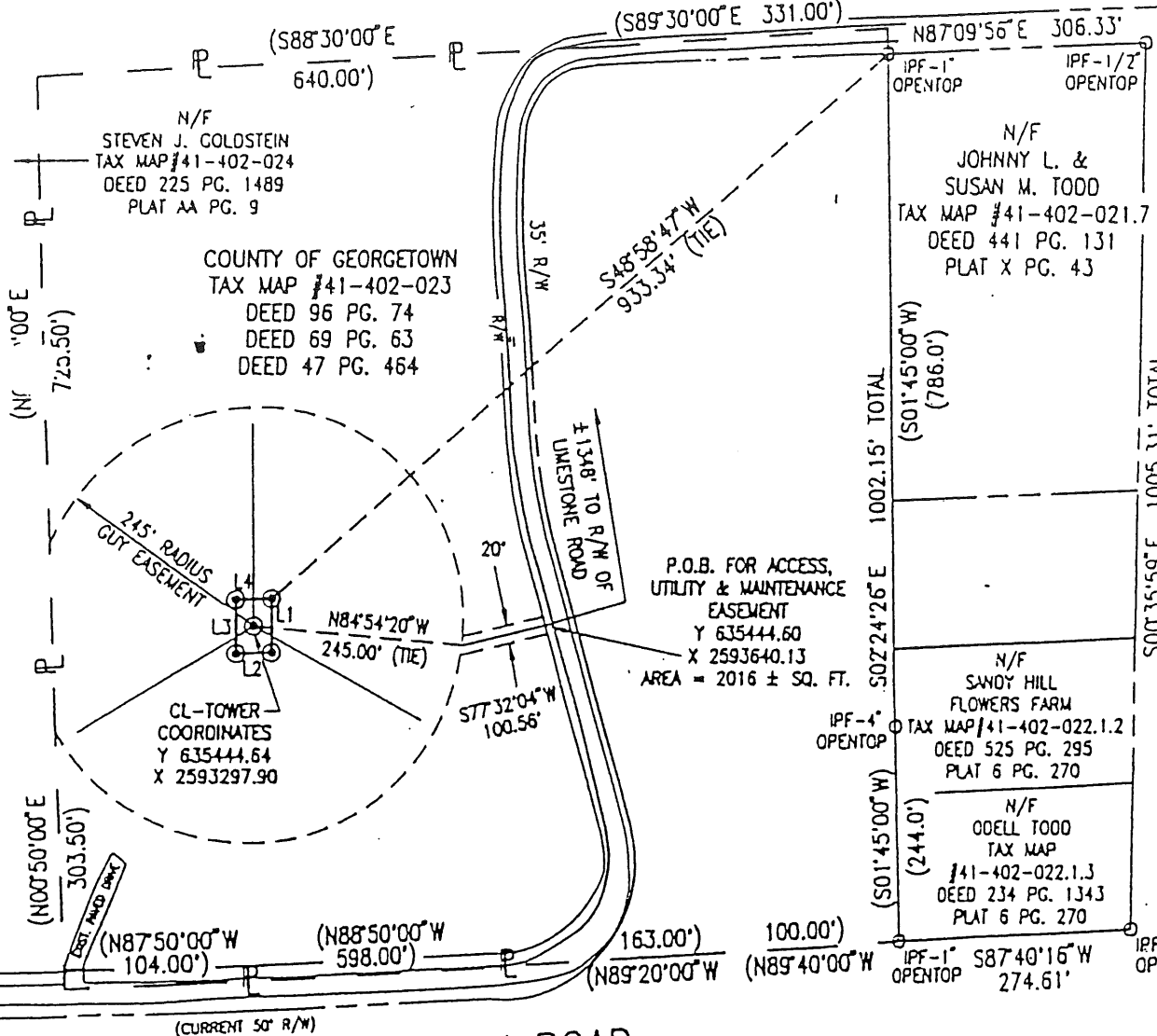
VICINITY MAP
N.T.S.

N/F
CANAL LAND LTD.
PARTNERSHIP ETAL
TAX MAP #41-402-001
DEED 245 PG. 107

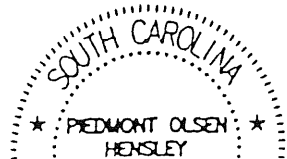
POND ROAD
35' R/W

LIMESTONE ROAD
(50' R/W)

SOUTH CAROLINA GRID NORTH (NAD 83)



- NOTES:
- 1) BEARINGS ARE SC GRID AND DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED. COORDINATES ARE SC GRID (NAD 83).
 - 2) THIS LEASE EXHIBIT HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
 - 3) THIS MAP REPRESENTS ONLY A SURVEY OF THE LEASE AREA, AND IS NOT INTENDED FOR



Item Number: 11.d
Meeting Date: 1/28/2020
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-04 - To authorize the sale of parcels located within the 933+/- acre site, designated as TMS No. 01-0437-002-00-00, and located along Pennyroyal Road, in Georgetown County, South Carolina.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Pennyroyal Road near Winyah Generating Station and 3V Chemical, this particular parcel being approximately 933 acres designated as TMS: 01-0437-002-00-00.

Georgetown County Council has determined the purpose of this property is for economic development and various parcels located within the property, interior to its setbacks, will be best suited for economic development plans and place Georgetown County in a position to attract growth from companies.

The fair market value of the property has or will be determined as each parcel contemplated is declared marketable and sold to the benefit of Georgetown County.

OPTIONS:

1. Adoption of Ordinance No. 20-04.
2. Deny adoption of Ordinance No. 20-04.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Ordinance No. 20-04.

NOTE: Ordinance No. 20-04 was introduced by title only at first reading. Therefore *a motion to amend* will be needed to incorporate proposed text at second reading.

ATTACHMENTS:

Description	Type
□ Ordinance No 20-04 To Authorize Sale of Property on Penny Royal Road	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #20-04

COUNTY OF GEORGETOWN

)

**AN ORDINANCE TO AUTHORIZE THE SALE OF PARCELS LOCATED WITHIN THE 933+/- ACRE SITE
LOCATED ALONG PENNYROYAL ROAD**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Pennyroyal Road near Winyah Generating Station and 3V Chemical, this particular parcel being approximately 933 acres designated as TMS: 01-0437-002-00-00; and

WHEREAS, At this time, Georgetown County Council has determined the purpose of this property is for economic development and various parcels located within the property, interior to its setbacks, will be best suited for economic development plans and place Georgetown County in a position to attract growth from companies; and

WHEREAS, the fair market value of the property has or will be determined thus each parcel contemplated is declared marketable and sold to the benefit of Georgetown County; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare these parcels marketable and transfer the interests by subsequent approval of purchase agreements to be presented to County Council followed by applicable deed to the purchaser; and

WHEREAS, a public hearing discussing the matter was held on _____, 2020.

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 933 ACRE PARCEL, TMS# 01-0437-002-00-00 (EXHIBIT A), IS FOR ECONOMIC DEVELOPMENT AND VARIOUS PARCELS LOCATED WITHIN THE PROPERTY (TBD), INTERIOR TO ITS SETBACKS, ARE MARKETABLE AND TO BE SOLD TO THE BENEFIT OF GEORGETOWN COUNTY.
2. EACH PARCEL WILL BE SOLD BY APPLICABLE PURCHASE AGREEMENT TO BE PRESENTED TO COUNTY COUNCIL FOR ITS APPROVAL PRIOR TO EXECUTION OF SAID DOCUMENT.

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 _____, 2020.

John Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2020-04, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2020

Second Reading: _____, 2020

Third Reading: _____, 2020

[illegible]

Item Number: 15.a
Meeting Date: 1/28/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Update Report - Tax Increment Financing (TIF), Agreement with the City of Georgetown

Item Number: 15.b
Meeting Date: 1/28/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Litter adversely affects all of Georgetown County. In support of the 20th anniversary of the South Carolina anti-litter agency Palmetto Pride and the 50th anniversary of Earth Day, the Department of Public Services is leading an effort to host County-wide community litter pickups.

As leaders of your communities, Council Members are respectfully requested to participate in each district by spearheading or hosting specific pick-up events at a location or locations of your choice. We encourage you to gather together local influencers to champion this pick-up across your particular jurisdiction, and the steering committee will assist you with the logistics.

CURRENT STATUS:

Public Services Department has begun planning and is engaging participation and support. The event is scheduled for April 22, 2020, and will have multiple participation locations across the County.

The steering committee plans to encourage "friendly competition," and will recognize your community's engagement by quantifying tonnage of litter collected and awarding certificates to the team collecting the most trash, and the team with the greatest number of participants by County District.

POINTS TO CONSIDER:

- Litter prevention and elimination is the responsibility of all community members.
- Litter reduces home values.
- Businesses are less likely to locate in areas with large amounts of litter, thus affecting the local economy.
- Litter can negatively impact human health and the environment.
- Litter negatively impacts visitor experiences.

FINANCIAL IMPACT:

No additional funding has been appropriated for this event; staff time will come from current operating budgets.

OPTIONS:

1. Promote and participate in the Great Georgetown County Clean-Up and support the efforts of all County entities to participate in this event.
2. Do not support the Great Georgetown County Clean-Up.

STAFF RECOMMENDATIONS:

Staff recommends Option #1.

ATTORNEY REVIEW:

No

Item Number: 15.c
Meeting Date: 1/28/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

We are pleased to have the opportunity to provide the Georgetown County Council and its citizens concrete strategies for creating a sustainable budget to support necessary improvements at Georgetown County Airport (GGE).

CURRENT STATUS:

At present, Georgetown County Airport would need revenue from the County's General Fund to meet its required operations and maintenance repairs along with needed improvements.

POINTS TO CONSIDER:

1. Funds generated in part by the proposed plan will advance the county match portion of the total Airport Capital Improvement Plan, allowing for necessary improvements such as the primary runway resurfacing project, among others. This resurfacing project is necessary due to deteriorating asphalt and severe cracking, and will provide the added value of supporting larger aircraft usage on the Georgetown County Airport runways. Expanded, higher quality operations will be possible.
2. Funds generated in part by the proposed plan will facilitate the county-match portion of FAA-required obstruction removal from newly acquired aviation easements and provide a much safer environment for airport users to navigate our airport facility.

FINANCIAL IMPACT:

Georgetown County Airport has the capability to provide some of the funding for its necessary repairs and improvements through a self-sustaining, long-term strategic plan. The recommendations we propose can supplant our county's limited resources while permitting the airport to grow safely and responsibly, via a fiscally responsible plan that is affordable for those who seek to use our airport.

OPTIONS:

1. Endorse the proposed sustainable budget plan for GGE, or
2. Decline to endorse the plan.

STAFF RECOMMENDATIONS:

Staff recommends Option #1, above.

ATTORNEY REVIEW:

No

Item Number: 15.d
Meeting Date: 1/28/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

A request from James Wooten of DDC Engineers, Inc. as agent for Graycliff Capital Development, LLC for site plan review of a 143 unit multifamily development. This is an addition to the existing Waterleaf multifamily development and will be known as Waterleaf Phase II. The project is located at 4750 Wesley Road in Murrells Inlet. TMS #41-0119-030-02-00. Case Number MAJ 12-19-24260.

CURRENT STATUS:

The entire tract contains a total of 40.8 acres which includes a large tract bordering the north side of Wesley Road as well as a small 1.2 acre piece which provides access to Wachesaw Road. Phase 1 contains 240 two or three bedroom multi-family units on 21.44 acres and is complete. The applicant is currently seeking approval for Phase 2 which includes 19.39 acres to the west of the Phase 1. Phase 2 has frontage on Wesley Road and Old Kings Highway. The tract is zoned General Residential (GR).

POINTS TO CONSIDER:

1. The property is located on the north side of Wesley Road in Murrells Inlet. Phase 2 includes 19.39 acres at the intersection of Avalon Court and Wesley Road going north to Old Kings Highway. The site is bordered by single family homes, multi-family dwellings, a mobile home park and a water tower. The site is surrounded by General Residential (GR) zoning to the north, east, and south and mobile home park and MR10 zoning to the west.
2. Section 607.306 of the Zoning Ordinance requires a site plan review by the Planning Commission and County Council for all multi-family developments containing more than ten (10) dwelling units with a net density of five units or more per acre. The property is appropriately zoned for multi-family development. Adjacent property owner notices were sent out and the property was advertised as required in this section of the ordinance. The review by the Planning Commission and County Council is limited to compliance with the land use regulations of the County as the use has already been properly designated by establishment of the zoning district.
3. The applicant is proposing to construct 36 townhome-style buildings containing a total of 143 two and three bedroom units. The site plan also indicates a clubhouse and pool area, separate garages, a bike barn shelter and a dog park. The site contains .25 acres of wetlands. Some fill will be required for the plan as shown.
4. The proposed 143 units contain 71 three bedroom units and 72 two bedroom units. The plan notes that this distribution is subject to change. Any increase in the total number of units would need to come back before the Commission and Council for a new site plan review.

5. The maximum density allowed in the GR zoning district is based on both the number of bedrooms in each unit and the number of stories in each building. Based on the bedroom distribution as listed above and the fact that the three bedroom units are two story and the two bedroom units are one story, a total of 14.12 acres are required for the number of units as shown.

The overall site for Phase 2 contains 19.39 acres which includes .25 acres of wetlands (in this phase) and 1.87 acres of drive aisles (streets and wetlands are excluded from the net density calculation) for a net acreage of 17.27. This exceeds the minimum of 14.12 acres required for the number of units as shown and results in a net density of 8.28 units per acre.

6. Section 607.3 of the GR section of the ordinance gives the conditions for multi-family development. The proposed plan complies with the 30 foot front yard and exceeds the 10 foot side and 20 foot rear yard requirements with a 20 foot setback for the remainder of the development. All buildings exceed the 20 foot building separation requirement. The site contains a previous/impervious ratio of 69.26%/30.74%.

7. The Zoning Ordinance requires two parking spaces for each two and three bedroom unit. A total of 286 spaces are required for the 143 dwelling units. An additional 6 spaces are required for the clubhouse area for a total of 292 spaces. The number of parking spaces provided (305) exceeds this requirement. Handicapped spaces are not indicated on the plan. A detailed landscape plan will be required prior to construction approval.

8. Section 1201.9 of the Zoning Ordinance requires buffers between differing land use types. The tract is bordered by single family development to the north and a mobile home park to the west. The ordinance requires a Level 2 buffer along the northern boundary and a Level 1 buffer adjacent to the mobile home park. Existing vegetation can be used to meet buffer requirements.

9. The applicant submitted a tree survey showing the protected trees on site. No trees over 30" DBH were noted although some 20-25" DBH oak trees are located in the southwest corner of the tract. A tree removal and replacement plan has not been submitted at this time. Grading and drainage plans should be designed such that as many trees as possible can be retained.

10. The plans shows three proposed drainage ponds for the development. The ponds will overflow to the existing on-site wetland and then to an existing drainage ditch on Wachesaw Road. Georgetown County Stormwater will need to review and approve the drainage plan.

11. The applicant met with the Utility Coordinating Committee on January 2nd. Murrells Inlet/Garden City Fire commented that a portion of the drive as shown did not meet the turnaround requirements from the Fire Code. The plan has since been amended to shorten the dead end portion of the drive. GCWSD discussed whether the water and sewer systems will be public or private. The applicant stated the water and sewer on-site infrastructure will be private. No other major issues were discussed.

12. Stantec prepared a traffic impact analysis for this project in December. The study estimates a projected 1,040 daily trips for the site. Access to the site will be provided through one full access driveway along Old Kings Highway and one existing full access driveway (Begonia Drive within Phase 1) along Wesley Road. The study considered the following intersections: Old Kings Highway and Durham Court, Old Kings Highway and Wachesaw Road, Waterleaf Drive/Causey Road and Wachesaw Road, US 17 and Wachesaw Road, US 17 and Wesley Road and Begonia Drive/Sandy Lane and Wesley Road.

All study intersections currently operate at acceptable levels of service according to the study with the exception of one. The intersections are all expected to continue to operate at acceptable levels with the exception of the US 17 and Wesley Road intersection which currently operates at a Level F and is expected to continue to have a failing level of service during the am peak hour with or without the proposed development. The study asserts that the projected delay is likely due to the conservative nature of the Highway Capacity Manual guidelines for unsignalized intersections and that sufficient gaps will be generated by the signal located at US 17 and Wachesaw. No intersection improvements are recommended by the study.

The consultant also performed a turn lane analysis to assess the need for exclusive left and right turn lanes for ingress at the project drive on Old Kings Highway using prescribed criteria from the SCDOT Access and Roadside Management Standards (ARMS) Manual. The analysis did not recommend exclusive left or right turn lanes at the project drive.

13. The internal access for the site will be via a private drive. A connection to Phase 1 is shown on the eastern side of the property on Hosta Drive. The internal road system will need street names.

14. Signage will be located in the median at the proposed entrance off Old Kings Highway. The Zoning Ordinance allows two signs with a total of 40 square feet for each development entrance. The height may not exceed 12 feet.

15. Several amenities are shown on the plan including a clubhouse, pool, a bike barn and a dog park. A walking trail is shown connecting Phase 2 to Phase 1. A connection will also be needed on the Phase 1 side to facilitate the connection.

16. Staff recommended approval of the site plan for Phase 2 as submitted conditional on the following:

- Acceptance and approval of the traffic study by the Commission.
- A detailed landscape plan to be submitted and approved by Staff prior to construction. Level 1 buffer along boundary with mobile home park to the west and Level 2 buffer along boundary with single family to the north to be shown on conceptual plan.
- Street names for the internal road system.
- Final approvals from Murrells Inlet/Garden City Fire, GCWSD, Georgetown County Stormwater, OCRM and SCDOT
- The inclusion of 12 handicapped spaces on the conceptual plan
- The following corrections should be made to the attached narrative: correct the TMS number provided on #1, net density changed to 8.28 units per acre in #5, add the 20 foot

building separation to #6, and #10 should refer to Article XIII (Protected Trees).

- A tree removal/replacement plan to be reviewed and approved by staff. Grading plans and drainage plans should be designed to minimize protected tree removal, not only along the perimeter but within the development as well. Tree wells should be used as necessary.
- The pedestrian connection shown in Phase 2 should be extended to provide a similar walking path connection in Phase 1.

17. The Planning Commission held a public hearing on this issue at their January 16th meeting. A representative from Keep It Green spoke in opposition to the project with concerns about protecting trees, increased traffic and density. Significant discussions occurred regarding the traffic study, the Wesley/17 intersection, the multiple access points for the development and the allowable density in the GR zoning district. The Commission voted 4 to 2 to recommend approval for the site plan subject to the conditions proposed by staff.

FINANCIAL IMPACT:

Substantial impact fees will be collected to go toward transportation, recreation, libraries and law enforcement. Fire impact fees will also be collected.

OPTIONS:

1. Approve site plan as recommended by PC
2. Determine the site plan does not meet the County regulations.

STAFF RECOMMENDATIONS:

Approve site plan

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
□ Waterleaf Phase 2 attachments	Backup Material



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

APPLICATION FOR MAJOR/MINOR SUBDIVISION

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 Subdivision: Waterleaf Phase II

Please check the appropriate box:

- ☒ Major subdivision: Ten or more lots. () Preliminary Plat
() Minor subdivision: Under ten lots. () Final Plat

Submittal Requirements for Major Developments:

1. Sketch Plan:

- Boundary survey

A surveyors certification indicating a lot of record
Lot of record include deed book and page number (s)
Resurvey include plat book and page number (s)
Scaled not less than 1" = 100'
Maximum size 24" x 36"
Location map
North arrow
Title block
Existing site data
Proposed site data to include tentative street and lot arrangements
along with lot sizes and number of lots

2. Development Plat / Plan

- Six (6) large (24 x 36) and six (6) (11 x 17) small copies of scaled plat
- One (1) specified digital copy (PDF)
- Required supplemental materials
 - Approval Letters from Georgetown Water and Sewer, DHEC, Fire, and any other agencies necessary.
- Traffic impact analysis as required by Georgetown County Code Chapter 15, Article V.
- Grading Plan
- Site Data to include
 - Lot lines
 - Minimum building setback
 - Engineered preliminary plans
 - Indicate all easements and right-of-ways
 - Designated public areas
 - Location of soil bearings
 - Time schedule
- Supplemental Data
 - Draft of any restrictions
 - Cross section of all proposed streets
 - Full set of construction plans
 - Alterations of Conservation Preservation or Flood -Prone area

3. Final Plan / Plat: Everything listed above plus the following

- Radii, central angles, tangents, lengths of arcs and curvatures of all street lines
- Location of all existing and proposed street monuments
- Six (6) copies of scaled plat

Submittal Requirements for Minor Developments: Six (6) sets of plans

- Boundary survey
 - A surveyors certification indicating a lot of record
 - Lot of record include deed book and page number (s)
 - Resurvey include plat book and page number (s)
 - Scaled not less than 1" = 100'
 - Maximum size 24" x 36"
 - Location map
 - North arrow
 - Title block
 - Existing site data
 - Proposed site data to include tentative street and lot arrangements along with lot sizes and number of lots
- Site Data to include
 - Existing land uses
 - Current zoning classification
 - Owners names and tax map numbers of adjoining properties
 - Tract boundaries of the property being developed showing bearings and distances

Existing property lines, right-of-ways, easements, etc.
Existing municipal boundaries
Distances which accurately describe the location of the plat
Names, widths, and lines of all streets within or on the perimeter of
the development.
Indicate all easements and right-of-ways

TYPES OF UTILITIES PROPOSED:

- ☒ Public Water
- ☐ Public Well
- ☐ Sanitary Water
- ☐ Septic System

TYPE OF ACCESS ROAD:

- ☐ Propose Private (Minor subdivisions only).
- ☐ Proposed County (Attach letter of acceptance or financial guarantee).
- ☐ Existing Road (s) (Circle the appropriate one).
County, State, Private.

Property Information:

TMS Number: 41-0119-030-02-00

Street Address: 4750 Wesley Rd

City / State / Zip Code: Murrells Inlet, SC 29576

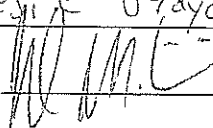
Lot / Block / Number: _____

Current Zoning Classification: GR

Existing Use: Vacant

Proposed Use: Townhomes (143 Units)

Property Owner of Record:

Name: Graycliff Capital Development, LLC
Address: ~~35 BRENDAN WAY~~ PO Box 17437
City/ State/ Zip Code: GREENVILLE, SC 29615-29606
Telephone/Fax: (864) 679-4799
E-mail: PAresj@GraycliffCapital.com
Signature of Owner / Date:  12-4-19

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

Agent of Owner:

Name: DDC Engineers, INC
Address: 1298 Professional Dr.
City / State / Zip Code: Myrtle Beach, SC 29577
Telephone/Fax: (843) 692-3200
E-mail: _____
Signature of Agent/ Date: _____
Signature of Owner /Date: _____

Contact Information:

Name: James M. Wooten
Address: 1298 Professional Dr., Myrtle Beach, SC
Phone / E-mail: (843) 692-3200

Fee Schedule:**Major Sub-division (11 lots or more)**

Preliminary Review (Residential)	Base: \$400.00 + \$10.00 per lot
Final Review (Residential)	Base: \$200.00 + \$10.00 per lot
Required Revision	Flat Fee: \$50.00

Preliminary Review (Commercial)	Base: \$400.00 + \$10.00 per acre
Final Review (Commercial)	Base: \$200.00 + \$10.00 per acre
Required Revisions	Flat Fee: \$50.00

Minor Sub-division (10 lots or less) Base: \$40.00 + \$10.00 each lot or acre
surcharge

Adjacent Property Owners Information required:

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

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

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need 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.

For major subdivisions, a sign will be placed on your property informing residents of the up coming meeting concerning this particular property. These signs belong 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.



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

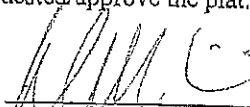
Deeds and Covenants Release Form

Pursuant to South Carolina Act 45 and 113 of 2007, SC §6-29-1145, effective July 1, 2007, the Georgetown County Planning Department is required to ask the applicant the following: Is the applicant aware or have any knowledge whether the tract or parcel of land represented in the attached plat is restricted by any recorded covenants that is contrary to, conflicts with, or prohibits the permitted activity requested by approval of the plat? (I.e. Do restrictive covenants exist on the subject land that prohibits the subdivision of this property in the manner in which it is represented in the attached plat?)

To my Knowledge:

YES ☐ please provide a copy of the restrictive covenants
No ☒

The Planning Department will need a copy of the Restrictive Covenants if YES is checked above. If the Planning Department determines a Restrictive Covenant on the subject land is in the contrary to or prohibits the requested use/subdivision represented in the plat, by law pursuant to SC §6-29-1145 the Planning Department must not issue a permit for the use requested/approve the plat.

Applicants Signature: 

Date: 12-4-19

NOTE: This requirement does not apply to certified resurveys.

WATERLEAF PHASE II

PREPARED FOR GRAYCLIFF CAPITAL DEVELOPMENT, LLC

PO Box 17437

Greenville, SC 29601

PREPARED BY DDC ENGINEERS, INC.

1298 Professional Drive

Myrtle Beach, SC 29577

(843) 692-3200

December, 2019

Statement of Intent

The Waterleaf multi-family project is a continuation of an existing upscale multi-family project located off of Old Kings Highway. The project goal is to incorporate 143 units with a distribution of two-bedroom and three-bedroom units, clubhouse, pool, dog park, and car wash amenities within the project. Waterleaf Phase II is located off of Wesley Rd. and Old Kings Highway. Waterleaf Phase I was completed several years earlier and this project will serve as a unique extension of the current successful phase one. The tract known as "Parcel A" is 19.39 acres including two wetland areas totaling 0.25 acres.

1. Site Description

The property is TMS # 04-0119-030-02-00 (Parcel A) containing 19.39 acres. It is located south of Old Kings Highway and north of Wesley Road. A location map is included as Exhibit "A". The property is vacant and undeveloped containing a mixture of pine and mixed hardwood trees. There is one isolated non-jurisdictional wetland 0.11 acres and one jurisdictional wetland 0.14 acres. A reduced copy of a survey showing the existing conditions is attached as Exhibit "B". The properties to the southwest, west and northwest are single family. The property to the east has been developed as multi-family and is phase one of the project.

2. Project Description

It is proposed to one hundred and forty-three (143) townhouse units consisting of seventy-one (71) three-bedroom two story units with garages and seventy-two (72) two-bedroom one story units. Parking requirements are documented in section 10. There will be three internal stormwater retention ponds along with a twenty (20) foot buffer around the entire project. A reduced copy of the master site plan is attached as Exhibit "C".

3. Residential Uses

This project will consist of multi-family units as allowed under the current GR zoning standards as well as accompanying amenity uses including but not limited to clubhouse, pool, etc.

4. Access and traffic

Primary ingress and egress will be from Old Kings Highway as well a secondary existing internal vehicular connection to phase one of the project. Typical traffic counts estimate the anticipated ADT at 1,430 trips based on current unit total.

5. Density

The gross density area would be the entire 19.39 acre tract is 7.37 DU/AC. The net density area would be 7.47 DU/AC.

6. Setbacks

The existing GR zoning for multi-family projects provides for setbacks of thirty (30') feet from the front, twenty feet (20') from the rear, and the side setback is ten feet (10').

7. Buffers

Proposed buffers will overlap the setbacks in most areas. There will be a twenty-foot (20') buffer around the entire phase two project boundary.

8. Building Height

The existing GR zoning has a thirty-five foot (35') building height.

9. Parking

Each unit will have surface and/or garage parking for a minimum of 2 spaces per unit. Additional parking has been provided at the clubhouse, dog park, and at other areas to accommodate any additional parking that may be needed.

10. Protected Trees

The majority of the contains protected trees. Every effort will be made to minimize the removal of any protected trees. Any protected trees to be removed will be mitigated as required by the Georgetown County Zoning Ordinance, Article XHI, Tree Regulations.

11. Sanitary Sewer

Sanitary sewer service for the residential section will be provided by Georgetown County Water and Sewer District.

12. Water

Domestic water will be provided from existing water lines. Fire system design will accompany the architectural requirements to ensure coverage according to fire code.

13. Stormwater Management

Runoff from the site will be directed to three proposed stormwater ponds. These ponds will provide storage capacity sufficient to keep stormwater quantity and quality to Georgetown County and DHEC standards. These ponds will overflow to on site wetland which overflows to the existing drainage ditch along Wachesaw Rd., which then discharges to the Waccamaw River.

EXHIBIT "A" Project Location

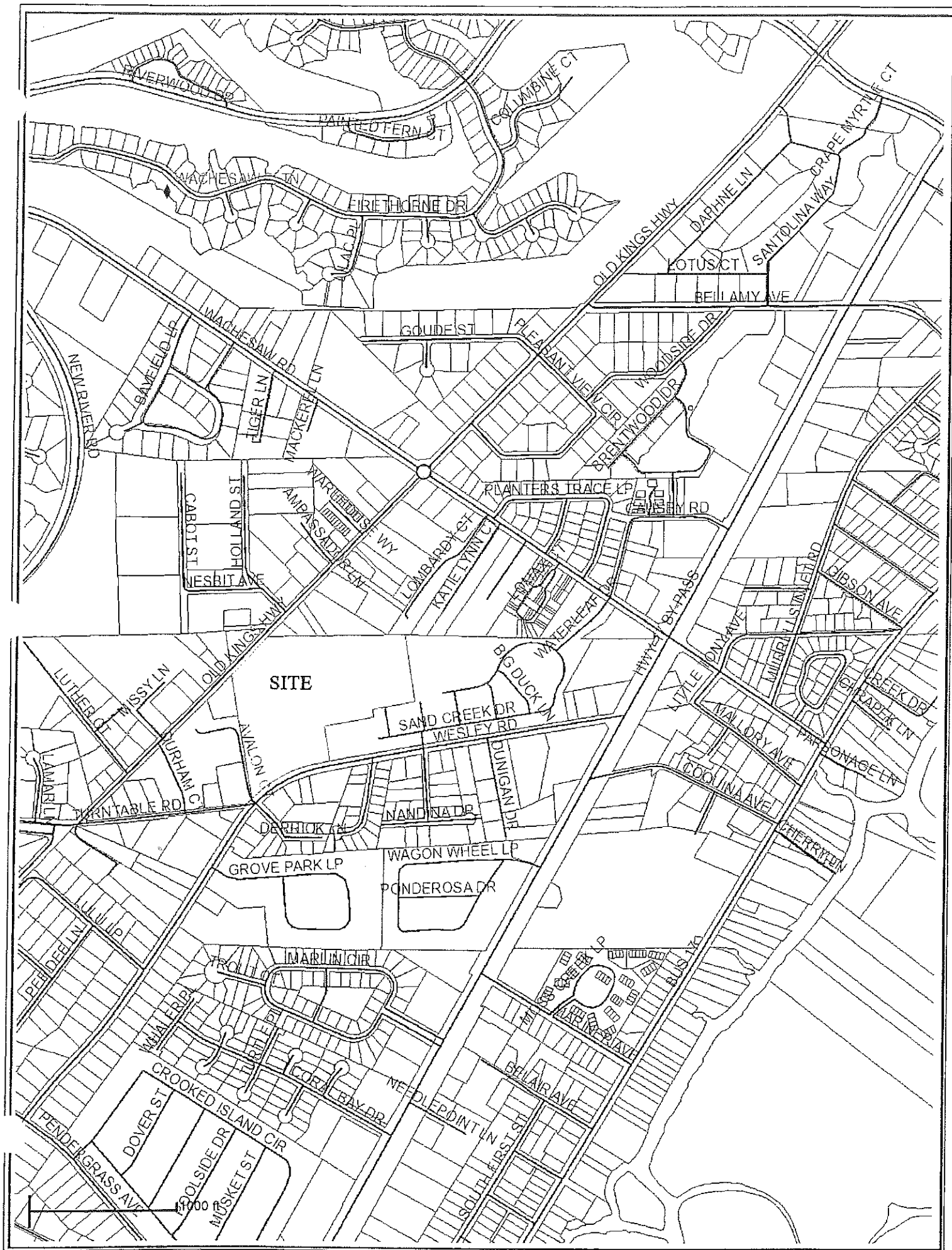


EXHIBIT "B" Existing Conditions Survey

EXHIBIT "C" Tree Survey

POTENTIALS

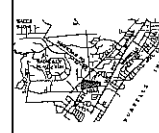
2. PLAT SHOWING A 1.20 ACRE I.D. 1 OF 20.83 ACRES TRACT
ADJACENT AS MOOREHEAD PLANTATION & 14, 15, PREPARED BY
MARKER AND SURVEYING, LLC, AS L
PLAT SIDE 772, PAGE 5
3. WETLANDS SHOW WETLAND AS SHOWN ON PRELIMINARY WETLANDS
DETERMINATION SURVEY, DATED SEPTEMBER 5, 2015, PREPARED BY MARKER
AND SURVEYING, LLC, WETLAND LOCATION FLAGGED BY S&B, INC
4. DEED RECORDED BY RECORD BOOK 2687, PAGE 48.
5. DECATUR COUNTY TAX MAP #1-0115-2330-02-00

and 1995

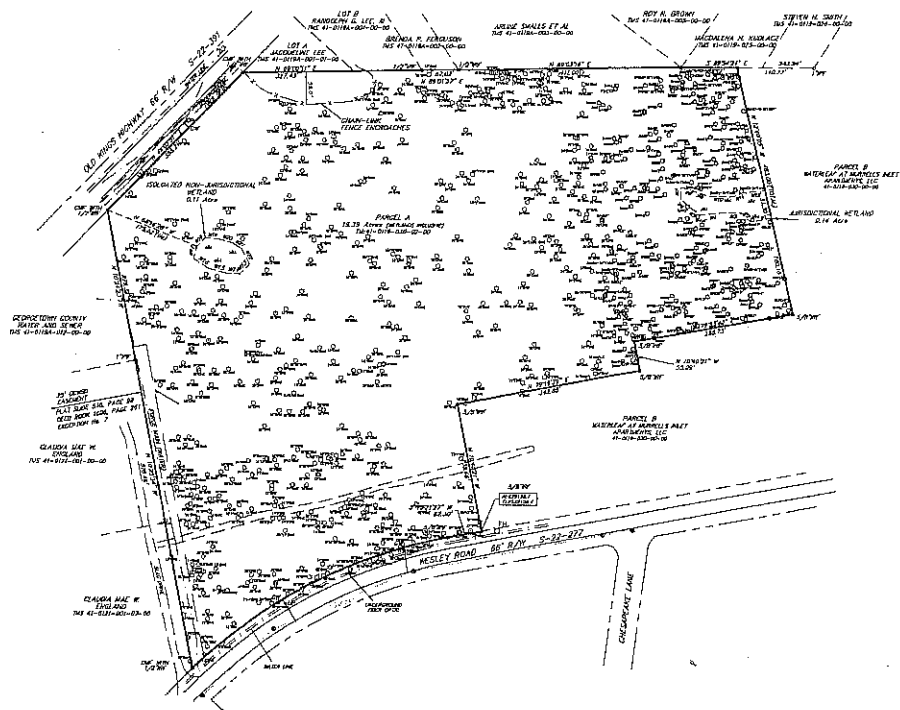
- [illegible]

DATE	RAO/NIS	APC LENGTH	CHORD LENGTH	CHORD AREA
87	000.41	1.16.41	1.00.00	0.131611



194	N 41° 15' 00" E	201	100
195	N 42° 15' 00" E	202	100
196	N 43° 15' 00" E	203	100
197	N 44° 15' 00" E	204	100
198	N 45° 15' 00" E	205	100
199	N 46° 15' 00" E	206	100
200	N 47° 15' 00" E	207	100
201	N 48° 15' 00" E	208	100
202	N 49° 15' 00" E	209	100
203	N 50° 15' 00" E	210	100
204	N 51° 15' 00" E	211	100
205	N 52° 15' 00" E	212	100
206	N 53° 15' 00" E	213	100
207	N 54° 15' 00" E	214	100
208	N 55° 15' 00" E	215	100
209	N 56° 15' 00" E	216	100
210	N 57° 15' 00" E	217	100
211	N 58° 15' 00" E	218	100
212	N 59° 15' 00" E	219	100
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217	N 64° 15' 00" E	224	100
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219	N 66° 15' 00" E	226	100
220	N 67° 15' 00" E	227	100
221	N 68° 15' 00" E	228	100
222	N 69° 15' 00" E	229	100
223	N 70° 15' 00" E	230	100
224	N 71° 15' 00" E	231	100
225	N 72° 15' 00" E	232	100
226	N 73° 15' 00" E	233	100
227	N 74° 15' 00" E	234	100
228	N 75° 15' 00" E	235	100
229	N 76° 15' 00" E	236	100
230	N 77° 15' 00" E	237	100
231	N 78° 15' 00" E	238	100
232	N 79° 15' 00" E	239	100
233	N 80° 15' 00" E	240	100
234	N 81° 15' 00" E	241	100
235	N 82° 15' 00" E	242	100
236	N 83° 15' 00" E	243	100
237	N 84° 15' 00" E	244	100
238	N 85° 15' 00" E	245	100
239	N 86° 15' 00" E	246	100
240	N 87° 15' 00" E	247	100
241	N 88° 15' 00" E	248	100
242	N 89° 15' 00" E	249	100
243	N 90° 15' 00" E	250	100



LOCARON 16



LEGEND:

- PT-IRON PIPE FOUND
 RP-IRON REBAR FOUND
 P-SALADY PIPE SEE
 C/P-CONCRETE MOUNTMENT FOUR
 DIMENSIONAL NOTE
 UP-UTILITY POLE
-  - TELEPHONE PEDESTAL
-  - FIRE HYDRANT

TREE SURVEY
OF PARCEL "A" OF THE WOODLAND TRACT
SURVEYED FOR

WATERLEAF @ MURRELLS INLET
APARTMENTS, LLC

LOCATED IN MURRELLS INLET,
GEORGETOWN COUNTY, SOUTH CAROLINA
NOVEMBER 22, 2019

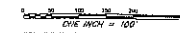
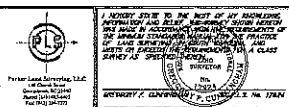
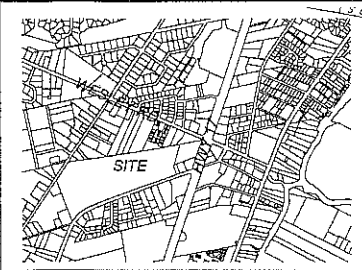
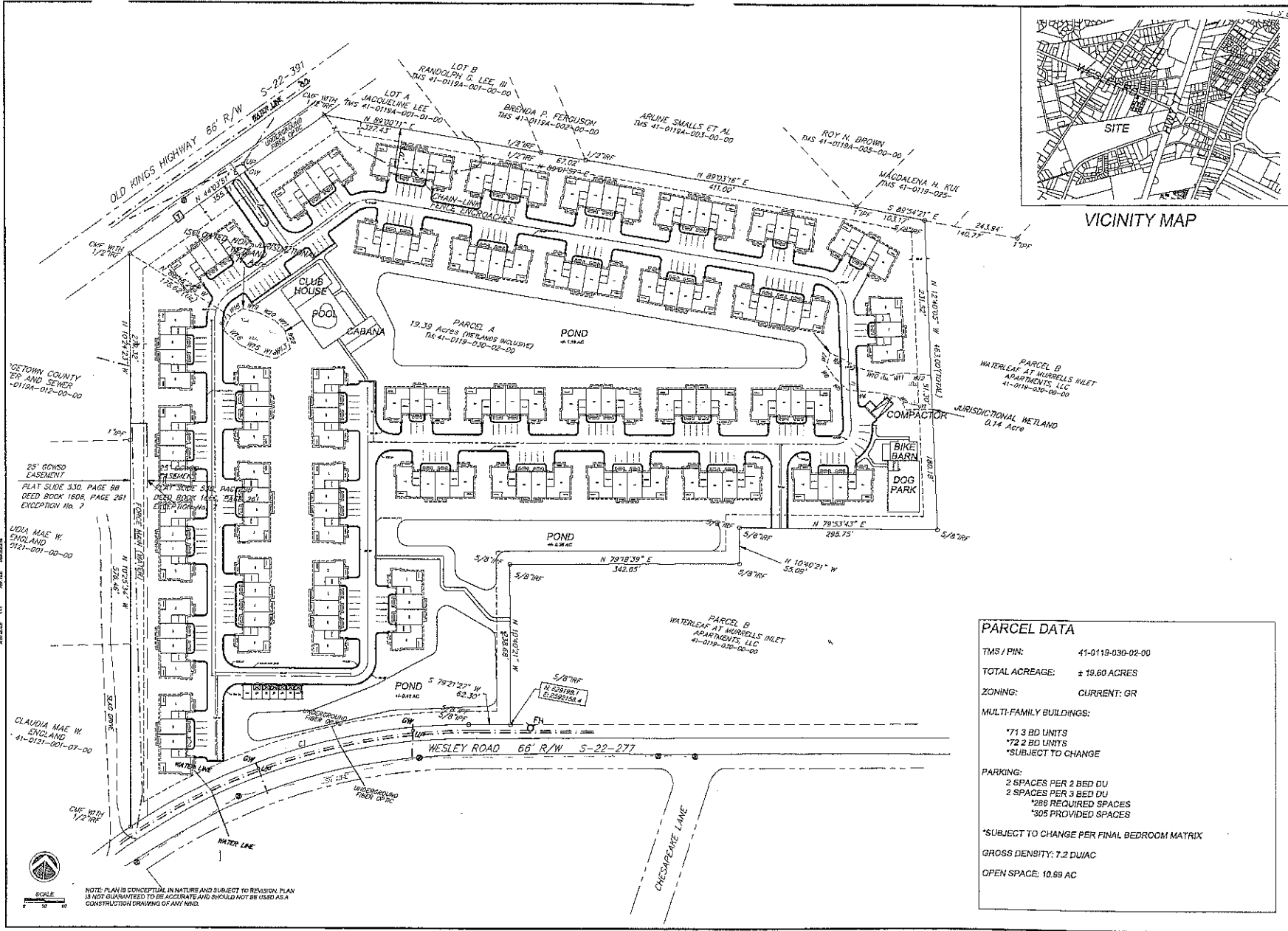
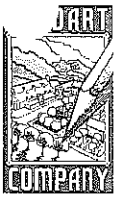


EXHIBIT "D" Conceptual Plan



VICINITY MAP



Consolidated Engineering, Planning, & Surveying, Inc.
2525 Professional Dr., Suite 100, Raleigh, NC 27607
Phone: (919) 875-8700 Fax: (919) 875-8701



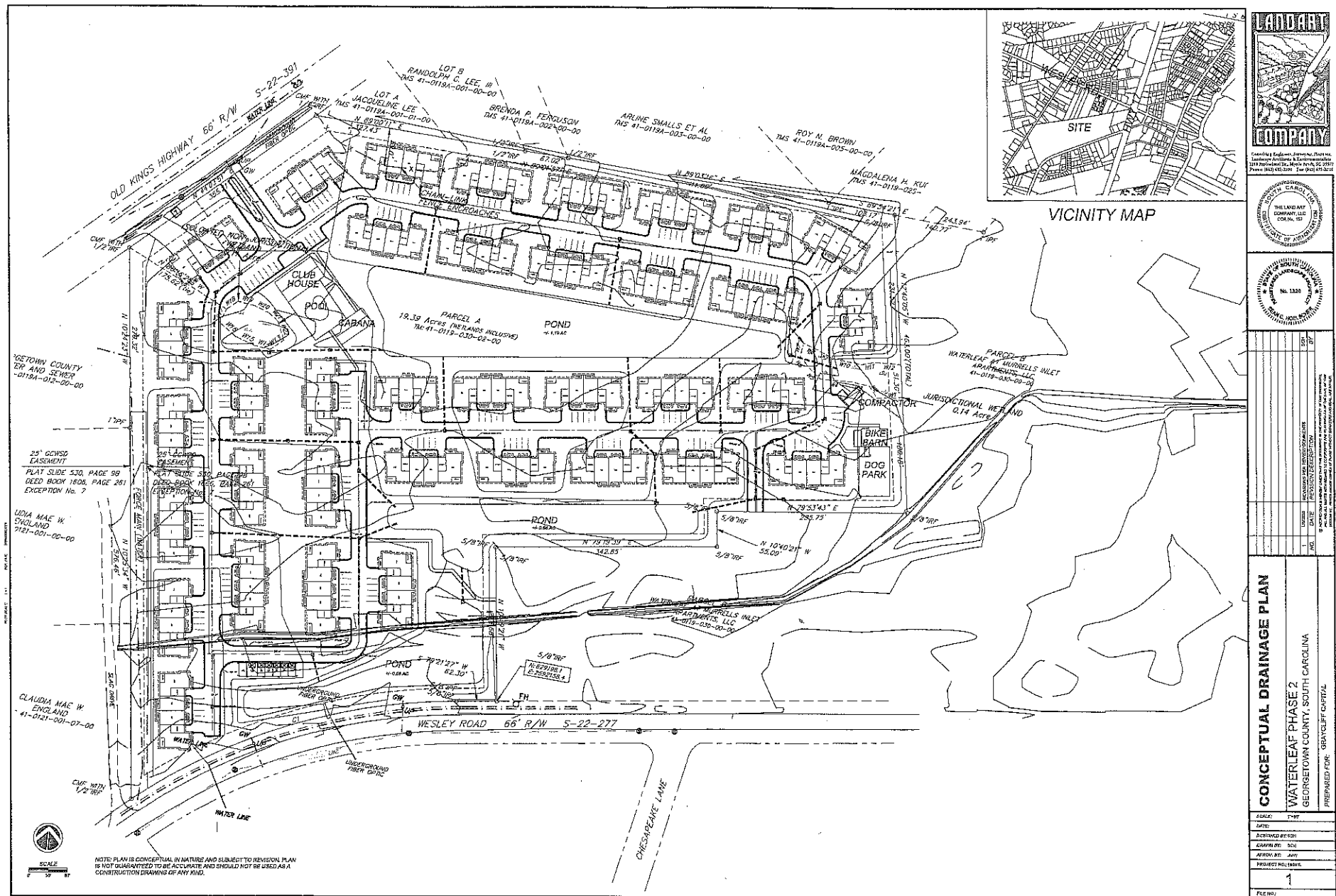
NO.	DATE	DESCRIPTION	BY
1		PREPARED FOR: GRAYCLIFF CAPITAL	

CONCEPTUAL PLAN	
WATERLEAF PHASE 2	
GEORGETOWN COUNTY, SOUTH CAROLINA	
PREPARED FOR: GRAYCLIFF CAPITAL	
SCALE:	1"=50'
DRAWN BY:	DSB
CHECKED BY:	DSB
APPROVED BY:	DSB
PROJECT NO.:	1
FILE NO.:	

PARCEL DATA	
TMS / PIN:	41-0119-030-02-00
TOTAL ACREAGE:	± 18.60 ACRES
ZONING:	CURRENT: GR
MULTI-FAMILY BUILDINGS:	
*71 3 BD UNITS	
*72 2 BD UNITS	
*SUBJECT TO CHANGE	
PARKING:	
2 SPACES PER 2 BED DU	
2 SPACES PER 3 BED DU	
*286 REQUIRED SPACES	
*305 PROVIDED SPACES	
*SUBJECT TO CHANGE PER FINAL BEDROOM MATRIX	
GROSS DENSITY: 7.2 DU/AC	
OPEN SPACE: 10.99 AC	

EXHIBIT "E" Conceptual Plan w/Trees

EXHIBIT "F" Conceptual Drainage Plan



Waterleaf, Phase II Property Location MAJ 12-19-24260

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Waterleaf, Phase II

Lot Lines

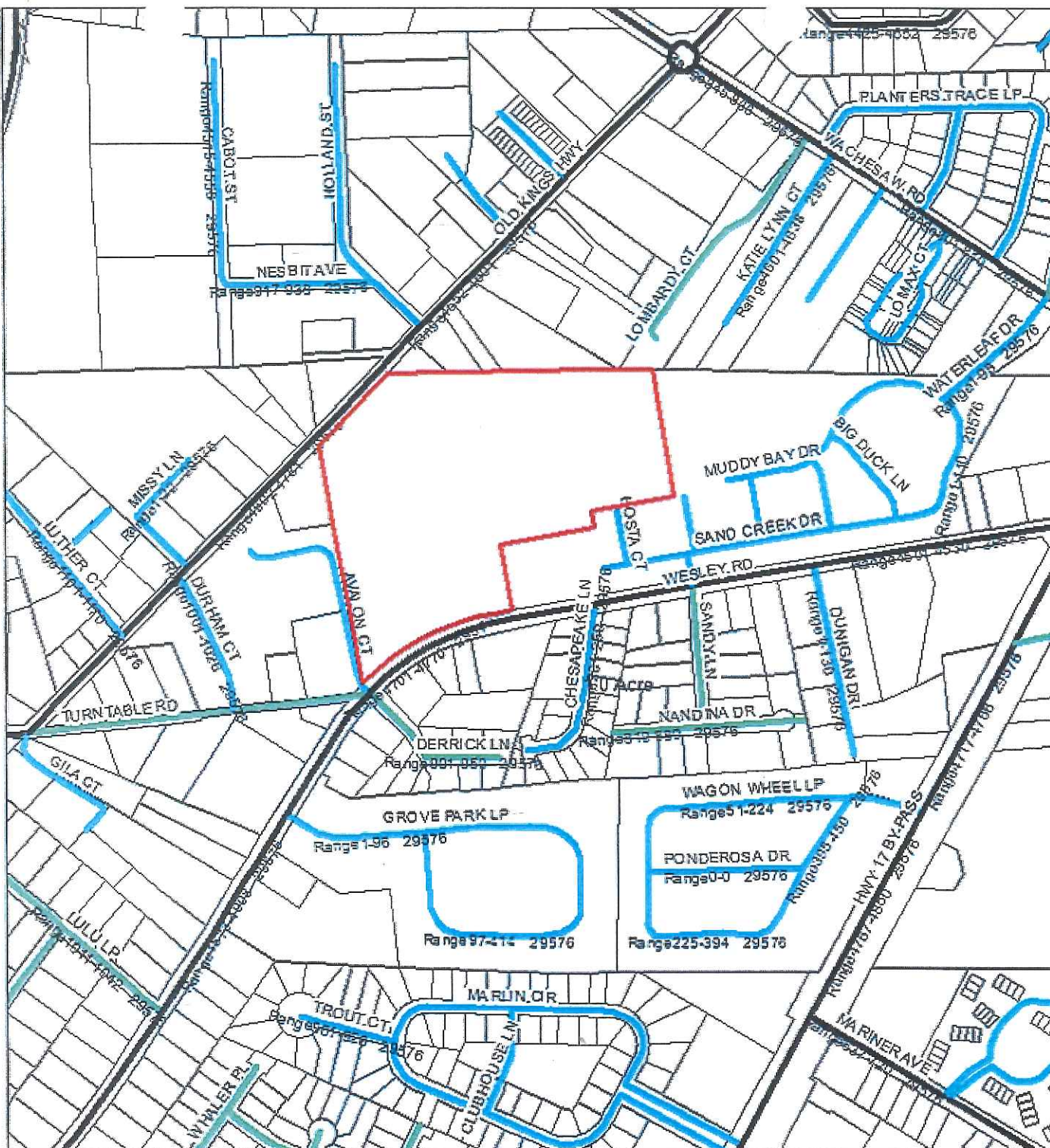
Railroads

Landmarks

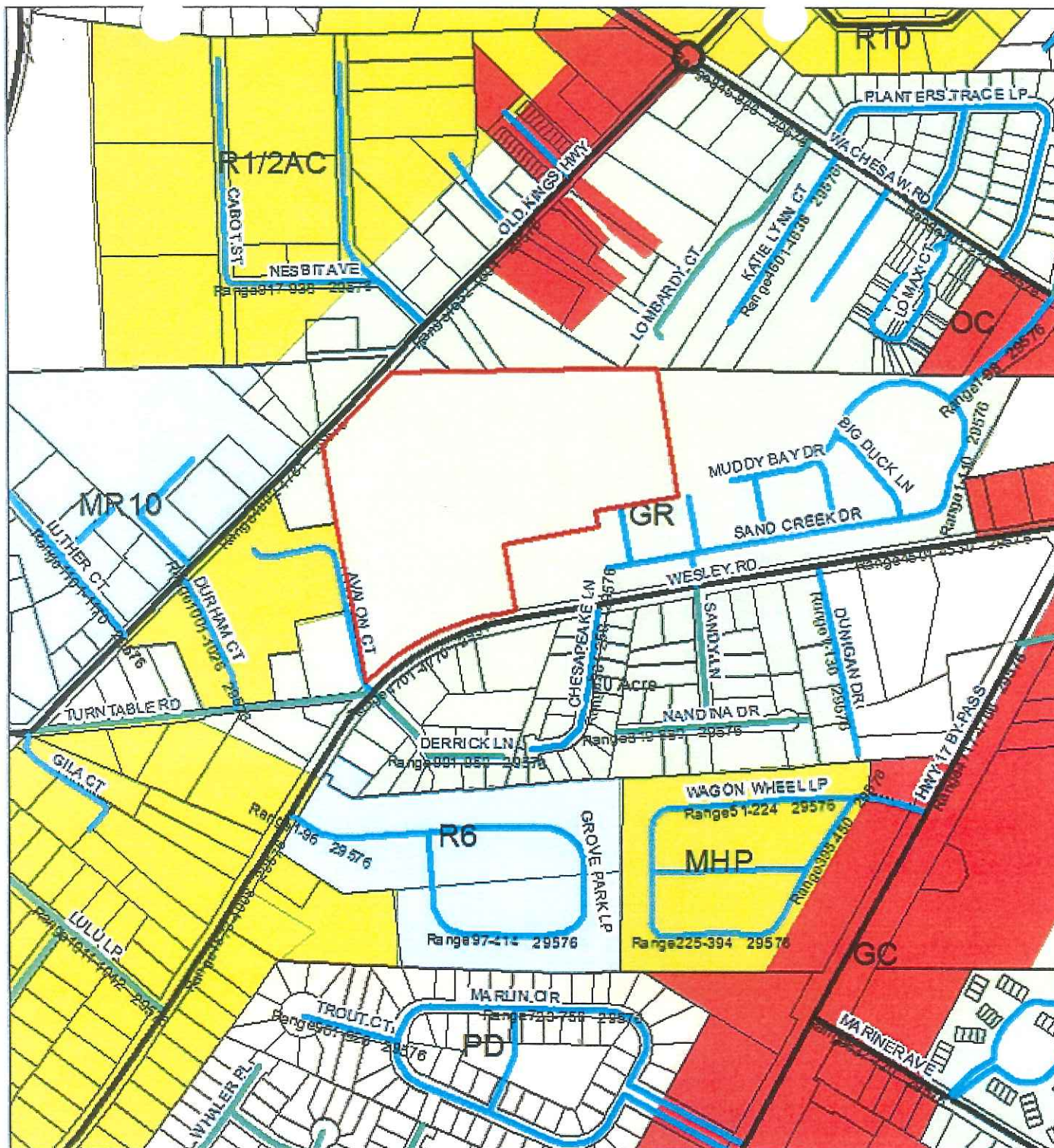
Municipalities

0 170 340 680 1,020 1,360 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.



Waterleaf, Phase Property Zoning MAJ 12-19-24260



Legend

streets

all street classes

Maintained By

County

Private

State

Waterleaf Phase II

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

Q

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R1C

R2C

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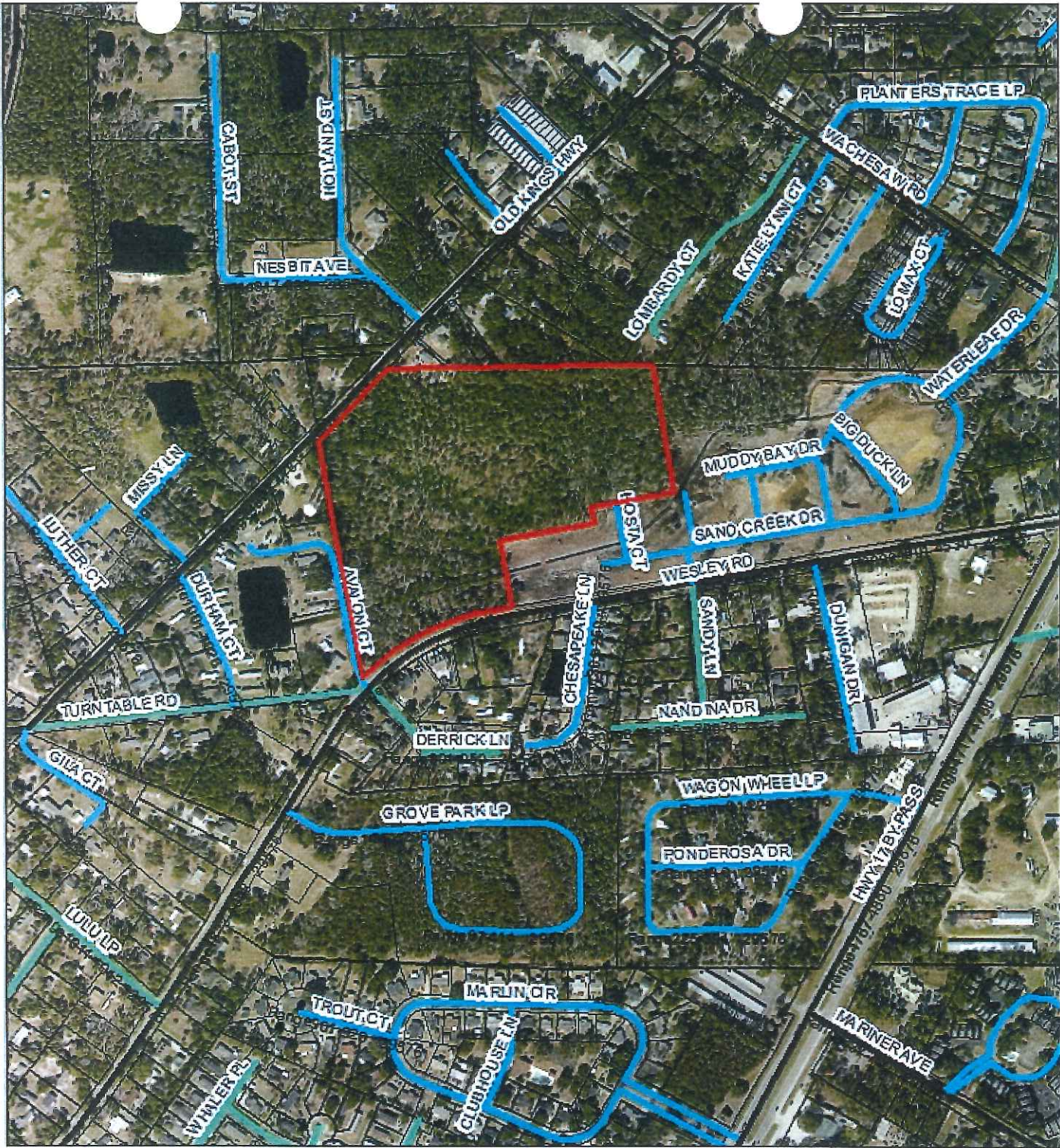
GR

GR

GR



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.



Waterleaf, Phase
Property Aerial
MAJ 12-19-24260

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Waterleaf, Phase II

Lot Lines

Railroads

Landmarks

2017 Hi Res Imagery

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.

Waterleaf, Phase II Property FLU MAJ 12-19-24260

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

— Waterleaf, Phase II

— Lot Lines

— Railroads

— Landmarks

Future Landuse

FUTURE_LAN

— CITY OF GEORGETOWN

— COMMERCIAL

— CONSERVATION PRESERVATION

— EASEMENT

— HIGH DENSITY RESIDENTIAL

— INDUSTRIAL

— LOW DENSITY RESIDENTIAL

— MEDIUM DENSITY RESIDENTIAL

— POND

— PRIVATE RECREATIONAL

— PUBLIC RECREATIONAL

— PUBLIC/SEMI-PUBLIC

— TOWN OF ANDREWS

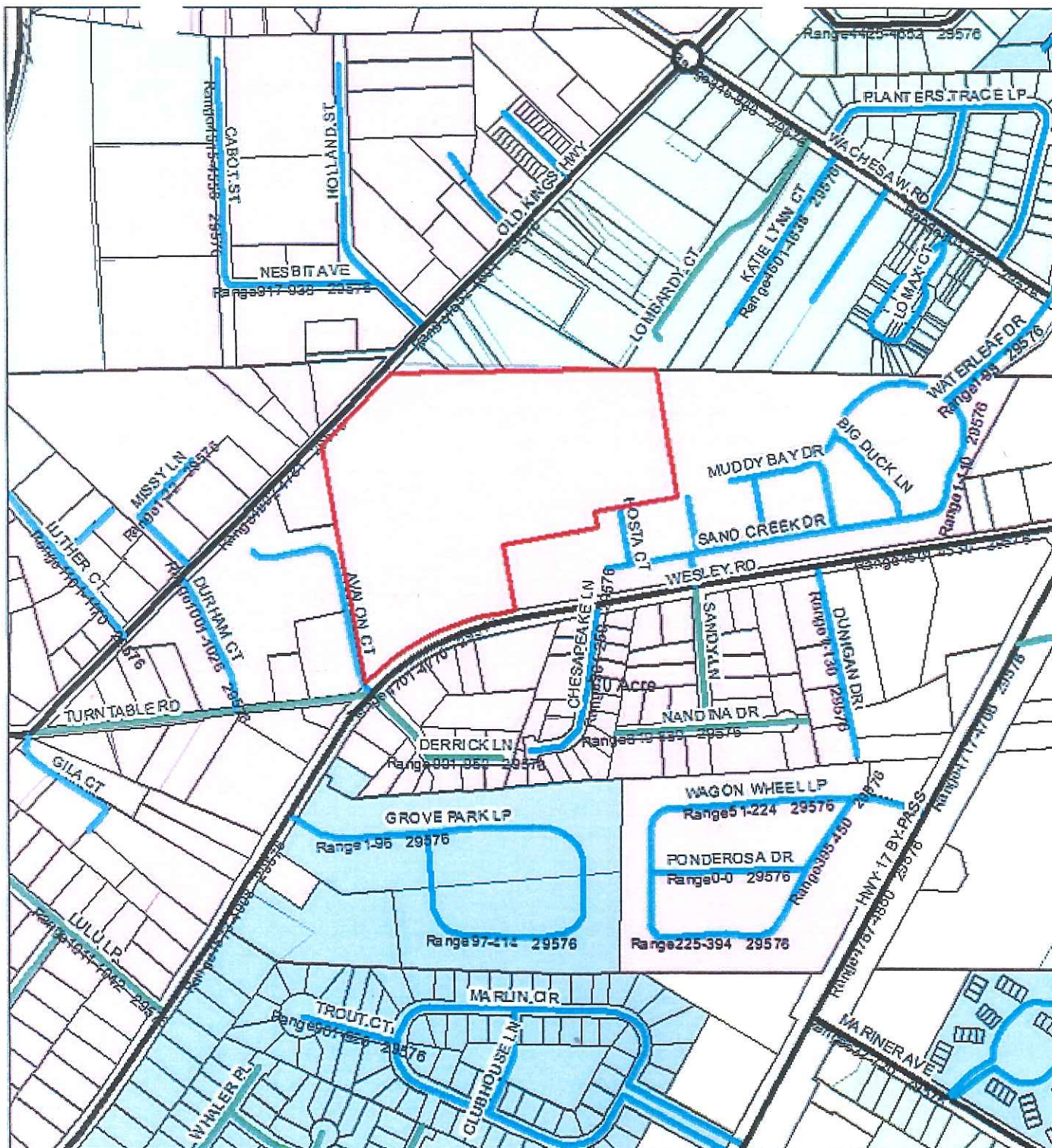
— TOWN OF FI

— TRANSITIONAL

Municipalities

0 170 340 680 1,020 1,360 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.





**WATERLEAF PHASE II AT MURRELLS INLET
DEVELOPMENT TRAFFIC IMPACT ANALYSIS**

Murrells Inlet, South Carolina

December 2019

Prepared for:
Graycliff Capital Partners, LLC

Prepared by:
Stantec Consulting Services Inc.



**WATERLEAF PHASE II AT MURRELLS INLET
DEVELOPMENT TRAFFIC IMPACT ANALYSIS**

Murrells Inlet, South Carolina

December 2019

Prepared for:
Graycliff Capital Partners, LLC
200 E. Broad Street, Suite 220
Greenville, South Carolina

Prepared by:
Stantec Consulting Services Inc.
4969 Centre Pointe Drive, Suite 200
North Charleston, South Carolina
Phone: (843) 740-7700
Fax: (843) 740-7707

Project No. 171002302

Signature

Date

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Executive Summary

A traffic impact analysis was conducted for the Waterleaf Phase II at Murrells Inlet development in accordance with SCDOT and Georgetown County guidelines. The proposed Waterleaf Phase II at Murrells Inlet development is located west of US 17/Ocean Highway between Wesley Road and Old Kings Highway in Murrells Inlet, South Carolina and will consist of 143 townhomes.

Access to the development will be provided through one proposed full access driveway along Old Kings Highway and one existing full access driveway (Begonia Drive) along Wesley Road. Both project driveways meet the SCDOT spacing criteria.

The results of the intersection analysis indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with consideration of the Waterleaf Phase II at Murrells Inlet development, with one exception. The eastbound approach of the US 17/Ocean Highway & Wesley Road intersection currently experiences and is projected to continue to experience undesirable LOS conditions in the future. The projected delay is likely due in part to the conservative nature of the *HCM 2010* unsignalized methodology and adequate gaps in southbound traffic will be generated by the signalized intersection at US 17/Ocean Highway & Wachesaw Road intersection. Therefore, no improvements are recommended.

Based on SCDOT's *Highway Design Manual* considerations for the project driveway, no exclusive turn lanes along Old Kings Highway at the project driveway are recommended at this time.

1.0 INTRODUCTION

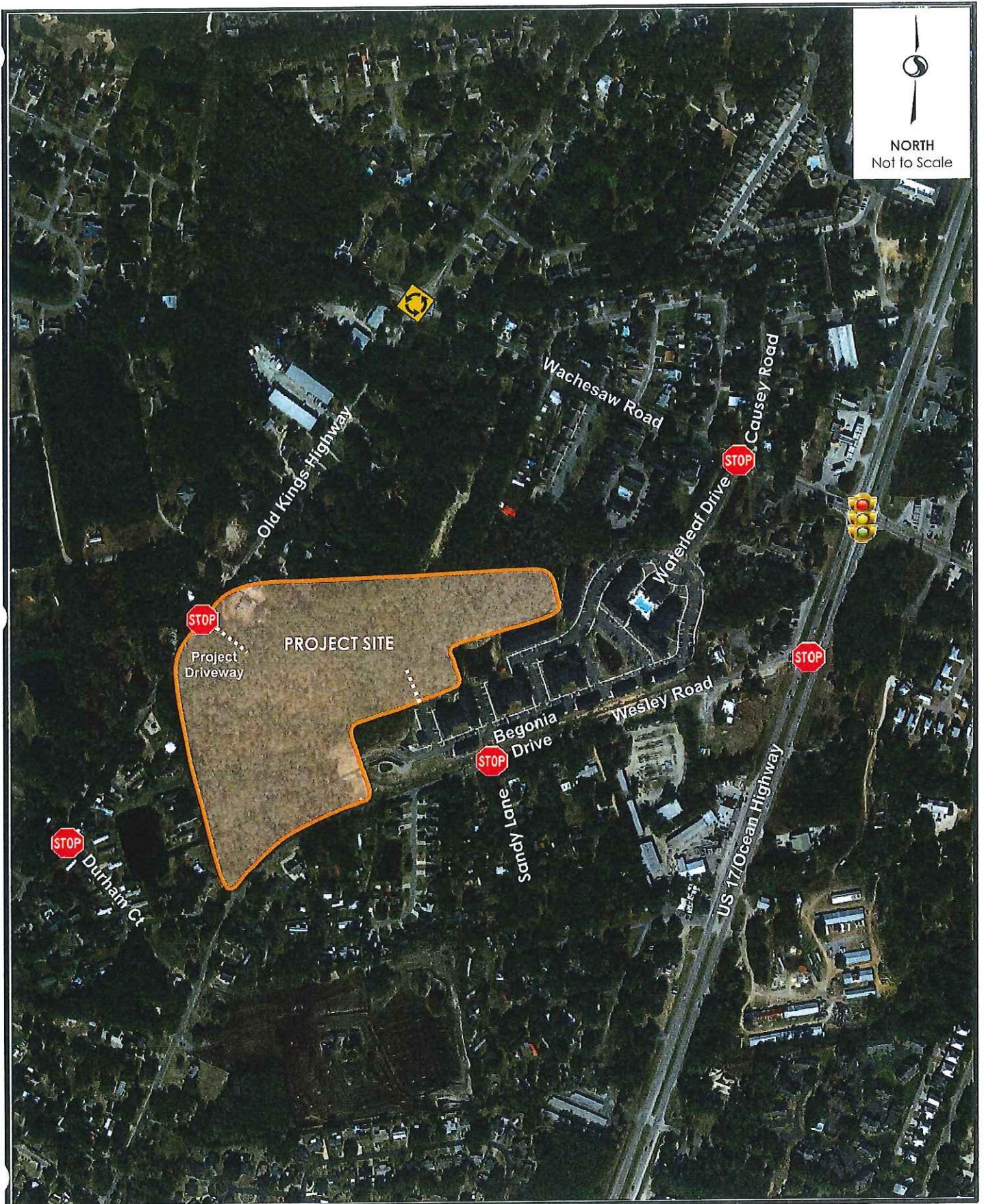
The purpose of this report is to document a traffic impact analysis for the Waterleaf Phase II at Murrells Inlet development in accordance with SCDOT and Georgetown County guidelines. This report summarizes the procedures and findings of the traffic impact analysis.

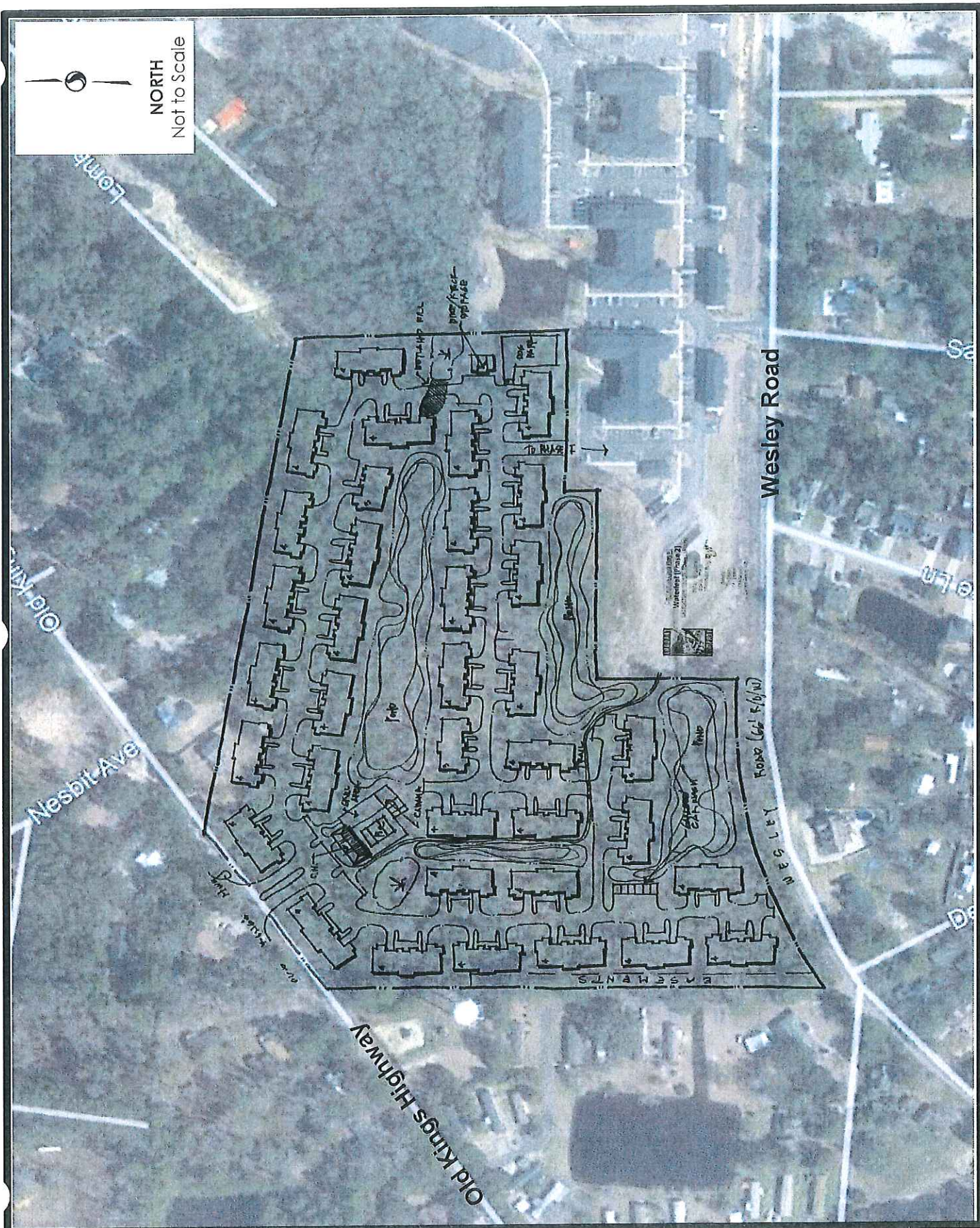
1.1 PROJECT BACKGROUND

The proposed Waterleaf Phase II development is an extension of already existing Waterleaf at Murrells Inlet development which is located west of US 17/Ocean Highway between Wesley Road and Old Kings Highway in Murrells Inlet, South Carolina and consists of 240 apartment units. The proposed phase II will consist of 143 townhomes. Access to the development will be provided through one proposed full access driveway along Old Kings Highway and one existing full access driveway (Begonia Drive) along Wesley Road.

The traffic impact analysis considers the weekday AM peak hour (between 7:00 AM and 9:00 AM) and the weekday PM peak hour (between 4:00 PM and 6:00 PM) as the study time frames. The extent of the existing roadway network to be studied consists of the six intersections of Old Kings Highway & Durham Ct, Old Kings Highway & Wachesaw Road, Waterleaf Drive/Causey Road & Wachesaw Road, US 17/Ocean Highway & Wachesaw Road, US 17/Ocean Highway & Wesley Road, and Begonia Drive/Sandy Lane & Wesley Road for use in the traffic impact analysis.

The buildout date for the proposed development is anticipated prior to 2022; therefore, future-year 2022 conditions were analyzed as the Build scenario. **Exhibit 1.1** illustrates the location of the project site, including the adjacent public roadway network, and **Exhibit 1.2** illustrates a site plan of the proposed development.





1.2 EXISTING ROADWAY CONDITIONS

US 17/Ocean Highway is a four-lane principal arterial that primarily serves commercial and residential land uses. The posted speed limit is 45 mph. The 2018 AADT was 38,400 vpd. Based upon existing turning movement counts, the percentage of heavy vehicles along US 17/Ocean Highway is 3%.

Old Kings Highway is a two-lane, state-maintained roadway that primarily serves residential land uses. The 2018 AADT was 1,450 vpd. The posted speed limit is 35 mph. Based upon existing turning movement counts, the percentage of heavy vehicles along Old Kings Highway is less than 1%.

Wachesaw Road is a two-lane collector that primarily serves residential and commercial land uses. The posted speed limit is 35 mph. The 2018 AADT was 6,500 vpd. Based upon existing turning movement counts, the percentage of heavy vehicles along Wachesaw Road is less than 2%.

Wesley Road is a two-lane collector that primarily serves residential and commercial land uses. The posted speed limit is 35 mph. Based upon existing turning movement counts, the percentage of heavy vehicles along Wesley Road is less than 1%.

2.0 DRIVEWAY SPACING REVIEW

Access to the development will be provided through one proposed full access driveway along Old Kings Highway and one existing full access driveway (Begonia Drive) along Wesley Road. A review of the driveway spacing of the proposed full access driveways was undertaken based upon information contained in *SCDOT's Access & Roadside Management Standards (ARMS) manual*.

Based upon the 35 mph posted speed limit and the driveway spacing criteria in *ARMS*, a minimum driveway spacing of 125 feet is required for full access driveway along Old Kings Highway. The proposed full access driveway on Old Kings Highway is located approximately 350 feet west of Nesbit Avenue and 340 feet east of an existing driveway, which meet the SCDOT spacing criteria.

3.0 PROJECT TRAFFIC

Project traffic used in this analysis is defined as the vehicle trips expected to be generated by the Waterleaf Phase II at Murrells Inlet development. These trips were distributed and assigned throughout the study roadway network.

3.1 PROPOSED LAND USES

The Waterleaf Phase II at Murrells Inlet development consists of 143 townhomes. The project site for Phase II is currently vacant.

3.2 TRIP GENERATION ESTIMATES

The trip generation potential for the development was estimated using information contained in ITE's *Trip Generation Manual*, 10th Edition (2017) reference. The estimates utilized land use code (LUC) 220 - Multifamily Housing (Low-Rise) and were developed for the weekday daily, the weekday AM peak hour of the adjacent street, and the weekday PM peak hour of the adjacent street time periods. Due to the nature of the development, internal and pass-by capture were not considered in the trip generation estimates. The trip generation estimates for the development is shown in **Table 3.1** and documented in **Appendix A**.

Table 3.1 – Trip Generation Estimates

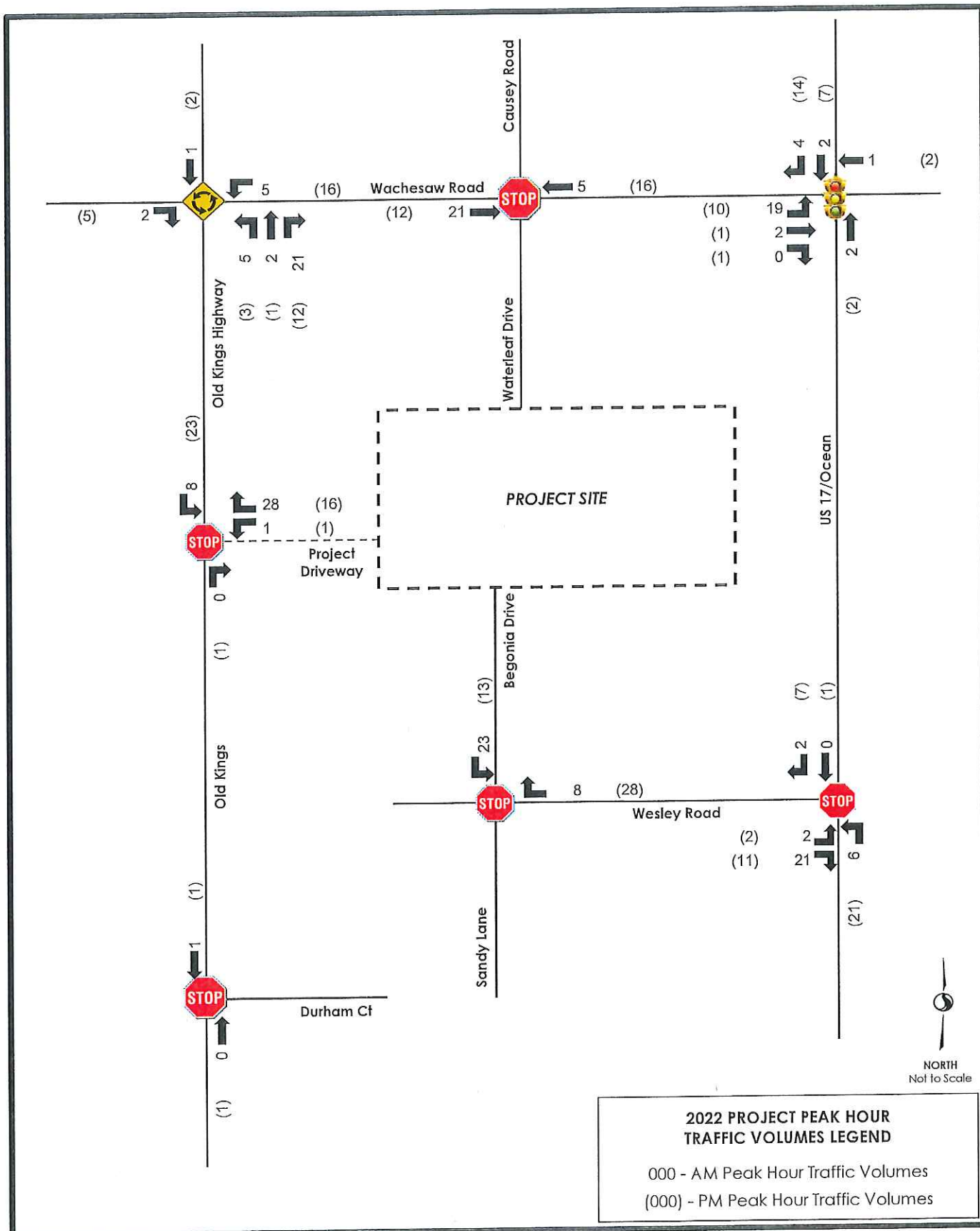
Land Use	ITE LUC	Scale	Daily	Weekday AM Peak Hour		Weekday PM Peak Hour	
				Enter	Exit	Enter	Exit
Multifamily Housing (Low-Rise)	220	143 Dwelling Units	1,040	16	52	52	30
New, External Trips:			1,040	16	52'	52	30

3.3 TRIP DISTRIBUTION & ASSIGNMENT

New external traffic expected to be generated by the Waterleaf at Murrells Inlet development was distributed and assigned to the roadway network based upon existing travel patterns in the area. The general distribution of new project trips was assumed to be:

- 40% to/from the north via US 17/Ocean Highway;
- 40% to/from the south via US 17/Ocean Highway;
- 5% to/from the east via Wachesaw Road;
- 10% to/from the west via Wachesaw Road;
- 3% to/from the north via Old Kings Highway; and
- 2% to/from the south via Old Kings Highway.

The assignment of project traffic is illustrated in **Exhibit 3.1** for the AM and PM peak hours.



4.0 TRAFFIC VOLUME DEVELOPMENT

Existing 2019 traffic volumes were collected for future volume development. The future-year 2022 traffic volumes consisted of the 2019 traffic volumes adjusted by an annual growth rate and projected traffic volumes of the Waterleaf Phase II at Murrells Inlet development.

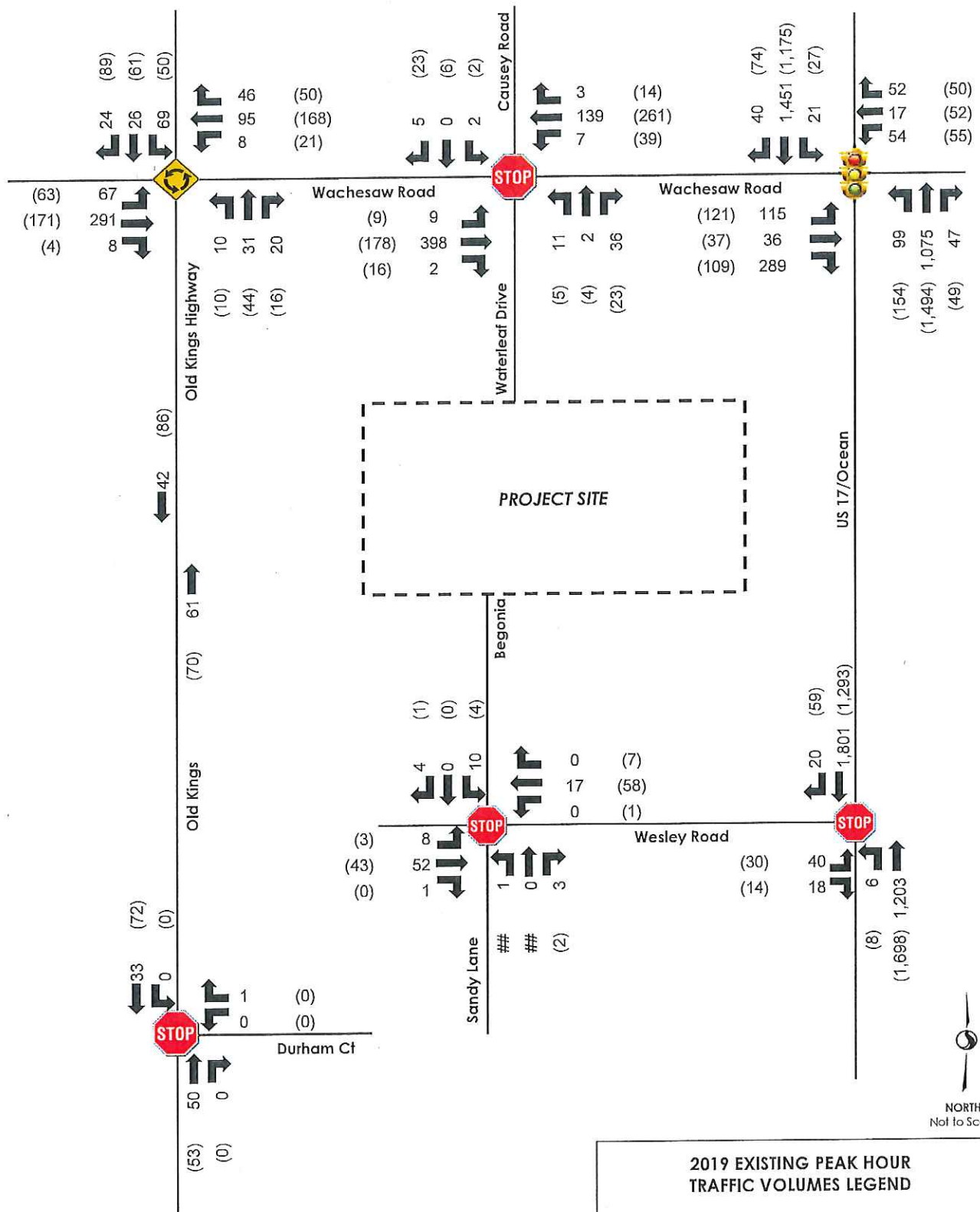
4.1 EXISTING TRAFFIC VOLUMES

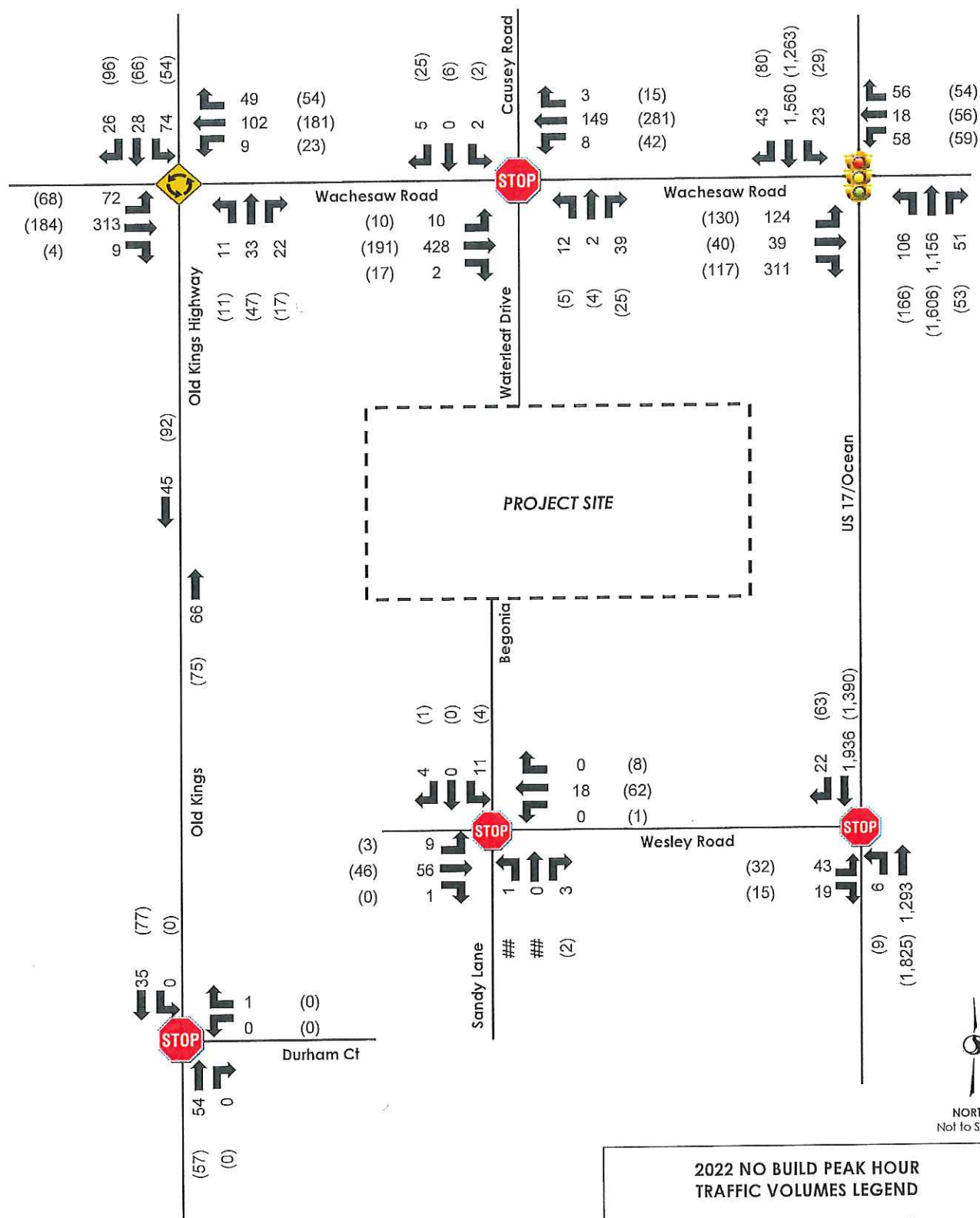
Vehicle turning movement counts were conducted in 2019 during the weekday AM peak period (from 7:00 AM to 9:00 AM) and the weekday PM peak period (from 4:00 PM to 6:00 PM) at the six intersections of Old Kings Highway & Durham Ct, Old Kings Highway & Wachesaw Road, Waterleaf Drive/Causey Road & Wachesaw Road, US 17/Ocean Highway & Wachesaw Road, US 17/Ocean Highway & Wesley Road, and Begonia Drive/Sandy Lane & Wesley Road for use in the traffic impact analysis. The raw traffic volume counts are provided in **Appendix B** and 2019 Peak Hour Existing Traffic Volumes are illustrated in **Exhibit 4.1**.

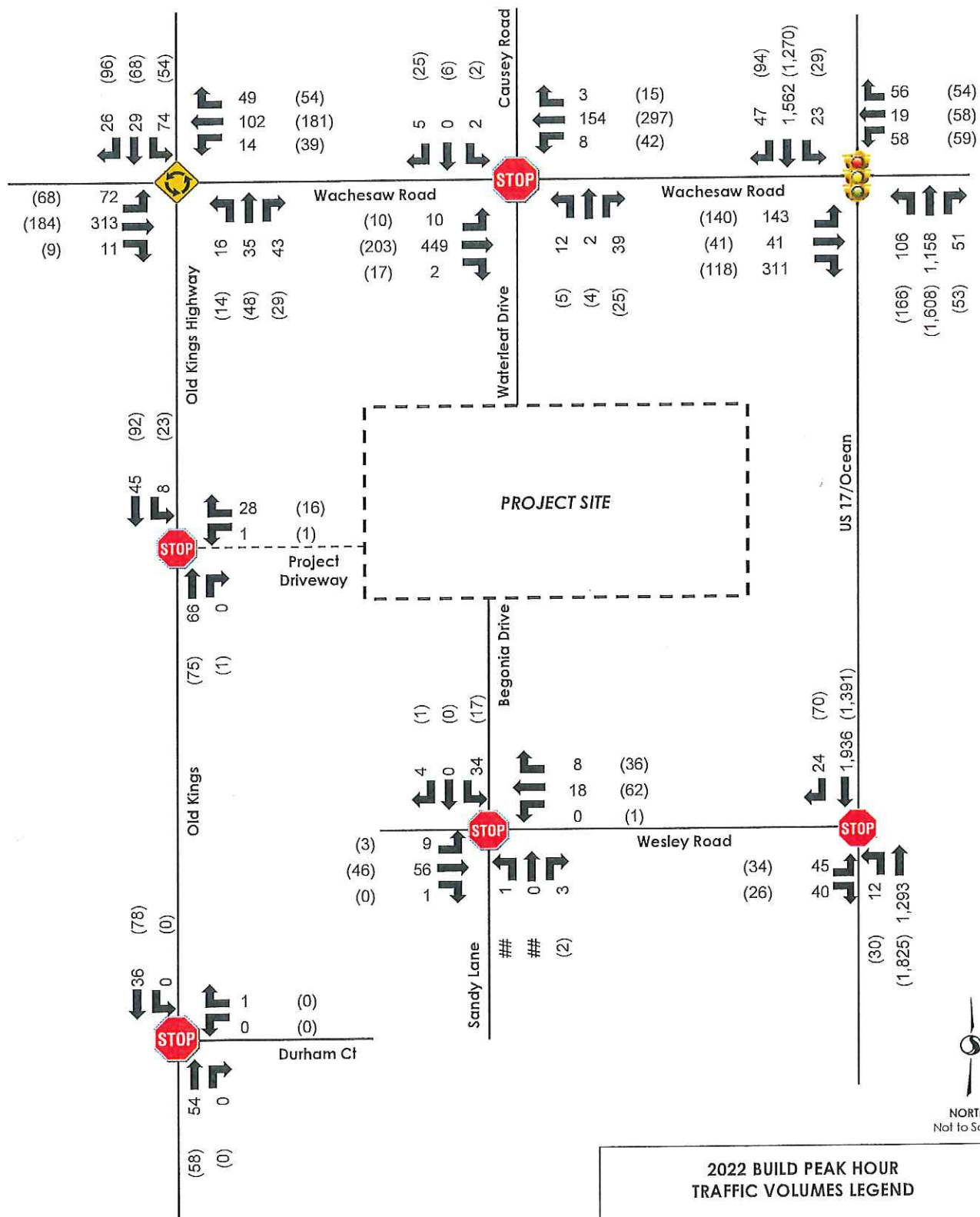
4.2 Future Traffic Volume Projections

To develop an annual background growth rate for use in the analysis, historical count data along US 17/Ocean Highway and Wachesaw Road (SCDOT count stations #121 and #201) was reviewed over the past five years. It was determined that the roadways have collectively experienced annual growth of less than 2.5%. Therefore, to provide a conservative analysis, a 2.5% annual growth rate was utilized to develop 2022 No Build traffic volumes, which are illustrated in **Exhibit 4.2**.

The Waterleaf at Murrells Inlet project traffic volumes were then added to the 2022 No Build traffic volumes to develop 2022 Build traffic volumes, which are illustrated in **Exhibit 4.3**. Intersection traffic volume development is documented in **Appendix C**.







5.0 TRAFFIC IMPACT ANALYSIS

Using the existing and projected traffic volumes previously discussed, intersection analyses were conducted for the study and project driveway intersections considering 2019 Existing conditions, 2022 No Build conditions, and 2022 Build conditions. This analysis was conducted using the Transportation Research Board's *Highway Capacity Manual 2010 (HCM 2010)* methodologies of the *Synchro*, Version 10 software for intersection analysis and *Sidra Intersection*, Version 6.1 software for roundabout analysis.

Intersection level of service (LOS) grades range from LOS A to LOS F, which are directly related to the level of control delay at the intersection and characterize the operational conditions of the intersection traffic flow. LOS A operations typically represent ideal, free-flow conditions where vehicles experience little to no delays, and LOS F operations typically represent poor, forced-flow (bumper-to-bumper) conditions with high vehicular delays, and are generally considered undesirable. **Table 5.1** summarizes the *HCM 2010* control delay thresholds associated with each LOS grade for unsignalized and signalized intersections.

Table 5.1 – HCM 2010 LOS Criteria for Unsignalized & Signalized Intersections

Unsignalized Intersections		Signalized Intersections	
LOS	Control Delay Per Vehicle (seconds)	LOS	Control Delay Per Vehicle (seconds)
A	≤ 10	A	≤ 10
B	> 10 and ≤ 15	B	> 10 and ≤ 20
C	> 15 and ≤ 25	C	> 20 and ≤ 35
D	> 25 and ≤ 35	D	> 35 and ≤ 55
E	> 35 and ≤ 50	E	> 55 and ≤ 80
F	> 50	F	> 80

5.1 INTERSECTION LOS ANALYSIS

As part of the intersection analysis, SCDOT's default *Synchro* parameters were utilized. The 2019 traffic counts peak-hour factors (PHF) were utilized in the analysis of existing peak season and future conditions with a minimum PHF of 0.90 and maximum PHF of 0.95 being considered for the existing and future-year conditions. Existing heavy vehicle percentages, as previously discussed, were utilized in the analysis, with a minimum percentage of 2% considered. The existing lane geometry was also utilized for the analysis of existing conditions and the future-year scenarios.

Using the *Synchro* and *SIDRA* softwares, intersection analyses were conducted for 2019 Existing conditions, 2022 No Build conditions, and 2022 Build conditions for the weekday AM peak-hour and the weekday PM peak-hour time periods. The results of the intersection analyses for existing and future-year conditions for the weekday AM and PM peak-hour time periods are summarized in **Table 5.2**. For the unsignalized intersections, the LOS and delay results are shown for the worst-case minor-street approaches only, as based upon the *HCM 2010* methodologies for two-way stop-controlled intersections.

Table 5.2 – Intersection Analysis Results

Intersection	Intersection Control	LOS/Delay (seconds)					
		2019 Existing Conditions		2022 No Build Conditions		2022 Build Conditions	
		AM	PM	AM	PM	AM	PM
US 17/Ocean Highway & Wachesaw Road	Signalized	C/24.3	B/16.7	C/29.8	B/18.8	C/30.1	B/19.2
US 17/Ocean Highway & Wesley Road	Two-way stop	F/70.3 (EB)	C/68.9 (EB)	F/110.6 (EB)	D/33 (EB)	F/150 (EB)	D/33.3 (EB)
Wachesaw Road & Waterleaf Drive/Causey Road	Two-way stop	B/12.6 (NB)	B/11.4 (SB)	B/13.2 (NB)	B/11.7 (SB)	B/13.5 (NB)	B/11.9 (SB)
Wesley Road & Begonia Drive/Sandy Lane	Two-way stop	A/9.0 (SB)	A/9.2 (SB)	A/9.0 (SB)	A/9.2 (SB)	A/9.3 (SB)	A/9.5 (SB)
Old Kings Highway & Wachesaw Road	Roundabout	A/5.9	A/5.9	A/6.0	A/6.0	A/6.1	A/6.1
Old Kings Highway & Durham Ct	Two-way stop	A/8.6 (WB)	A/0.0 (WB)	A/8.6 (WB)	A/0.0 (WB)	A/8.6 (WB)	A/0.0 (WB)
Old King Highway & Project Driveway	Two-way stop	-	-	-	-	A/8.8 (WB)	A/8.8 (WB)

Note: LOS/Delay is shown for the worst-case minor-street approach of the two-way stop-controlled intersections.

The results of the intersection analyses indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with consideration of the Waterleaf Phase II at Murrells Inlet development, with one exception.

The eastbound approach of the US 17/Ocean Highway & Wesley Road intersection currently experiences and is projected to continue to experience undesirable LOS conditions in the future, especially in AM peak hours. The projected delay is likely due in part to the conservative nature of the *HCM 2010* unsignalized methodology and gaps in southbound traffic will be generated by the signalized intersection at US 17/Ocean Highway & Wachesaw Road intersection. Therefore, no improvements are recommended.

Synchro and SIDRA reports documenting the intersection analysis are provided in **Appendix D** for 2019 Existing conditions, **Appendix E** for 2022 No-Build conditions and, **Appendix F** for 2022 Build conditions.

5.2 TURN LANE ANALYSIS

An analysis was conducted to determine the potential need for exclusive turn lanes for the proposed ingress movements at the proposed project driveway intersections along Old Kings Highway. This analysis was conducted utilizing the criteria documented in *SCDOT's ARMS manual (2008)* and *Roadway Design Manual (2017)*.

The need for exclusive right-turn lane is based upon the criteria documented in Section 9.5.1.1 of the *Roadway Design Manual*, which consists of nine considerations. These considerations and applications for the proposed project driveway are listed below.

- 1) *at a free-flowing leg of any unsignalized intersection on a two-lane urban or rural highway which satisfies the criteria in Figure 9.5-A;*

Old Kings Highway is a two-lane rural highway with a posted speed limit of 35 miles per hour. This criterion was reviewed (refer **Appendix G**) for the project driveway. The analysis indicates that the Project Driveway does not meet the criteria for an exclusive right-turn lane.

- 2) *at the free-flowing leg of any unsignalized intersection on a high-speed (50 miles per hour or greater), four-lane urban or rural highway which satisfies the criteria in Figure 9.5-B;*

This criterion is not applicable as the speed limit on Old Kings Highway is less than 50 mph.

- 3) *at the free-flowing leg of any unsignalized intersection on a six-lane urban or rural highway;*

Old Kings Highway is not a six-lane roadway; therefore, this criterion is not applicable.

- 4) *at any intersection where a capacity analysis determines a right-turn lane is necessary to meet the overall level-of-service criteria;*

The intersection analysis results shown in Table 5.2 suggest that the proposed project driveway intersection would operate at an acceptable LOS; therefore, this criterion is not applicable.

- 5) *as a general rule, at any signalized intersection where the projected right-turning volume is greater than 300 vehicles per hour and where there are greater than 300 vehicles per hour per lane on the mainline (A traffic analysis will be required if the turning volumes are greater than 300 vehicles per hour.);*

This criterion is not applicable as the project driveway intersection along Old Kings Highway is an unsignalized intersection and have right-turning volume less than 300 vehicles per hour.

- 6) *for uniformity of intersection design along the highway if other intersections have right-turn lanes;*

There are no other exclusive right-turn lanes along Old Kings Highway at nearby intersections; therefore, this criterion is not applicable.

- 7) *At any intersection where the mainline is curved to the left and where the mainline curve requires superelevation;*

The mainline is not curved at the proposed project driveways; therefore, this criterion is not applicable.

- 8) *at railroad crossings where the railroad is paralleled to the facility and is located close to the intersection and where a right-turn lane would be desirable to store queued vehicles avoiding interference with the movement of through traffic; or*

The intersection is not near railroad facilities; therefore, this criterion is not applicable.

- 9) *at any intersection where the crash experience, existing traffic operations, sight distance restrictions (e.g., intersection beyond a crest vertical curve), or engineering judgment indicates a significant conflict related to right turning vehicles.*

No issues with crashes, traffic operations, or sight distance are known; therefore, this criterion is not applicable.

Based on the *Roadway Design Manual* guidelines, an exclusive northbound right-turn lane along Old Kings Highway is not recommended.

The need for exclusive left-turn lanes can be assessed based upon the criteria documented in Section 9.5.1.2 of the *Roadway Design Manual*, which consists of nine considerations. These considerations and applications for the proposed project driveways along Old Kings Highway are discussed below:

- 1) *at any unsignalized intersection on principal, high-speed rural highways with other arterials or collectors;*

This criterion is not applicable as Old Kings Highway is a two-lane major collector road with a posted speed limit of 35 miles per hour.

- 2) *at any unsignalized intersection on a two-lane urban or rural highway that satisfies the criteria in Figures 9.5-C, 9.5-D, 9.5-E, 9.5-F, or 9.5-G;*

Old Kings Highway is a two-lane rural highway with posted speed limit of 35 miles per hour. As the above listed figures are only for roads with speed more than 40 miles per hour, the project driveway was analyzed for 40 mile per hour. The analysis (refer Appendix G) indicates that the Project Driveway does not meet the criteria for an exclusive left-turn lane.

- 3) *at any intersection where a capacity analysis determines a left-turn lane is necessary to meet the level-of-service criteria;*

The intersection analysis results shown in Table 5.2 suggest that the proposed project driveway intersection would operate at an acceptable LOS with no exclusive left turn lane; therefore, this criterion is not applicable.

- 4) *at any signalized intersection where the left-turn volume is 300 vehicles per hour or more, conduct a traffic review to determine if dual left-turn lanes are required;*

This criterion is not applicable as the Project Driveways intersection with Old Kings Highway is not proposed to be signalized and the left-turn volume is less than 300 vehicles per hour.

- 5) *as a general rule, at any intersection where the left-turning volume is 100 vehicles per hour (for a single turn lane) or 300 vehicles per hour (for a dual turn lane);*

As shown in Exhibit 4.3, the left-turning volumes at the Project Driveways intersection with Old Kings Highway is less than the threshold(s) listed; therefore, this criterion is not applicable.

- 6) *at all entrances to major residential, commercial and industrial developments;*

The Waterleaf Phase II Development could be classified as a major residential development. However, considering other criteria and the low left turn volumes (<30 vph) at the intersection, an exclusive left turn lane is not recommended.

- 7) *at all median crossovers;*

There is no median along Old Kings Highway; therefore, this criterion is not applicable.

- 8) *for uniformity of intersection design along the highway if other intersections have left-turn lanes (i.e., to satisfy driver expectancy); or*

There are no exclusive left-turn lanes at other intersections along Old Kings Highway; therefore, this criterion is not applicable.

- 9) *at any intersection where crash experience, traffic operations, sight distance restrictions (e.g., intersection beyond a crest vertical curve), or engineering judgment indicates a significant conflict related to left-turning vehicles.*

No issues with crashes, traffic operations, or sight distance are known; therefore, this criterion is not applicable.

Based on the above discussion, exclusive left turn lane is not recommended at Project Driveways intersection with Old Kings Highway.

6.0 SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact analysis was conducted for the Waterleaf Phase II at Murrells Inlet development in accordance with SCDOT and Georgetown County guidelines. The proposed Waterleaf Phase II at Murrells Inlet development is located west of US 17/Ocean Highway between Wesley Road and Old Kings Highway in Murrells Inlet, South Carolina and will consist of 143 townhomes.

Access to the development will be provided through one proposed full access driveway along Old Kings Highway and one existing full access driveway (Begonia Drive) along Wesley Road. Both project driveways meet the SCDOT spacing criteria.

The results of the intersection analysis indicate that the study intersections currently operate and are expected to continue to operate at an acceptable LOS with consideration of the Waterleaf Phase II at Murrells Inlet development, with one exception. The eastbound approach of the US 17/Ocean Highway & Wesley Road intersection currently experiences and is projected to continue to experience undesirable LOS conditions in the future. The projected delay is likely due in part to the conservative nature of the *HCM 2010* unsignalized methodology and adequate gaps in southbound traffic will be generated by the signalized intersection at US 17/Ocean Highway & Wachesaw Road intersection. Therefore, no improvements are recommended.

Based on SCDOT's *Highway Design Manual* considerations for the project driveway, no exclusive turn lanes along Old Kings Highway at the project driveway are recommended at this time.

Appendix A: Trip Generation Worksheet



TRIP GENERATION ESTIMATES
Waterleaf Phase II at Murrells Inlet

Weekday Daily

TRIP GENERATION CHARACTERISTICS						DIRECT. DISTRIB.		GROSS TRIPS			NEW EXTERNAL TRIPS		
Land Use	Ed.	LUC	Scale	Unit	Equation/Rate	In	Out	In	Out	Total	In	Out	Total
Multifamily Housing (Low-Rise)	10th	220	143	DU	$T = 7.56(X) - 40.86$	50%	50%	520	520	1,040	520	520	1,040
						Total:		520	520	1,040	520	520	1,040

Weekday AM Peak Hour

TRIP GENERATION CHARACTERISTICS						DIRECT. DISTRIB.		GROSS TRIPS			NEW EXTERNAL TRIPS		
Land Use	Ed.	LUC	Scale	Unit	Equation/Rate	In	Out	In	Out	Total	In	Out	Total
Multifamily Housing (Low-Rise)	10th	220	143	DU	$\ln(T) = 0.95 \ln(X) - 0.51$	23%	77%	16	52	68	16	52	68
						Total:		16	52	68	16	52	68

Weekday PM Peak Hour

TRIP GENERATION CHARACTERISTICS						DIRECT. DISTRIB.		GROSS TRIPS			NEW EXTERNAL TRIPS		
Land Use	Ed.	LUC	Scale	Unit	Equation/Rate	In	Out	In	Out	Total	In	Out	Total
Multifamily Housing (Low-Rise)	10th	220	143	DU	$\ln(T) = 0.89 \ln(X) - 0.02$	63%	37%	52	30	82	52	30	82
						Total:		52	30	82	52	30	82



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from James Wooten of DDC Engineers, Inc. as agent for Graycliff Capital Development, LLC for site plan review of a 143 unit multifamily development. This is an addition to the existing Waterleaf multifamily development and will be known as Waterleaf, Phase II. The project is located at 4750 Wesley Road in Murrells Inlet. TMS# 41-0119-030-02-00. Case Number MAJ 12-19-24260.

The Planning Commission will be reviewing this request on **Thursday, January 16, 2020 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Item Number: 16.a
Meeting Date: 1/28/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

ORDINANCE No. 19-25 - AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY, AND FURTHER REPEALING AND REPLACING ORDINANCE NO. 2005-45

CURRENT STATUS:

Georgetown County adopted an ordinance to establish base salaries for elected officials in 2005.

POINTS TO CONSIDER:

In 2005, Georgetown County Council enacted Ordinance No. 2005-45 establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County.

Council recognizes that 14 years have passed since it last updated base salaries. Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those employees serving in positions that are not elected who share comparable responsibilities and duties.

The adoption of Ordinance No. 19-25 by Georgetown County Council will serve to repeal and replace Ordinance No. 2005-45 in setting the base salaries of the constitutional elected officials in Georgetown County.

OPTIONS:

1. Adopt Ordinance No. 19-25 as proposed.
2. Decline the adoption of Ordinance No. 19-25.
3. Defer action on Ordinance No. 19-25.

STAFF RECOMMENDATIONS:

Recommendation for deferral of Ordinance No. 19-25.

ATTACHMENTS:

Description	Type
▯ Ordinance No. 19-25 To Establish the Base Salary for Elected Officials	Ordinance

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

ORDINANCE NO: 19-25

**AN ORDINANCE SETTING THE BASE SALARIES FOR ELECTED OFFICIALS OF GEORGETOWN COUNTY,
AND FURTHER REPEALING AND REPLACING ORDINANCE NO: 2005-45**

WHEREAS, in 2005, Georgetown County Council enacted Ordinance 2005-45 thereby establishing the base salaries of newly elected South Carolina constitutional officials in Georgetown County; and

WHEREAS, Council recognizes that 14 years have passed since it last updated base salaries; and

WHEREAS, Council desires to update the base salaries listed herein to account for previous cost of living increases, evolved responsibilities, and to establish the salaries as analogous to those unelected employees who share comparable responsibilities and duties.

NOW, THEREFORE, it is ordained by the Georgetown County Council that Ordinance 2005-45 is hereby repealed and replaced with the following Ordinance, setting the base salaries of the constitutional elected officials as follows:

County Council Chairman:	\$19,433
County Council Member (6)	\$15,947
Auditor	\$52,715
Treasurer	\$55,657
Coroner	\$53,733
Clerk of Court	\$101,967
Sheriff	\$109,155

1. This ordinance does not reflect an increase in the current salary for County Council Chairman and members of County Council.
2. Base salaries of the Probate Court Judge, newly appointed Magistrates, and/or a newly appointed Master-In-Equity continue to be set by the State of South Carolina.
3. These base salaries listed herein are subject to the continuous accrual of annual cost of living increases, if any.
4. Should any word or phrase be declared invalid by a court the remaining provisions of this Ordinance shall remain in full force and effect.
5. Any other ordinance found inconsistent with this Ordinance shall be superseded to the extent necessary to give this Ordinance full force and effect.
6. The salaries set forth in this Ordinance, other than County Council members as stated above, shall be effective beginning January 1, 2020.

ADOPTED AT A PUBLISHED MEETING OF GEORGETOWN COUNTY COUNCIL THIS ____ DAY OF _____, 2019.

John Thomas, Chairman

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance has been reviewed and hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Item Number: 16.b
Meeting Date: 1/28/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 19-32 - An Ordinance to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.

POINTS TO CONSIDER:

Georgetown County owns certain real estate adjacent to Main Street in the Town of Andrews, this particular parcel being approximately 0.5 acre designated as TMS #06-0007-050-00-00. Georgetown County Council no longer needs to retain the property and has no future plan for the parcel.

Georgetown County Council finds that it is desirable to declare the property as surplus and transfer the interests by applicable deed to a purchaser at the appropriate future date.

OPTIONS:

1. Adopt Ordinance No. 19-32 to declare as surplus an approximately 0.5 acre portion of land located in the town of Andrews, bearing Georgetown County TMS #06-0007-050-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in Ordinance No. 2008-09, as amended.

2. Do not adopt Ordinance No. 19-32.

STAFF RECOMMENDATIONS:

*Georgetown County Council took action to **table** Ordinance No. 19-32 during the regular council meeting of January 14, 2020.*

ATTACHMENTS:

	Description	Type
▯	Ordinance No. 19-32 to declare property in the Town of Andrews as Surplus.	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #19-32

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS AN APPROXIMATELY 0.5 ACRE PORTION OF LAND LOCATED IN THE TOWN OF ANDREWS, BEARING GEORGETOWN COUNTY TMS# 06-0007-050-00-00 AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE PROPERTY IN THE MANNER AS PRESCRIBED IN ORDINANCE 2008-09, AS AMENDED.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate adjacent to Main Street in the Town of Andrews, this particular parcel being approximately 0.5 acre designated as TMS: 06-0007-050-00-00; and

WHEREAS, Georgetown County Council, in the near future, will no longer need to retain the property and has no future plan for the parcel; and

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

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

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

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 0.5 ACRE PORTION OF TMS# 06-0007-050-00-00 (EXHIBIT A), AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH ORDINANCE 2008-09.

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. #19-32, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____, 2019

Second Reading: _____, 2019

Third Reading: _____, 2019

EXHIBIT A

