

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**

Angela Christian

Clerk to Council

Theresa E. Floyd

July 28, 2020

5:30 PM

**GEORGETOWN COUNTY COUNCIL
Howard Auditorium, 1610 Hawkins Street,
Georgetown, SC**

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Special Council Meeting - June 9, 2020**
 - 5.b Regular Council Meeting - June 23, 2020**
- 6. CONSENT AGENDA**
 - 6.a Procurement #19-037, Change Order#1, Town of Andrews Drainage Study and Proposed Improvements**
 - 6.b Procurement #20-035, Emulsified Asphalt Paving Project**
 - 6.c Procurement #20-042, Diesel Generator for Detention Center**
 - 6.d Procurement #20-043 Mosquito Control Chemicals**
 - 6.e Procurement #20-045, Credit/Debit Card Processing for Probate Court**
 - 6.f Procurement #20-047 Motorola ASTRO Maintenance-FY21 Renewal**
 - 6.g Waccamaw Watershed Academy Volunteer Water Quality Monitoring Program**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
 - 8.a Disabilities & Special Needs Board**

9. RESOLUTIONS / PROCLAMATIONS

9.a Proclamation No. 20-16 - In Honor of Johnny Morant

10. THIRD READING OF ORDINANCES

11. SECOND READING OF ORDINANCES

- 11.a Ordinance No. 20-27 - To rezone 5.6 acres located on the south side of Tupelo Road in Murrells Inlet, 207.9 feet east of Berkeley Court, identified as TMS #41-0404-011-08-00, from Forest and Agriculture (FA) and One Half Acre Residential (R ½) to Forest and Agriculture (FA).**
- 11.b Ordinance No. 20-28 - An amendment to the Future Land Use map for approximately 21.3 acres located at the northeast corner of Highway 521 Bypass and Highway 41, identified as TMS 01-0401-006-00-00, from Low Density Residential to Commercial.**
- 11.c Ordinance No. 20-29 - To rezone approximately 21.3 acres located at the northeast corner of Hwy 521 Bypass and Hwy 41, identified as TMS #01-0401-006-00-00, from One Half Acre Residential (R ½) to General Commercial (GC).**
- 11.d Ordinance No. 20-30 - An amendment to the Future Land Use Map to redesignate approximately 14.53 acres located on the south side of Highway 521 at its intersection with Catclaw Road, designated as TMS 01-0401-107-00-00, from Industrial to Low Density Residential.**
- 11.e Ordinance No. 20-31 - To rezone approximately 14.53 acres located on the south side of Highway 521 at its intersection with Catclaw Road, TMS No. 01-0401-107-00-00, to Forest Agriculture.**
- 11.f Ordinance No. 20-32 - To Amend Georgetown County Procurement Ordinance No. 2008-09**

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 20-34 - To rezone approximately 6.7 acres located at 13707 Ocean Highway, 39 Otis Drive, 16 Otis Drive and 97 Otis Drive from the Litchfield Oaks Planned Development (PD) to General Commercial (GC)**
- 12.b Ordinance No. 20-35 - An amendment to Article VIII, Exceptions and Modifications, Section 804 Exceptions to Height Limits, of the Zoning Ordinance**
- 12.c Ordinance No. 20-36 - To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of a .47 acre parcel located at 646 Macklen Avenue in Murrells Inlet and further identified as Tax Map parcel 41-0108-003-01-00 from Medium Density Residential to Transitional.**
- 12.d Ordinance No. 20-37 - An amendment to the zoning map to rezone a parcel located on the northeast corner of Macklen Avenue and Spanner Way in Murrells Inlet (TMS 41-0109-003-01-00) from General Residential (GR) to Medical District (MD).**
- 12.e Ordinance No. 20-38 - An amendment to the zoning map to create a Solar Energy Facility Floating District (SEFFD) on a 4.64 acre**

parcel on Highway 521 east of Andrews.

- 12.f Ordinance No. 20-39 - An Ordinance to declare as surplus two separate parcels of property located in the Murrells Inlet area of Georgetown County, identified as TMS #41-0107A-020-00-00, and TMS #41-0402-023-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in the Procurement Ordinance, as amended.

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Carolina Human Reinvestment (CHRSC) - Presentation

15.b Site Plan Review - Additional 15 units (Building 4) for The Village at Pawleys Island, a 45 unit multifamily development located west of Ocean Highway approximately 210 feet south of Gilman Road in Pawleys Island

15.c EMERGENCY ORDINANCE 20-40 - State of Emergency (COVID-19)

15.d EMERGENCY ORDINANCE 20-33 - Amendment 1

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

17. LEGAL BRIEFING / EXECUTIVE SESSION

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 7/28/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Special Council Meeting - June 9, 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:
Adoption of minutes.

ATTACHMENTS:

Description	Type
▣ DRAFT - Minutes of 6/9/20	Backup Material

Georgetown County Council held a Special Called Meeting on Tuesday, June 9, 2020, at 5:30 PM in the Howard Auditorium located at 1610 Hawkins 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:	Angela Christian	Wesley P. Bryant
	Jackie Broach-Akers	Theresa E. Floyd

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 in the historic Courthouse.

Chairman John Thomas called the meeting to order at 5:34 PM. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance.

APPROVAL OF AGENDA:

Councilmember Ron Charlton made a motion to approve the meeting agenda, and Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion, 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	

ORDINANCES-Second Reading:

Ordinance No. 20-18

County Finance Director, Ed Kilcullen, presented the proposed FY2021 Budget for Georgetown County, and responded to questions from members of County Council.

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 20-18, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2020, and Ending June 30, 2021; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. Councilmember Raymond Newton offered a second on the motion. Chairman John Thomas called for discussion.

Councilmember Newton moved to amend Ordinance No. 20-18 to include proposed text, as the ordinance was introduced by title only at first reading. Councilmember Carolina offered a second on the amendment. There was no further discussion.

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

The vote on the main motion was as follows:

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

Councilmember Louis Morant expressed appreciation to County Administrator, Angela Christian, and staff for providing a proposed budget that is balanced and meets the needs for all essential services. In understanding that the county is operating in tight budget times, the proposed budget does not include a cost of living wage increase for county employees. Councilmember Morant proposed that the county should look at establishing ways to implement a “livable wage” for *all* county employees, both full and part-time employees, at the first opportunity possible. He suggested a potential area of review could include law enforcement, not cutting the existing budget, but adjusting costs by avoiding unnecessary incarceration.

Ordinance No. 20-25

Following a presentation from Georgetown County Director of Public Services, Ray Funnye, a motion was made by Councilmember Raymond Newton, and seconded by Councilmember Louis Morant for second reading approval of Ordinance No. 20-25, an Ordinance to repeal and replace the Georgetown County Solid Waste User Fee Ordinance in its Entirety. Chairman John Thomas called for discussion.

Councilmember Raymond Newton moved to amend Ordinance No. 20-25 in order to incorporate proposed text, as Ordinance No. 20-25 was introduced by title only. Councilmember Lillie Jean Johnson offered a second on the amendment. Upon a call for further discussion from the Chairman, there was none.

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

The vote on the main motion was as follows:

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

Ordinance No. 20-26

County Attorney, Wesley P. Bryant, advised County Council on the completion status of 2014 Capital Project Sales Tax projects, including the addition of various proposed projects, expenditures and surplus funds. Following the report, detailed discussion ensued among members of County Council, and Mr. Bryant responded to questions.

Following discussion, Councilmember Louis Morant moved for second reading approval of Ordinance No. 20-26, an Ordinance to Earmark and Set Aside Excess 2014 Capital Project Proceeds; To Designate

Original Projects as Fully Funded; To Declare Expenditures of Excess Proceeds for New Projects. Councilmember Lillie Jean Johnson seconded the motion. Chairman John Thomas called for discussion. Councilmember Louis Morant made a motion to amend Ordinance No. 20-26 in order to incorporate text, as the ordinance was introduced by title only. Councilmember Everett Carolina seconded the amendment. There was no further discussion on the motion.

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

Opposed: Steve Goggans Raymond L. Newton

The vote on the main motion was as follows:

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

Opposed: Everett Carolina Raymond L. Newton
 Steve Goggans

REPORTS TO COUNCIL:

2020 Hurricane Season Outlook

Brandon Ellis, Georgetown County Emergency Management, provided a report pertaining to the upcoming 2020 Hurricane Season. The National Weather Service and NOAA have predicted an “above normal” level of activity for the upcoming hurricane season. Preparation and planning efforts by the county, compounded by the COVID environment, are currently underway. The Department is encouraging citizens not to wait to prepare. “Prepare today”. Following the report, Mr. Ellis responded to questions from members of County Council.

Comments from Councilmember Everett Carolina

Councilmember Everett Carolina commended all participants that participated in the recent Justice Protest Walks in all areas of the county. He noted that there was no violence associated with these protests. Councilmember Carolina urged all to be “anti-racism”, and to support law enforcement agencies to ensure protection and respect of all people. Chairman Thomas suggested there would be a resolution pertaining to this on Council’s next meeting agenda.

Being no further business to come before County Council, Councilmember Ron Charlton made a motion to adjourn the meeting at 6:30 PM.

Date

Clerk to Council

Item Number: 5.b
Meeting Date: 7/28/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Regular Council Meeting - June 23, 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:
Adoption of minutes.

ATTACHMENTS:

Description	Type
▣ DRAFT - Minutes of 6/23/20	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, June 23, 2020, at 5:30 PM in the Howard Auditorium located at 1610 Hawkins 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:	Angela Christian	Wesley P. Bryant
	Jackie Broach-Akers	Theresa E. Floyd

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 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:

Councilmember Ron Charlton made a motion to approve the agenda, including a request to move consideration of Proclamation No. 20-13 forward on the meeting agenda. Councilmember Everett Carolina 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	

PUBLIC COMMENTS:

Wesley Gibson

Mr. Gibson began by commending Sheriff Carter Weaver, and Police Chief Kelvin Waites, for putting their words into action recently when they marched with justice protesters. Additionally, Mr. Gibson spoke about systematic and institutional racism. Whether intentionally, or unintentionally, racism exists in Georgetown County government that disadvantages African Americans. This is apparent in the county's hiring practices, the level of services rendered (such as road paving), and is evident in the lack of diversity in upper management. People should not be hired based on their affiliations, or who they know, but by their credentials. He urged Council to make all of these processes "fair". The time is now for Georgetown County to make a change.

Michael Walker

Mr. Walker stated that he was speaking on behalf of Tych & Walker Architects and Coastal Structures. He voiced concerns regarding the design/build bid that was submitted by his firm and Coastal Structures over a year ago (to the Town of Andrews) for the Andrews Fire/Emergency Complex. They were one of two firms in the final process. Upon being notified that the contract was awarded to a firm from Columbia, Mr. Walker telephoned asking to pick up his unopened bid, and followed-up on his request via certified mail, but neither received a response. As ongoing costs associated with this project are being made public, and

as the county is about to “give away” 3 million of sales tax money to the Town of Andrews, Mr. Walker noted that his firm committed to constructing the 11,000 square foot building for \$2.8 million dollars. Mr. Walker said he felt he should make the county aware of this situation, because something does not feel right about it.

Marshall Easterling

Mr. Easterling, Coastal Structures, stated that he concurred with all of Mr. Walker’s comments.

Vincent Davis

Mr. Davis, President of the Pawleys Island Civic Club, spoke regarding the importance of sidewalks in Pawleys Island. As the area is growing with many new developments the increased population is increasing traffic does as well. There is a need for sidewalks on Martin Luther King Road, Parkersville Road, and Petigru Road for the safety of all pedestrians especially children. There have been pedestrian accidents and now is the time to bring things “up to speed”. He said the Organization is working with Councilman Goggans, and would like to see progress in their efforts to get things done.

Pelor Richards

Ms. Richards spoke as a representative of the Oatland Community. She serves as the chairperson of community outreach and involvement representing various communities in District 7 (Oatland, Browns Ferry, Lanes Creek, and Dunbar). She said she has reached out to the representative of District 7 to get updates on various county projects, with little response. On a separate matter, Ms. Richards urged County Council to adopt an ordinance requiring people to wear masks to help keep the Covid numbers down.

Daphne Smith

Ms. Smith voice concerns regarding drainage problems in the Spring Gully area. She stated that she lives on Lincolnshire Road, and following a hard rain it takes weeks for the area to dry out due to drainage issues. Drains are clogged with debris this compounds into other problems. The sitting water and wet ground leaves a stench in the area, and is a breeding ground for mosquitos and other bugs. There are no parks or trails in the area (including Whites Creek and Graves Station) for the children to play, and the area roads are so bad that kids can’t even ride their bikes.

Marvin Neal

Mr. Neal spoke regarding the COVID-19 virus. He said that County Council should implement standards within county buildings including mandatory mask to set the standard for businesses in the county. The number of new cases and deaths in South Carolina are continuing to rise. Additionally, Mr. Neal spoke about “hate symbols” within the county, such as hangman trees, and noted that some individuals have asked that these to be removed. Mr. Neal suggested that the matter could be reviewed by County Council’s Justice Committee. Finally, in acknowledgement that there would not be a referendum this year for capital project sales tax, Mr. Neal asked that County Council consider funding for road improvements and bike paths in the rural areas of Georgetown County (District 7).

Randy Gamble

Mr. Gamble forwarded a written statement, which was read by Chairman John Thomas during the meeting, and is hereby entered into the record of the meeting by reference. Mr. Gamble written comments regarding the terrible condition of roads in the rural areas (specifically Dunbar Road and Lanes Creek Road that was poorly patched). Flooding is an issue in the area due to poorly maintained ditches.

He said more law enforcement patrolling is needed in the area to cut back on street racing, and questioned when Tony Drive in the Oatland Community will be paved.

Gary Weinreich

Mr. Weinreich forwarded a written statement, which was read by Chairman John Thomas during the meeting, and is hereby entered into the record of the meeting by reference. Mr. Weinreich stated that the as the number of Covid 19 cases has skyrocketed along the Grand Strand, the Superintendent has warned that schools may not open, Tideland's Health has warned that available hospital beds are decreasing. Mr. Weinreich questioned why Georgetown County Council is not addressing measures to mitigate Covid 19 spread during this meeting? He said burying our heads in the sand wouldn't reduce the spread. He said experts all agree that cloth face coverings and social distancing is the only effective way to reduce the spread. Council's leadership has never been more important, and it is time to mandate masks in public.

MINUTES:

Budget Work Session – May 26, 2020

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Steve Goggans, to approve minutes of the May 26, 2020 budget work session. There was no discussion on the motion.

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

Regular Council Session – May 26, 2020

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Steve Goggans, to approve minutes of the May 26, 2020 meeting. Chairman John Thomas called for discussion, 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 report was included on the Consent Agenda, and therefore approved previously during the meeting:

Bid #20-032, Running Water Drive Drainage Improvements – County Council awarded a construction contract to Green Wave Contracting, Inc. for the base bid amount of \$1,599,560 plus Alternate #1 \$109,716 for a total contract amount of \$1,709,276.

Bid #20-020, Garden City Drainage Improvements Sites 1 and 8 – County Council awarded a construction contract to RH Moore Company, Inc. of Murrells Inlet, SC for Garden City drainage improvements in the amount of \$298,330.00.

PUBLIC HEARING:

Ordinance No. 20-18

Georgetown County Council held a public hearing on Ordinance No. 20-18, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2020, and Ending June 30, 2021; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. There were no public comments in relation to Ordinance No. 20-18, and Chairman John Thomas ordered the public hearing closed.

Ordinance No. 20-22

A public hearing was held on Ordinance No. 20-22, an Ordinance to amend the FY 2019-2020 Operating Budget of Georgetown County. No individual came forward to speak regarding Ordinance No. 20-22, and the Chairman closed the public hearing.

Ordinance No. 20-25

County Council held a public hearing on Ordinance No. 20-25, an Ordinance to repeal and replace the Georgetown County Solid Waste User Fee Ordinance in its Entirety. There were no public comments pertaining to Ordinance No. 20-25, and Chairman Thomas closed the public hearing.

Ordinance No. 20-26

A public hearing was held on Ordinance No. 20-26, an Ordinance to Earmark and Set Aside Excess 2014 Capital Project Proceeds; To Designate Original Projects as Fully Funded; To Declare Expenditures of Excess Proceeds for New Projects. No individual came forward to speak for, or against Ordinance No. 20-26, and Chairman John Thomas ordered the public hearing closed.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Economic Development Alliance Board

Councilmember Steve Goggans moved to ratify the appointment of Councilmember Raymond Newton to serve on the Economic Development Alliance Board (as the representative of Council District 5). Councilmember Lillie Jean Johnson offered a second on the motion. There was no discussion on the motion.

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

Foster Care Review Board – 15A

Councilmember Raymond Newton moved to nominate Ms. Terri Trianna and Ms. Linda Leibert to continue service on the Foster Care Review Board 15-A. Councilmember Louis Morant seconded the motion. Chairman 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	

RESOLUTIONS/PROCLAMATIONS:

Proclamation No. 20-13

Following a report from Ms. Vermelle Simmons, a representative of the US Census Bureau Councilmember Everett Carolina moved to adopt Proclamation No. 20-13 proclaiming Georgetown County Council's support of the U.S. Census Bureau and pledge assistance in achieving an accurate count in Georgetown County in the 2020 census. Councilmember Raymond Newton seconded the motion. No discussion followed the motion.

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

Proclamation No. 20-14

A motion was made by Councilmember Lillie Jean John, and seconded by Councilmember Everett Carolina, for the adoption of Proclamation No. 20-14 in celebration and recognition of "Gullah/Geechee Nation Appreciation Week" beginning July 26th and also expressing appreciation to Queen Quet, advocate for the Gullah Geechee Nation for 20 years. Chairman 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	

Resolution No. 20-15

Councilmember Everett Carolina moved for the adoption of Resolution No. 20-15, resolving Georgetown County Council's position to reinforce diversity, support racial equality, and affirm that Black Lives Matter. Councilmember seconded the motion. Chairman Thomas called for discussion, 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	

ORDINANCES-Third Reading:

Ordinance No. 20-18

Councilmember Raymond Newton moved for third reading approval and final adoption of Ordinance No. 20-18, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2020, and Ending June 30, 2021; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. A second on the motion was offered by Councilmember Steve Goggans. Chairman 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	

Ordinance No. 20-22

Councilmember Raymond Newton moved for third reading approval of Ordinance No. 20-22 to amend the FY2020 operating budget of Georgetown County. Councilmember Steve Goggans offered a second. Chairman Thomas called for discussion on the motion. No discussion occurred.

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

Ordinance No. 20-25

A motion was made by Councilmember Louis Morant, and seconded by Councilmember Lillie Jean Johnson, for third reading approval of Ordinance No. 20-25, an Ordinance to repeal and replace the Georgetown County Solid Waste User Fee Ordinance in its Entirety. Chairman John Thomas called for discussion.

Councilmember Raymond Newton moved to amend Ordinance No. 20-25 in order to incorporate amended text, as proposed by staff subsequent to second reading approval. Councilmember Louis Morant seconded the amendment. No further discussion occurred

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

The vote on the main motion was as follows:

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

Ordinance No. 20-26

Councilmember Louis Morant moved for third reading approval of Ordinance No. 20-26, an Ordinance to Earmark and Set Aside Excess 2014 Capital Project Proceeds; To Designate Original Projects as Fully Funded; To Declare Expenditures of Excess Proceeds for New Projects. Councilmember Steve Goggans seconded the motion. Chairman John Thomas called for discussion.

Councilman Goggans noted, for the record that before Georgetown County forwards funding to the Town of Andrews, conditions of receiving the funding should be established including that the 1.5 million dollars is from surplus, and these funds are beyond the capital project sales tax funding that voters approved. He confirmed that these funds cannot be used for any other purpose, including other government facilities or buildings. County Attorney, Wesley P. Bryant, concurred.

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

ORDINANCES-Second Reading:

No reports.

ORDINANCES-First Reading:

Ordinance No. 20-27 - To rezone 5.6 acres located on the south side of Tupelo Road in Murrells Inlet, 207.9 feet east of Berkeley Court, identified as TMS #41-0404-011-08-00, from Forest and Agriculture (FA) and One Half Acre Residential (R ½) to Forest and Agriculture (FA).

Ordinance No. 20-28 - An amendment to the Future Land Use map for approximately 21.3 acres located at the northeast corner of Highway 521 Bypass and Highway 41, identified as TMS 01-0401-006-00-00, from Low Density Residential to Commercial.

Ordinance No. 20-29 - To rezone approximately 21.3 acres located at the northeast corner of Hwy 521 Bypass and Hwy 41, identified as TMS #01-0401-006-00-00, from One Half Acre Residential (R ½) to General Commercial (GC).

Ordinance No. 20-30 - An amendment to the Future Land Use Map to redesignate approximately 14.53 acres located on the south side of Highway 521 at its intersection with Catclaw Road, designated as TMS 01-0401-107-00-00, from Industrial to Low Density Residential.

Ordinance No. 20-31 - To rezone approximately 14.53 acres located on the south side of Highway 521 at its intersection with Catclaw Road, TMS No. 01-0401-107-00-00, to Forest Agriculture.

Ordinance No. 20-32 - To Amend Georgetown County Procurement Ordinance No. 2008-09.

BIDS:

No reports.

REPORTS TO COUNCIL:

Approval of Annual Tourism Budget

Following comments from Beth Stedman, President of the Georgetown County Chamber of Commerce, and a detailed presentation from Mark Stevens, Tourism Director, and Councilmember Raymond Newton moved for approval of the Tourism Management Commission's annual tourism marketing budget as submitted through June 2021. Councilmember Steve Goggans offered a seconded. Upon a call for discussion from Chairman Thomas 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	

Request for Approval - Commercial Development Site Plan located near the northwest corner of Highway 17 Bypass and Coral Bay Drive in Murrells Inlet (TMS 41-0404-009-03-03)

A request for approval of a commercial development site plan was presented by County Planning Director, Boyd Jonson.

Councilmember Raymond Newton moved to approve the site plan for a commercial development located at Highway 17 Bypass and Coral Bay Drive, as recommended by the Planning Commission. Councilmember Louis Morant seconded the motion. There was no discussion.

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

Opposed: Ron L. Charlton

Proposal for Next Phases of Georgetown County Master Plan Pedestrian Pathways

Georgetown County Public Services Director, Ray Funnye, presented a proposal for County Council's consideration regarding the next phases of bike paths/walkways.

Following extended discussion among council members, Councilmember Raymond Newton moved for approval of three proposed phases of biking/walking pathways, to make them shovel-ready/conceptually planned using the guideline estimates totaling \$356,661.00. Councilmember Louis Morant seconded the motion. Chairman Thomas called for discussion on the motion, and none occurred.

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

Request from Councilmember Everett Carolina

Councilmember Everett Carolina requested that County Council consider a resolution in the future to make June 19th a recognized holiday in the State of South Carolina, and to follow the same to local representatives and state legislators.

DEFERRED:

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.

Being no further business to come before County Council, Councilmember Ron Charlton moved to adjourn the meeting at 7:23 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 7/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #19-037, Change Order#1, Town of Andrews Drainage Study and Proposed Improvements

CURRENT STATUS:

Stantec Consulting Services was awarded Contract #19-037, Town of Andrews Drainage Study and Proposed Improvements in the August 20, 2019 Council session. Public Services and Capital Projects wish to extend this agreement for the awarded vendor, Stantec Consulting Service for change order #1 to provide the following change order work.

POINTS TO CONSIDER:

- 1) Capital Projects is requesting Change Order #1 as attached for the proposed work for the Survey, Design and Permitting of the proposed improvements for the Town of Andrews Drainage with the total net contract increase of \$198,500.
- 2) The proposed change order will encompass the route survey, complete design drawings, all required permits, cost estimation, technical specifications, construction administration and project closeout documents.
- 3) Change Order #1 is for the remainder of the work for contract 19-037, which encompasses phase 1 of the 404 FEMA Hazard Mitigation Grant.

FINANCIAL IMPACT:

This study has been approved by FEMA for a Federal share amount of \$253,431 and a non-federal share amount of \$84,477 for a total amount of \$337,908. The negotiated proposal with the recommended firm for award, Stantec Consulting Services, Inc., is estimated at \$198,500 for change order #1. The original contract has been approved and completed in the amount of \$137,018.00. This project will be under budget by \$2,390.

OPTIONS:

- 1) Approve Change Order #1 to Stantec Consulting Co. in the amount of \$198,500; or
- 2) Decline the Change Order.

STAFF RECOMMENDATIONS:

The Acting Director of Public Services and the Capital Projects Department recommends approval of the attached change order #1 as indicated by their signatures on the attached change order request form.

ATTORNEY REVIEW:

No

ATTACHMENTS:

	Description	Type
▢	Contract #19-037, Change Order #1	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 #
19-037	1	
Project #	GL Account	Purchase Order
	99375.301-50427	2021-044
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$137,018.00	\$198,500.00	\$335,518.00

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Pamela Bassetti</i>	07/17/2020
Change Originator:	James Coley	07/16/20

Consultant Name:	Stantec Consulting Service INC
Contract Title:	Town of Andrews Drainage Study and Proposed Improvements
Task Order Name:	
Scope of Work:	Survey, design, and permitting of the proposed improvements
List Authorized Sub-Consultants:	PLS Surveying
Deliverables:	Stantec will deliver route survey, complete design drawings, all required permits, cost estimation, bidding assistance, technical specifications, construction administration and project closeout documents
Justification for Change:	Change Order # 1 is for the remainder of the work for contract 19-037, which encompasses phase 1 of the 404 FEMA Hazard Mitigation Grant
Start Date: upon signature	Completion Date: project ready for bid 11.11.20

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.

<p>Georgetown County, SC Signatures :</p> <p><i>Michelle LaRocco</i> 07/16/20 Date</p> <p>Michelle LaRocco Acting Director of Public Services</p> <p>John Thomas County Council Chairman</p> <p>_____ Date</p>	<p>Vendor:</p> <p>_____ Digital, Attached. (Signature)</p> <p>_____ 07/16/20 Date</p> <p>NOTES:</p> <p>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.</p> <p>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.</p> <p>3. Attach additional budget forms as needed when multiple tasks and resources are proposed.</p>
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Stantec Consulting Services Inc.
4969 Centre Pointe Drive Suite 200, North Charleston SC 29418-6952

July 16, 2020
File: File Number

Attention: Mr. Art Baker
108 Screven Street
PO Box 421270
Georgetown, SC 29442

Dear Mr. Baker

Reference: Town of Andrews Drainage Improvements - Phase 1

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to Georgetown County (County) for engineering services related to preparing Construction Drawings and Permits for "Town of Andrews Drainage Improvements - Phase 1."

BACKGROUND

Georgetown County was awarded a FEMA 404 Grant to provide flooding relief in the Town of Andrews, South Carolina (roughly 4000 acres). Stantec Consulting Services Inc. (Stantec) assisted Georgetown County by completing this drainage study as part of the FEMA 404 Grant. This report describes our approach to listening to the community to explain problem areas, understand the existing stormwater system, and provide drainage improvements and recommendations to relieve flooding problems.

Stantec split this project up into five major tasks:

- Task 1: Existing Data Inventory
- Task 2: Field Inventory and Data Collection
- Task 3: Data Processing
- Task 4: Hydrologic & Hydraulic (H&H) Analysis
- Task 5: Report and Recommendations

The report in Task 5 recommended various improvements. This proposal is for the design, construction plans and permitting of the proposed Phase 1 improvements which establishes a new stormwater outfall and trunkline for the Town. Phase 1 improvements begin at the National Guard Armory located at the corner of Main and Cedar, and extend south toward Hemlock, over to Hazel, and end at an existing drainage ditch within the south wetland located just north US-521 Bypass. A new 60" or 72" piped and ditch trunk line are proposed along this route.

The design and construction plans for Phase 1 also includes a piped (24" to 48") drainage system improvements along Myrtle from Hazel to the mid-block between Beech and Farr. Additionally, Phase 1 also includes piped (24" to 48") drainage system improvements along the median of Martin Luther King Road from Cedar to Farr.

SCOPE OF SERVICES

1. Wetland Delineation and Jurisdictional Determination

The services rendered under this task will consist of the field delineation of jurisdictional waters/wetland boundaries on the site. Wetlands will be defined using the (USACE) Routine On-Site Determination method as described in the 1987 "Corps of

Reference: Town of Andrews Drainage Improvements - Phase 1

Engineers Wetlands Delineation Manual" and Regional Supplements. This technique uses a multi-parameter approach which requires positive evidence of the following three criteria:

- Hydrophytic vegetation dominance
- Wetland hydrology indicators
- Hydric soil indicators

The standard wetland delineation and USACE verification as conducted by ECS Carolina and consists of the following sub-tasks:

- Identification and delineation of wetland/aquatic areas within site boundaries. The delineation task involves placing colored flagging along the upland/wetland boundary, and the center or bank line of any streams. The delineation of wetland/aquatic areas will be performed in accordance with the process outlined above. In order for an area to be ruled a wetland, all three of these criteria must be present. Ditches, ponds and other areas of open water *may* be considered jurisdictional, therefore, they will also be represented on site drawings.
- Photo-documentation of the wetland and upland areas encountered. Photographs will be taken of key areas on the property to provide the USACE with necessary site information. Properties with no recent property boundary survey, shall have property lines and corners identified on the site maps and marked in the field.

As a Continuation of the Wetland delineation described above this set of tasks will formalize the wetland determination through official verification by regulators.

- Preparation of the USACE Request for Jurisdictional Determination package including site maps, data sheets, and other supporting information for submittal to the USACE for verification of the wetland boundaries and habitat types. The client will have the option of choosing "Approximate – Preliminary", "Accurate-Preliminary", "Approximate-Approved" and "Accurate-Approved" wetlands determination, depending on the need.
- Conducting an on-site visit with USACE representative(s) (if requested by client) to review wetland delineation for the purposes of verification and the determination of jurisdictional status. If salt marsh (critical area) is present on the subject site, then SCDHEC- OCRM will also be invited (if needed) to conduct a site inspection. In coastal or tidal areas OCRM must agree with the location of the salt marsh boundaries before the USACE can render a final delineation approval.
- Coordination with the client or contracted project engineers/surveyors to obtain a survey plat or drawing depicting surveyed wetland boundaries for submittal to USACE for final wetland verification. Isolated wetlands should also be depicted and labeled as Non- Jurisdictional. Survey costs are not included in this proposal.

2. Existing Conditions, Wetlands, Tree and Topographic Survey with Utility Locating

Stantec shall subcontract an existing conditions survey to Parker Land Surveying (PLS). Prior to mobilizing PLS shall subcontract Lowcountry Locating, LLC to perform an electromagnetic and ground penetrating radar (GPR) survey to locate existing utilities along the route.

PLS shall perform an existing conditions survey. Topographic and location survey shall include the entire width of all right of ways and be continued a minimum of 25 feet beyond all property lines. Topographic survey including all spot elevations (to the nearest .01' for paved surfaces, 0.05' on other surfaces), invert elevations, 1' contours based on NAVD88 vertical datum. PLS shall locate all above ground and underground natural and constructed features including buildings, fences, pavements, curb and gutter, and signage. PLS shall locate utilities within the right-of-ways or easements including valves, hydrants,

Reference: Town of Andrews Drainage Improvements - Phase 1

meters, and poles. PLS shall also locate trees, wetlands and utilities inside the survey limits. The survey data collected shall be presented in a scale of 1"=10'.

3. Civil Construction Documents

Stantec shall utilize the previously prepared drainage study and the survey data collected in Task 2 to prepare Construction Drawings. Stantec anticipates the following plan sheets:

- Cover Sheet
- Notes Sheet
- Existing Conditions Plan (+/- 30 Sheets)
- Proposed Demolition Plan and Erosion and Sediment Control Plans (+/- 30 Sheets)
- Grading & Drainage Plan/Profile (+/- 30 Sheets)
- Traffic Control Plans
- Associated Details for the Plan Sheets Above

Stantec will also prepare technical specifications/project manual for the subject project.

Stantec's plans may show relocation of water and sewer services, however new water and sewer mains are considered outside of this scope of services. If new water and sewer mains are required additional compensation will be required.

4. Permitting Assistance

Stantec shall assist with the preparation of permit packages and submittals to the following agencies:

- SCDHEC Bureau of Water, Coastal Division – NPDES coverage
- SCDHEC-OCRM – Coastal Zone Consistency (CZC)
- SCDOT Encroachment
- Nationwide Wetlands Permit Under ½ Acre of Impact
- Georgetown County Engineering Review
- Town of Andrews Public Works

5. Construction Administration and Closeout

Stantec shall assist Georgetown County with Construction Administration and Closeout to include the following services:

- Preconstruction Meeting
- Substantial Completion Inspection
- Submit Notice of Termination (NOT) – Contractor shall provide as-builts

Stantec understands that Georgetown County shall issue an future request for proposal for CEI Services that will include shop drawing review, limited inspection and request for information, and engineering adjustments required during construction.

PROPOSED FEE

Stantec will perform the services described in the Scope of Services under the terms outlined in our standard contract with the County. Stantec will perform these services for the following lump sum fees:

July 16, 2020
Mr. Art Baker
Page 4 of 4

Reference: Town of Andrews Drainage Improvements - Phase 1

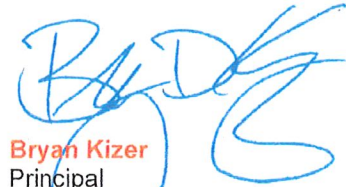
Task	Fee
1. Wetland Delineation and Jurisdictional Determination, Wetland Exhibits	\$ 11,000
2. Existing Conditions, Wetlands, Tree and Topographic Survey with Utility Locating	\$ 35,000
3. Construction Documents	\$ 132,000
4. Permitting	\$ 15,500
5. Construction Administration and Closeout	\$ 5,000
Total	\$ 198,500

SCHEDULE

Stantec shall submit plans to permitting agencies by November 11, 2020.

Regards,

Stantec Consulting Services Inc.



Bryan Kizer
Principal
Phone: 843 740 6328
Fax: 843 740 7707
Bryan.Kizer@stantec.com

Item Number: 6.b
Meeting Date: 7/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Bid #20-035, Emulsified Asphalt Paving Sealing Project.

CURRENT STATUS:

The County has worked with the state of SC's Department of Public Service and Capital Projects to obtain grant funding for the application sealer for road projects approved by CTC for C- fund reimbursement.

POINTS TO CONSIDER:

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

- 1) Weaver Construction @ 121,875.10
- 2) Coastal Asphalt @ \$117,844.87

Due to the grant funding involved with this procurement, the County's local vendor preference has been waived for this solicitation.

FINANCIAL IMPACT:

This project is fully funded in GL Account Number 420.901-50702 with C-Funds reimbursement up to the amount of \$184,655.00.

OPTIONS:

- 1) Award a Construction Contract to Coastal Asphalt in the amount of \$117,844.87.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

There were two (2) bids received at the public bid opening held on July 15, 2020. Public Services & Capital Projects staff reviewed the two bids received and all were found to be complete bid packages responding to all items. Coastal Asphalt of Georgetown, SC submitted the lowest complete bid in the amount of \$117,844.87. The difference between the two bids was \$4,030.23. This vendor has successfully completed similar projects for the County and is a reputable company. Therefore, staff recommends award to the low bidder, Coastal Asphalt, in the amount of \$117,844.87.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Solicitation	Cover Memo
<input type="checkbox"/> Public Bid Opening & Tabulation	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION

APPROVAL Procurement # 20-035

Procurement for: EMULSIFIED ASPHALT PAVEMENT SEALING PROGRAM

Department: Public Works Re bid of 20-029

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 184,655 FY 20

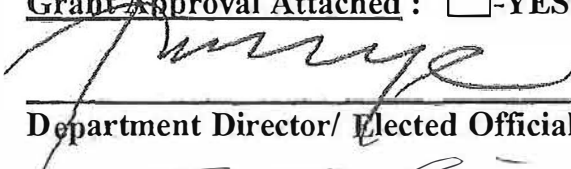
Funds Available: ☒-YES ☐-NO ☐-Pending Budget Approval
☐-Cash Purchase
☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
420.901.50702	184,655

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

Date

OCT 18 2019


Purchasing

Date

10/18/19


Finance Director

Date

10/21/19


County Administrator

Date

10/22/19



Public Bid Opening Tabulation
Bid #20-039, Emulsiified Asphalt Raving Sealing Project
Wednesday, July 15, 2020 at 3:30PM EST

Company Name	CTC PROJECT # P039324 JACKSON VILLAGE RD.(From Messiah Drive Rd 5383') Project Total	CTC PROJECT # P039322 Coral Bay Development – Coral Bay Dr, White Sand Ct, Fishnet Ct, Yellowfin Ct, Rusty Anchor Ct, Turtle Pl, Whaler Pl, Lobster Ct and Grouper Ct Project Total	CTC PROJECT # P039326 Deer Moss Ct, Red Maple Dr and Swamp Bay Ct Project Total	CTC PROJECT # P039317 Bayfield Lp, Longleaf Ln and Pine Needle Ct Project Total	CTC PROJECT # P039320 Cayman Lp, Schooner Ct, Spinnacle Ct, Starboard Ct, Jerry Ct and Cockle Shell Ct. Project Total	All Projects Total	Comment
Coastal Asphalt	\$27,545.00	\$22,138.87	\$14,685.00	\$19,565.00	\$33,861.00	\$117,844.87	
Weaver Construction	\$31,950.00	\$23,357.10	\$15,355.00	\$19,425.00	\$31,788.00	\$121,875.10	

OPENED BY: Pamela Bassetti


WITNESS: [Signature]



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

Memorandum

To: Nancy Silver

From: Michelle LaRocco 

Date: July 20, 2020

Re: Recommendation: 20-035 Emulsified Asphalt Pavement Sealing Program

On June 24, 2020 Georgetown County Department of Public Services solicited proposals for the application of High Performance Mineral and Fiber Reinforced Asphalt based Emulsion ("sealer") for low, medium, and higher volume County roads through bid 20-035.

This solicitation requested pricing services that would be required for the application sealer for road projects the County had approved through CTC for C-Fund reimbursement. Proposals were received from two reputable vendors. These vendors were Coastal Asphalt from Conway SC and Weaver Construction from Longs, SC.

Public Works completed a comparison using each vendor's project pricing which can be seen below:

Project	Coastal Asphalt	Weaver Const.
P039320 - Cayman Lp Area	\$ 33,861.00	\$ 31,788.00
P039317 - Bayfield Lp Area	\$ 19,565.00	\$ 19,425.00
P039326 - Red Maple Area	\$ 14,685.00	\$ 15,355.00
P039322 - Coral Bay Area	\$ 22,138.87	\$ 23,357.10
P039034 - Jackson Village Rd	\$ 27,595.00	\$ 31,950.00
Total	\$ 117,844.87	\$ 121,875.10
Difference	\$ 4,030.23	

Unit rates from both vendors were competitive. However, in total Coastal Asphalt's overall rates proved to provide the cheapest solution by \$4,030.23. Coastal Asphalt has previously and successfully completed multiple road projects for Georgetown County. Coastal Asphalt is also currently, and successfully, providing road projects for Georgetown County.

Based on the aforementioned, I hereby recommend 20-035 Emulsified Asphalt Pavement Sealing Program IDIQ be awarded to Coastal Asphalt of Conway, SC.

Item Number: 6.c
Meeting Date: 7/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #20-042, Diesel Generator for Detention Center

CURRENT STATUS:

The Detention Center has experienced issues with their current generator and would like to replace their old Spectrum Ectron 250 Detroit Diesel generator, that was installed in 1995, with a new diesel generator. The current generator is outdated and due to the age of the unit, Facility Services has had to perform numerous maintenance repairs. The current unit is unreliable. During Hurricane Dorian, this generator failed to turn on and Facilities staff had to make emergency repairs in order to get the unit operational.

POINTS TO CONSIDER:

1) These items will be procured through Cummins, Inc. using the NJPA/Sourcwell Cooperative Contract #120617-CMM, under the existing procurement code:

Sec. 2-75. Sec. Cooperative Purchasing Agreements

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

2) The Georgetown County Sheriff's Office and Detention Center recommends the purchase of one (1) new Cummins Diesel Power Generation Diesel Generator to replace their existing generator unit at a total cost of \$102,287.88

3) Staff recommends trade in of the existing unit to Cummins for a trade in value of \$3,500.00. The total cost with the trade-in value would come to a total of \$98,787.88.

4) This amount quoted included the cost of installation. Cummins has partnered with Melton Electric for generator installation, start-up and testing. Melton Electric Co., Inc. of Myrtle Beach, SC. Melton Electric has performed a number of generator installations for the County and has proven to be a reputable vendor.

FINANCIAL IMPACT:

This request is fully funded in GL Account Number 79045.6022-50707 up to \$140,000.

OPTIONS:

1) Award procurement to Cummins for \$98,787.88, for the total amount of \$102,287.88 plus the (\$3,500.00) trade-in value.

2) Decline to approve

STAFF RECOMMENDATIONS:

Both the Director of the Detention Center, Neil Johnson, and Sheriff Carter Weaver recommend the purchase of their new Diesel Generator, through Cummins, Inc. using the NJPA/Sourcwell Cooperative Contract. #120617-CMM.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Recommendation from Sheriff Carter Weaver	Cover Memo
▣ Quote from Cummins	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL

Procurement # 20-042

Procurement for: Cummins Power Diesel Generator

Department: Detention Center - 207

Budgeted: ☒-YES ☐-NO

Estimated Cost: \$ 102,287.88 FY 2020

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

Funding Source Location	
G/L Account Number	Funding Amount
79045.6022-50707	\$140,000.00

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

If YES, attach a copy of the approved grant.

Grant Approval Attached : ☐-YES ☒-NO

Carla Weaver
Department Director/ Elected Official

06/25/2020
Date

Nancy Sikes
Purchasing

7/2/2020
Date

[Signature]
Finance Director

7/6/20
Date

[Signature]
County Administrator

7/7/20
Date



GEORGETOWN COUNTY DETENTION CENTER

2394 BROWNS FERRY ROAD
GEORGETOWN, SOUTH CAROLINA 29440
PHONE: 843-545-3400 FAX: 843-545-3487

**CARTER
WEAVER**
SHERIFF

**NEIL
JOHNSON**
DIRECTOR

To: Angela Christian, County Administrator
From: Carter Weaver, Sheriff *PCW*
Date: June 25, 2020
Re: Cummins Power Generation Diesel Generator

After careful consideration, it is the recommendation of my office to purchase the Cummins Power Generation Diesel Generator, model DFEG, through Cummins, Inc. for the replacement of current generator at the Detention Center which was installed in 1995.

Cummins, Inc. is currently on the following cooperative contract:

NJPA/Sourcewell Quotation - Cummins Contract # 120617-CMM
NJPA/Sourcewell Member ID# 41779



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Roanoke, Richmond, Chesapeake, Winchester, Manassas, Knoxville, Nashville,
Chattanooga, Gainesville, Atlanta, Augusta, Savannah, Albany, Tallahassee,
Jacksonville, Ocala, Orlando, Tampa, Ft. Myers, West Palm Beach, Miami Lakes, P.R.

Cummins Inc. – South Region

DATE: June 23, 2020

Direct: (843) 877-1773

Kenneth Luther
Power Generation
Territory Manager
Email: kenneth.luther@cummins.com

Georgetown County Detention Center
NJPA/Sourcwell Quotation – Cummins Contract #
120617-CMM

Buyer: County of Georgetown
129 Screven St
Georgetown, SC 29440-3641
NJPA/Sourcwell Member ID# 41779
Quotation-Rev01

**One (1) Cummins Power Generation Diesel Generator model DFEJ, Rated 450kW Standby,
277/480 VAC, 3 Phase, 4 wire, with the following options:**

- U.S. EPA, Stationary Emergency Application
- 60HZ
- Duty Rating-Standby Power
- Listing-UL 2200
- Emissions Certification, EPA, Tier 2, NSPS CI Stationary Emergency
- Enclosure-Steel, Sound Attenuated, Level 1, w/ Exhaust System
- Wind Rating-150 MPH, Steel Housing
- Enclosure Color-Green, Steel Enclosure
- Fuel Tank-Subbase, 850 Gallon, UL142 Compliant, 24 Hours Run Time
- Voltage-277/480, 3 Phase, Wye, 4 Wire
- Alternator-60 Hz, 12 Lead, Extended Range, 125/105C
- Generator Set Control-Power Command 2.3
- Display-Control, LCD
- Relays-Genset Status, User Configured
- Alarm-Audible, Engine Shutdown
- Stop Switch-Emergency, Externally Mounted
- Meters-AC Output, Analog
- Relay - Alarm Shutdown
- Signals - Auxiliary, 8 Inputs/8 Outputs
- Control Mounting-Left Facing
- Circuit Breaker-600A, Right CB on Right side, 3-Pole, UL 600, IEC 690, 100%
- Listing, ULC-S601-07



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Roanoke, Richmond, Chesapeake, Winchester, Manassas, Knoxville, Nashville,
Chattanooga, Gainesville, Atlanta, Augusta, Savannah, Albany, Tallahassee,
Jacksonville, Ocala, Orlando, Tampa, Ft. Myers, West Palm Beach, Miami Lakes, P.R.**

-
-
- Separator-Fuel/Water
 - Battery Charger-12 Amp, Regulated
 - Engine Cooling-Radiator, 40C Ambient
 - Shutdown-Low Coolant Level
 - Coolant Heater-208/240/480V, Below 40F Ambient Temp
 - Engine Air Cleaner-Normal Duty
 - Genset Warranty- Base (2 years / 1000 Hours)

One (1) Cummins Automatic Transfer Switch

- Non-SE Rated
- Electronic Control
- 600Amp
- Poles-3
- Application-Utility To Genset
- Listing-UL 1008/CSA Certification
- Frequency-60 Hertz
- System-3 Phase,3 Wire Or 4 Wire
- Voltage-480 Vac
- Cabinet-Type Nema 1
- Auxiliary Relay-Switch In Emergency Position-24VDC
- Auxiliary Relay-Switch In Normal Position-24VDC
- Genset Starting Battery-24VDC
- Clock-Exercise, External
- Relay-Elevator Signal
- Transfer Switch Warranty - 1 Year Comprehensive

- **Electrical Installation Included, by Melton Electric**

Net Price.....\$96,498.00

6% SC State Sales Tax.....\$5,789.88

Total Net Price.....\$102,287.88

Existing Generator Deduct..... -\$3,500.00

Total Net Price with Existing Generator Deduct Option.....\$98,787.88

Generator Start-Up, Testing, & Commissioning

- By Melton Electric

Delivery

- FOB factory with freight allowed to jobsite, offloading by others.

Current Standard Lead Time

- Generator Set—TBD after approved submittal
- ATS – TBD after approved submittals



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Roanoke, Richmond, Chesapeake, Winchester, Manassas, Knoxville, Nashville,
Chattanooga, Gainesville, Atlanta, Augusta, Savannah, Albany, Tallahassee,
Jacksonville, Ocala, Orlando, Tampa, Ft. Myers, West Palm Beach, Miami Lakes, P.R.**

*****Notes & Clarifications:**

1. The above proposal is based on verbal request. Cummins has not reviewed any plans or specifications regarding this project.
2. Existing diesel fuel shall be pumped from existing generator to new generator. All additional diesel fuel shall be provided by others.
3. All installation shall be provided by Melton Electric and is included in the above price.

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. In the event of any inconsistency between this Agreement and any purchase order or document produced or delivered by Customer, the terms and conditions of this Agreement shall take precedence.

SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the



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Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such

cancellation in whole or in part, Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins.

MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.



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INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree



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that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor or services from Cummins Sales and Service and its sub-suppliers or subcontractors may occur. Among other factors, Cummins delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service or completion described herein, such date(s) is subject to change.



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Authorization:

I, _____ accept the above
(print name)

terms and conditions on behalf of _____
(print company name)

and authorize **Cummins Inc.** to order the equipment detailed in this Proposal as per approved submittals
and as described in the above Proposal.

Accepted By:

Authorized Signature

Date

Printed Name & Title

Purchase Order # or Job Name Reference

Hard Copy PO; No___ Yes___, (Please attach hard copy PO to proposal if supplying)

—We appreciate your interest in Cummins Power Generation and look forward to serving you.

Kenneth Luther

Power Generation, Territory Manager

Direct: (843) 877-1773

Email: kenneth.luther@cummins.com

A regional power leader, Cummins is a corporation of complementary business units that design, up-fit, distribute, and service electric power generation systems, engines, and related technologies, including fuel systems, controls, air handling, filtration, and emissions solutions. Cummins serves the markets of; Automotive, Trucking, Power Generation, Construction, Marine, Logging, Agriculture. When you buy a Cummins diesel engine, natural gas engine or Onan generator from Cummins, you can be sure you have a dependable product backed by a reliable service team. Together we make people's lives better by unleashing the power of Cummins. Cummins Standards are Safety, Caring, Dependability, and Responsiveness. Our Customer Support Philosophy is "We create confidence by delivering dependable solutions through industry leading products, support, and experience."

Item Number: 6.d
Meeting Date: 7/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #20-043 Mosquito Control Chemicals

CURRENT STATUS:

The existing State Contract has expired and the State has not yet issued a new solicitation for these chemicals. Public Services Department of Mosquito Control is seeking to purchase Mosquito Control Chemicals used for Aerial Spraying from Adapco, Inc., through the piggyback cooperative contract with Horry County, IFB #2019-20-192 and acceptance from Adapco, Inc.

POINTS TO CONSIDER:

- 1) These chemicals were bid by Horry County and awarded to Adapco, Inc.
- 2) Horry County will allow Georgetown County to Piggyback onto their contract and they have the appropriate cooperative language in their agreement.
- 3) Both Horry County & Adapco, Inc. have confirmed that Georgetown County can use this agreement. Horry County has also stated that many other agencies have already piggybacked off of this agreement.
- 4) This purchase will be to reimburse mosquito chemicals previously borrowed from Horry County by Georgetown County Mosquito Control. Amount of chemicals to reimburse is \$78,649.20.

FINANCIAL IMPACT:

These chemicals were budgeted up to \$105,000.00 in GL Account Number 502.309-50323.

OPTIONS:

- 1) Approve purchase from Adapco, Inc.
- 2) Deny Request

STAFF RECOMMENDATIONS:

Public Services Mosquito Control Department has borrowed mosquito control chemicals from Horry County. This purchase would restock Horry County's supply of those chemicals. The acting Director of Public Services and the Mosquito Control Manager recommends approval for resupply of chemicals to Horry County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ 20-043 Horry Cty Bid - Adapco	Cover Memo
▣ 20-043 Horry Cty Contract - Adapco	Cover Memo

▣	20-043 Emails for Piggyback Agreement	Cover Memo
▣	20-033 & 20-043 Bid Solicitation	Cover Memo
▣	20-043 Recommendation	Cover Memo



**INVITATION FOR BID (IFB)
and
Contractual Requirements for**

**Mosquito Control Chemicals and Pesticides
for Horry County Stormwater Department**

IFB# 2019-20-192

Closing Date: 2:00 p.m., Local Time, March 16, 2020

The Following Applies to this Solicitation:

- *Questions Acceptance Deadline: 2:00 p.m., Local Time, March 9, 2020*
- *Required Bid Forms Packet must be submitted with responses to this IFB.*

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SECTION 00100 - ADVERTISEMENT

INVITATION FOR BID

Licensed firms are invited to submit electronic sealed bids for **"Mosquito Control Chemicals and Pesticides" IFB # 2019-20-192. Bids will be submitted via Horry County's electronic bid software not later than 2:00 p.m., Local Time, March 16, 2020. No fax, email, telephone, hand delivered, or text bid submittals will be accepted.** The solicitation document (IFB) and general contract terms and conditions can be obtained from the County's ebidding software by visiting <https://www.bidnetdirect.com/south-carolina/horrycounty>.

Local Vendor Preference is not applicable to this sealed bid process.

Contact Information for this Project:

Ms. Nicole VanVoorhis / vanvoori@horrycounty.org / 843.915.5380

Direct all questions to Horry County's ebidding software

END OF SECTION

SECTION 00200 - INSTRUCTIONS TO BIDDERS

General Terms and Conditions

General

This solicitation will be conducted in accordance with Horry County Procurement Code and Regulation. This ordinance can be found in its entirety on the County's website at <http://www.horrycounty.org/departments/procurement/bids.aspx>.

Horry County hereby notifies all those responding to this IFB that, in accordance with the provisions of the Civil Rights Act of 1964 (Chapter 21, Title 42, of the U.S. Code) and the Regulations promulgated in connection therewith, that it will affirmatively ensure that any contract entered into pursuant to this IFB, disadvantaged business enterprises will be afforded full and fair opportunity to make submittals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Funding

The Goods and/or Services solicited in this IFB is intended to be purchased with County Funds. There may be Federal rules and regulations compliance associated to purchases resultant from this solicitation in the event of a Federal, State, or Local Declared Emergency.

Submitting a Bid

Sealed bids shall be submitted via Horry County's electronic bid software ONLY, on or before the due date and time noted on the cover page of this document, or the date specified in Horry County's ebidding software for this project if amended by an addendum. The only acceptable means of submitting a bid in reference to this project is through Horry County's electronic bid software. Therefore, no email, fax, hand-delivered, telephone, or text bid submittals will be accepted.

Pricing must be provided as indicated in the electronic bid software. For additional details see Unit Prices.

The bidder must include the required items listed in the Required Bid Forms Packet or their bid may be deemed non-responsive.

The County reserves the right to accept or reject any and all bids, in whole or in part, that are deemed to be in the best interest of the County at its sole discretion.

Examination of Bid Document

Prior to submitting a bid, potential bidders must read all documents associated with this solicitation, thoroughly examining the bidding documents and specifications and/or requirements thereof, and notify Owner of all conflicts, errors, or discrepancies.

By submission of a bid, the bidder guarantees that all goods and/or services meet the requirements of the solicitation.

Bid submittals may be rejected for any omissions, alteration of form, additions not called for, conditional offers, or any irregularities of any kind are shown.

Bids shall remain firm for no less than **Sixty (60) calendar days** indicated from the date of bid Closing Date specified in Horry County's ebidding software for this project. The bidder's name and solicitation number shall be included when specifications or descriptive papers are submitted with the invitation for bid (IFB).

The goods and/or services under the resulting contract includes the furnishing of all labor, materials, equipment, and all items and services of every nature, whether particularly mentioned or not in this solicitation, is required to fulfill the requirements specified within this IFB.

All goods and/or services are to be done in accordance with, if applicable to the project: drawings, specifications, and any permit conditions of federal, state, local or any other agencies having jurisdiction.

Bid Submittal Form Signature

The Bid Submittal Form shall be signed by the Bidder, as follows:

- Sole Proprietorship: Signature of sole proprietor. Insert the words "Sole Proprietor" under the signature. Affix seal.
- Partnership: Signature of all partners. Insert the word "Partner" under each signature. Affix seal to each signature.
- Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so must also be submitted with the Bid Form in the Bid envelope.
- Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

Questions / Addendum

All questions must be submitted via Horry County's ebidding software prior to the Questions Acceptance Deadline as specified in the ebidding software. Each question must be submitted individually within the "Q&A" section of the electronic bid software. All questions and revisions will be provided in the electronic bid software in the form of addendum. If it becomes necessary to revise any part of this solicitation, an addendum will be published. It shall be the Bidder's responsibility to ensure he has all addenda which have been issued by visiting Horry County's ebidding software <https://www.bidnetdirect.com/south-carolina/horrycounty>. **Any information obtained outside of the procurement process is non-binding and shall not be used in the response to this solicitation.**

All Addenda forms a part of the documents for this project and modifies / amends / clarifies / adds to the original documents as described above. By submitting a response, responders acknowledge receipt and inclusion of the effects of this addendum.

Potential and actual bidders are not permitted to contact Horry County employees outside of the Procurement Department during the procurement process. Potential and actual bidders are not permitted to contact any consultants contracted by the County to assist with efforts related, directly or indirectly, to the procurement process. Failure to comply with Horry County Procurement Regulation, Chapter 4, *Contractor Requirements and Standards of Conduct for Horry County and Procurement Participants* may result in the rejection of the submittal and other penalties as applicable.

Non-Collusion

By submitting a response, the party making the foregoing offer that such offer is genuine and not collusive or sham; that said Responder has not colluded, conspired, connived, or agreed, directly or indirectly with any responder or person, to put in a sham response, or that such other person shall refrain from offering and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the submittal of affiant or any other responder or to fix any overhead, profit or cost element of said Response or of that of any other responder or to secure any advantage against owner any person interested in the proposed contract; and that all statements in said Response are true; and further, that such responder has not, directly or indirectly submitted this Quotation Request, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Mistakes in Bid

Corrections and withdrawal of the submitted offer will be permitted within the ebidding software prior to Bid Closing date and time.

Bid Opening

Unofficial Bid Results will be made publicly available in the County's ebidding software within an estimated time of Sixty (60) minutes after the established Closing due date and time.

Licenses

All BIDDERS must be properly licensed to do business in the State of South Carolina and must comply with the Code of Laws of South Carolina, including Section 40-11-200, when applicable. Your company does not need to be based in South Carolina, but must be licensed to do business in the state of SC and specifically Horry County, if awarded a contract. Failure to comply with this requirement may result in the rejection of the bid as non-responsive.

Payment Terms

Payment Terms are Net thirty (30) days upon County's receipt of correct invoice(s).

By submitting a bid, you agree to provide the option for payment via Horry County purchasing card (similar to a MASTERCARD credit card) for all purchases made under the contract award from this solicitation. When preparing a price submittal, electronic payment processing fees shall

be included in unit prices. No price increases shall be permitted for accepting electronic payment from Horry County.

Unit Prices

Unit prices are requested for items in the bid. Each bidder shall include its prorata share of overhead, and other items necessary for completion of the project, per plans and specifications, not specifically listed in the schedule of values, so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the Total Bid. Any bid not conforming to this requirement may be rejected as non-responsive. Additional instruction for Unit prices is found within the Comments to Project.

If there is no charge for a specific item listed, bidders must enter \$0.00. Leaving item pricing blank indicates a "No Bid" for the item.

Sales tax should not be included in unit prices. SHIPPING/DELIVERY charges should be included in the Unit Price, if it is not listed separately in the bid schedule. Any bid not conforming to this requirement may be rejected as non-responsive.

Sales Tax

Horry County Government is required to pay sales tax. Horry County tax rate is (8%) eight percent, except on purchases/work/deliveries within the city limits of Myrtle Beach, where the tax rate is (9%) nine percent. *Sales Tax is expected to be include in the bidder's electronic bid submittal.*

Shipping / Delivery

All deliveries shall be bid as F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the Contracted Supplier to the common carrier does not constitute delivery to the County. Delivery must meet the guaranteed delivery date agreed upon after receipt of order (ARO). Any claim for loss or damage shall be between the Contracted Supplier and the carrier. Items must be shipped/delivered to the location(s) as indicated on the cover page of this document. Items ordered under the contract(s) resulting from this IFB must be delivered within the time frame (ARO) as indicated on the cover page of this document.

Liability Coverage

The successful bidder shall provide proof of all required insurance(s), including workers' compensation, automobile liability and general liability. Workers' compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, independent contractors and vehicles used in premises/operations. Professional Liability insurance shall be provided with minimum liability limits of \$1,000,000 per occurrence (in addition to Commercial General Liability insurance) by professional services such as accountant, attorney, architect, design, engineering and most consultants that involve errors and omissions exposure protection. *Horry County shall be named as an additional insured on all liability policies and expressed on the Certificate of Liability Insurance.* Insurance shall indemnify County against any and all claims arising under or as a result of the performance of the contract resulting from this solicitation. The County must be provided

written notice prior to cancellation, modification or reduction in limits of any stipulated insurance. It is the responsibility of the vendor/contractor to ensure all subcontractors comply with all insurance requirements of this solicitation and the resulting contract.

Termination Clause

Either party may terminate the contract by giving a sixty (60) day advance written notice. The County shall have no obligation to pay for services provided to the County except up to the effective date of termination of the contract. Should the vendor exercise its right to terminate the contract, the vendor will not cease services for a reasonable period of time, not to exceed one-hundred twenty (120) days, to allow the County to procure another vendor.

In the event that the State of South Carolina (SC) resolicits these goods, the County reserves the right to make purchases on that resultant Cooperative SC Materials Management Office (MMO) Contract if determined to be in the best interest of the County.

Cooperative Clause

By submitting a bid, the successful bidder(s) awarded a contract(s) by Horry County agrees to allow other government entities (i.e. cities, towns, villages, schools, and special districts/authorities) to enter into contract(s) or issue purchase order(s) based on the terms and conditions of the contract(s) resulting from this Invitation for Bid (IFB).

The use of this contract by other units of government will be optional. Sales to government entities by the Vendor will be optional and will not be considered when determining contract award(s) for this IFB. Any subsequent contracts or orders issued shall be made under the same terms and conditions and shall be for those items identified in the original IFB.

Horry County shall not be responsible for any problems that may arise between any other government entities and the contractor as a result of any sales. Any resulting contract is solely between the supplier and third party government entity. Invoices for items purchased under this agreement, shall be directed to, and is the responsibility of, the government entity making the purchase.

Disaster / Emergency Clause

In the event that services in the resultant contract may be necessary for emergency protective measures, disaster response, and disaster recovery. By submitting a response to this solicitation, the Proposer shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards with the exception of Part (D) Davis Bacon Act. Invoices for services related to emergency protective measures, disaster response, and disaster recovery shall be separate from non-emergency/disaster service invoices.

Contract Award

Award of contract(s) will be for any combination of lot(s)/group(s)/item(s) made to the lowest responsible and responsive bidder(s) whose bid(s) meet the requirements and criteria set forth in the IFB and is determined to be most advantageous permitted by grant requirements (*if/when applicable*), and *deemed most advantageous to the County*. Horry County anticipates, and

reserves the right, to make multiple awards if in the best interest of the County. For all items in all lots/groups awarded to one vendor, a dollar-amount discount must be given.

In determining the lowest responsive and responsible bidder(s), the County may consider/evaluate the bidders' past and current performance of other County contracts, to include factors such as timely delivery and guaranteed delivery date. The awarded bidder(s) will agree to the provisions contained in the *Sample "Contract"*, and the "Federal Contract Provisions" (if/when applicable) attached.

This procurement (IFB) does not commit the County of Horry to award a contract(s), to pay any costs incurred in the preparation of the bid submittal, or to procure or contract for goods or services listed herein.

Term of Contract

The term of this contract shall be the amount of time specified within the Special Terms and Conditions. The effective date of the contract(s) shall be the date of the County's signature. The successful bidder(s) will execute and abide by the attached *Sample Contract*.

Contract Changes

Contract terms and conditions shall not be changed unless by change order. Change must be deemed allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Changes shall be agreed upon by both parties and recorded using the approved change order document. The change to method, price, or schedule of the work must be clearly identified for each specific change which may occur. Additional process information available within *Horry County Procurement Regulation Subchapter 13-3: Post Award Issues*.

Grievance / Bid Protest

Any actual or prospective responder who is aggrieved in connection with the procurement or award of a contract may protest to the County Administrator. The protest shall be submitted in writing within fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto provided that grievance has been made in accordance with solicitation requirements. Any grievance filed shall be made known prior to any bid opening in accordance with invitation to bids. *Please reference Subchapter 15-3-Bid Protests of the Horry County Code & Regulation by visiting:*
<http://www.horrycounty.org/departments/procurement/bids.aspx>.

Freedom of Information Statement

Procurement information shall be a public record to the extent required by Chapter 4 of Title 30, Code of Laws of South Carolina (1976, as amended) (The Freedom of Information Act), with the exception that commercial or financial information obtained in response to a "Invitation for Bids" which is privileged and confidential if so designated by the proposer shall be protected from disclosure. Such information must be clearly marked as "CONFIDENTIAL" by those submitting responses for each section of information so affected. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information.

Legal Statement

Responders to this IFB must disclose involvement in any litigation within the last five (5) years in which a claim has been made against any team member (individual or company) asserting a cause of action other than Employment issues or Contracts not related to your professional work. Explain the issues in these cases (or the fact there are none) as part of your submittal.

END OF SECTION INSTRUCTIONS TO BIDDERS

Special Terms and Conditions

Requirements

The Bidder is to include in his bid all Goods/Services necessary to complete the listed items and other work reasonably intended. **Submitted bids will remain firm for sixty (60) calendar days from Closing Date specified in ebidding software for this project.**

The project consists of the purchase and delivery of new/unopened/unused Mosquito Control Chemicals for use by Horry County Stormwater Department. ***The total quantity of purchases of any individual item on resultant contract(s) is not known. The County does not guarantee that the County will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.***

The Bidder should consider the following information in making and submitting their bid:

1. All Bid proposals shall meet or exceed the minimum specifications as listed.
2. Submitted Bid proposals must be compatible with the description of the items. Vendors submitting shall submit sufficient details to allow Horry County to determine if the item bid meets the specifications.
3. Compliance (*if/when applicable*) with all Federal, State, and Local requirements, including but not limited to Part 200 Appendix II and 2 CFR Part 200.317 through-200.326 is required in the event purchases of goods are made for Emergency Services – A declared Federal, State, or Local Emergency.
4. Compliance to the South Carolina Code of Laws, *Title 46-Agriculture, Chapter 13 subsection 46-41-50 (A.1.)*. All bidder(s) shall be licensed distributors of pesticide products and shall upload a copy of their valid South Carolina Dealer's License with their bid submittal.
5. All Chemicals offered for sale to Horry County must comply with the S.C. Code of Laws Title 46 Agriculture in its entirety. However Particular emphasis to this contract will be Chapter subsection 46-13-10 of the South Carolina Code of Laws (1976). Registration requirements shall be in compliance with Title 46, Section 46-13-40 and any subsequent regulations which may be applicable, and shall be in effect at the time of award. The minimum active ingredients specified meets the requirements set forth by the Department of Health and Environmental Control (DHEC), which is considered to be the subject matter expert regarding the items. Offeror's must submit a bid with products which contain the minimum active ingredients listed. In addition, Offeror's must also upload, with their bid, manufacturer's printed information to illustrate the product's active ingredients meeting Horry County's minimum standard.
6. All products offered must comply with applicable Federal, State, and Local government laws, acts, and regulations. Therefore, the offerors will be held responsible to comply with

current *EPA section 7 U.S.C 136 et seq.*, Federal Insecticide Fungicide Rodenticide Act (FIFRA).

7. Awarded firm(s) are required to provide the following documents upon delivery to the agency/The County:
 - a. Material Safety Data Sheets (OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.6 (Mandatory);
 - b. Shipping documents and/or invoice (Mandatory)
 - c. Returnable/Refillable container must arrive with a return label and contact information.
8. In accordance with Horry County Policy, payments will be submitted upon receipt of a correct Invoice and documented Acceptance of ordered items.
9. Shipping is FOB Destination – Freight Prepaid. Delivery must be to:

Infrastructure & Regulation (I&R) Division Building
ATTN: Stormwater Department, James Brock
4401 Privetts Road
Conway, S.C. 29526

OR

Conway Airport
1700 Airport Road
Conway, S.C. 29527

10. All deliveries shall be made Monday through Friday during regular work hours, typical work hours are 8:00 a.m. to 5:00 p.m., Eastern Time. The vendor shall be required to give the County a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.
11. The contractor shall be required to arrange return transport of empty Gallon Drums or Tote container delivered under this contract. Containers are to be manufactured with reusable materials that can be properly refilled in accordance with EPA and South Carolina Laws. The vendor shall be responsible for the implementation of a system that will provide instructions and processes for the return of empty returnable, refillable polyethylene containers back to the manufacturer. All fees' surcharges, etc. will be incorporated into the bid's unit price.
12. Products must be off loaded by vendor's transportation company, shrink wrapped if palletized, and labeled appropriately. Goods shall only be accepted after inspection by authorized agency representative at time of delivery and documented on shipping documents with an authorized agency employee signature and date.
13. In the event Gallon Drum or Tote containers are not removed within thirty (30) days of the using body's request, on the thirty-first (31st) day, the vendor shall make

arrangements to have containers collected by a shipping company at their own expense and legal obligation, with no additional costs forwarded or imposed on the using agency.

Unless otherwise specified herein, all items shall be delivered no later than thirty (30) days after contractor's receipt of purchase order(s). If the County/entity requests delivery sooner than the time specified, contract may invoice the ordering entity the additional shipping charges as a separate line item on the invoice; however, invoice must reference the using entity's original purchase order number.

Contractor shall provide order confirmation within five (5) business days from receipt of purchase order (PO) for all orders regardless of size (Drum, Tote, etc). The Contractor on or before the 5th business day, shall provide the agency of the expected delivery date of the requested product(s) on the PO. The Contractor must provide final delivery notification at a minimum twenty-four (24) hours before order is delivered. Additionally, vendor shall be notified if pick-up of Drums or Totes shall be required at the time of PO.

14. Term is for one-year (*date of County signature on Contract*), with no allowable price increase for the initial term. Four (4) optional one-year renewals are available at the sole discretion of the County, and must be memorialized and documented by bilaterally executed formal contract renewal.
15. Provide pricing as indicated for Horry County to make purchases during the term of the resultant contract(s).
16. If firms have other related products on a Catalog, Bidders must provide statement of discount percentage that will be offered during the term of the contract, if awarded.
17. Certificate(s) of Insurance (COI) must name Horry County as additional insured, and certificate holder address must be:

Horry County
ATTN: Risk Management
P.O. BOX 997
Conway, S.C. 29528

Bidders must supply SAMPLE COI with insurance minimums specified herein, and including:

CHEMICAL LIABILITY INSURANCE: The contractor(s) shall provide and maintain during the term of the awarded contract(s) combined Public Liability and Property Damage insurance in the following amounts to protect himself, his agents and his employees from claims for damage for personal injury, including wrongful and accidental death and property damage which may arise from operations under this IFB, whether such operations be performed by himself or his employees.

PUBLIC LIABILITY/PROPERTY DAMAGE	\$500,000	Per	Person/\$500,000	Each
Occurrence				

18. Awarded firm(s) must provide Certificate of Insurance (COI) that meets or exceeds the minimum insurance requirements listed herein.
19. In the event that the State of South Carolina (SC) resolicits these goods, the County reserves the right to make purchases on that resultant Cooperative SC Materials Management Office (MMO) Contract, if determined to be in the best interest of the County.

END OF SECTION SPECIAL TERMS AND CONDITIONS

Required

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- a. Termination for Convenience. Contract is terminated due to reasons known to the non-Federal entity, i.e., program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. This type of termination is utilized when the contractor is not in violation of the contract terms and conditions.
- b. Termination for Cause. Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include procurement costs to be paid by the contractor.

Termination settlements shall be accommodated by negotiations carefully planned in order to achieve an equitable resolution.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other USDA grant and cooperative agreement programs, including the Public Assistance Program.**

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[as per September 26, 2016 amendments]

SECTION 00300 – REQUIRED BID FORMS

The bidder must include the following items or their bid submittal may be deemed non responsive. The County reserves the right to accept or reject any and all bids, in whole or in part, that are deemed to be in the best interest of the County at its sole discretion.

Separate Downloadable Packet in BidNet Software for this Project

CHECKLIST

- ☐ Electronic Bid Item Pricing (to be completed within the e bidding software) *(Sample Not Provided)*
- ☐ Signed and Completed Bid Submittal Form(s) *(Sample Provided)*
- ☐ Catalog/Discount Statement *(Sample Not Provided)* (as applicable)
- ☐ Certification of Restriction on Lobbying Form *(Sample Provided)*
- ☐ Certification Regarding Debarment, Suspension and Other Responsibility Matters *(Sample Provided)*
- ☐ Drug-Free Workplace Certification *(Sample Provided)*
- ☐ A copy of all applicable Active License(s) / business license(s) / Pesticide Dealer License(s) *(Sample Not Provided)*
- ☐ Sample Certificate of Insurance (COI) on Accord 25 form *(Sample Not Provided)*
- ☐ IRS W-9 Request for Taxpayer Identification Number and Certification form *(signed and dated within the last 3 months)* *(Sample Provided)*
- ☐ State of South Carolina I-312 Nonresident Taxpayer Registration Affidavit Income Tax Withholding Form *(if applicable)* *(Sample Provided)*

END OF SECTION

SECTION 00400 - CONTRACT FORMS

☐ Sample Notice of Award / Notice of Intent to Award

☐ Sample Contract For Sale Agreement

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NOTICE OF AWARD / NOTICE OF INTENT TO AWARD

TO: Name of Firm
Address, City, State, Zip Code

PROJECT DESCRIPTION: BID # 2019-20-XXX
 Name of Project

The OWNER has considered the BID submitted by you for the above described solicitation dated
XXXXX

You are hereby notified that your BID has been accepted for the Total Bid Amount of \$ 0000

You are required by the Information for Bidders to execute the CONTRACT AGREEMENT and
furnish the required (*as applicable per solicitation*) CERTIFICATES OF INSURANCE (COI) within TEN
calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said COI within TEN (10) days from the date
of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's
acceptance of your BID as abandoned/non-responsive. The OWNER will be entitled to such other rights
as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD / NOTICE OF INTENT
TO AWARD to the OWNER, at that time a CONTRACT will be issued.

Dated this ____ day of, _____ 20__.

HORRY COUNTY, OWNER

BY: _____

TITLE: _____

"SAMPLE" CONTRACT

CONTRACT FOR SALE No. _____

This Contract for Sale ("**Contract**"), with an effective date of _____, is hereby entered into between **HORRY COUNTY**, a political subdivision of the State of South Carolina, whose Administrative Office is at 1301 Second Avenue, Conway, SC 29526 ("**County**"); and _____ ("**Vendor**"), a corporation organized and existing under the laws of the State of _____ and authorized to conduct business in the County of Horry and in the State of South Carolina.

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Vendor** of the sale and services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Conway, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **County** and **Vendor** concerning the scope of work described herein. The sale of goods, and the terms of any services to be rendered in connection therewith, as described

in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **County** and **Vendor**. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Vendor** to rely upon such forbearance in the event of another similar breach by **Vendor** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Vendor** shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

1.6.7. South Carolina Wages Act, S.C. Code § 41-10-10 et seq..

1.6.8 South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.6.9 South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14&29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws.

1.6.10 Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act 190 of 2008; Financial and Identity Theft Protection Act; and the Horry County Privacy / Identity Theft Policy.

1.7. By entering into this Contract, **Vendor** affirmatively warrants that **Vendor** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Vendor** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. **Vendor** shall sell and County shall purchase such property or goods, and such services (if any) set forth in Exhibit "A" attached hereto and is incorporated herein by reference. The

anticipated scope of work shall be considered the minimum service to be provided under this Contract. If any term contained in Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind **County**.

2.2. All services to be performed by **Vendor** under this Contract shall be performed within the term set forth on Exhibit "A", not to exceed five (5) years.

2.3. Title to all goods listed in Exhibit "A" as goods to be sold under this Contract shall remain in **Vendor's** name until the County takes delivery of the goods, at which time title shall transfer to County. Risk of loss of the goods specified remains with the titleholder throughout the performance of this Contract.

3. PAYMENT FOR SERVICES AND GOODS:

3.1. The cost of goods are set forth in Exhibit "B" of this Contract. The total projected cost of \$_____ shall be a guaranteed maximum price (GMP) for the goods to be provided. **Vendor's** invoice to County will be on a basis of net 30 days after receipt by **County** of invoice.

3.2. Services not included in the Scope of Services constitute additional charges to **County**, at rates and intervals to be agreed upon between **County** and **Vendor** in a written Amendment executed by both parties prior to the performance of such services.

4. WARRANTIES OF VENDOR AND COUNTY:

4.1. County warrants that:

4.1.1. County has the lawful authority required under State law and **County's** Ordinances to enter into and perform this Contract;

4.1.2. **County** shall not offer employment to any employee of **Vendor** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Vendor warrants that Vendor has:

4.2.1. All necessary licenses and consents required for **Vendor** to enter into and fully perform the sale of goods and provision of any services set forth on Exhibit "A", and is in good standing in the State of South Carolina;

4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in **County's** Invitation to Bid or Request for Proposals, that formed the basis of the Scope of Services of this Contract):

Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, errors and omissions (professional liability), independent contractors and vehicles used in premises/operations. Insurance shall indemnify **County** against any and all claims arising under or as a result of the performance of the contract. The **County** shall be named as an additional insured on all liability policies. The **County** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Vendor**.

4.2.4. Full and proper title to the goods to be sold under this Contract as against all others potential claimants.

4.3. Vendor warrants that Vendor shall throughout the term of this Contract:

4.3.1. Perform any services required under Exhibit "A" with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein;

- 4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Vendor** to third parties or employees, agents, or sub-contractors of **Vendor**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;
- 4.3.4. Ensure that any third party, employee, agent, or sub-contractor of **Vendor** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;
- 4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;
- 4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.
- 4.3.7. Warrant that the goods which are the subject matter of this Contract are fit for the purpose for which the County purchases said goods, are generally fit for sale and use, and are of sound workmanship and quality.

5. OWNERSHIP OF PROJECT MATTER: Unless otherwise agreed between **County** and **Vendor**, and approved by County's attorney:

- 5.1. All plans, reports, surveys, and other professional work product of **Vendor** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **County** during and at the completion or termination of this Contract;
- 5.2. All materials supplied or loaned by County to **Vendor** during the term of this Contract shall remain the property of County;
- 5.3. All intellectual property provided to **County** by **Vendor** and originating from this Contract shall become and remain the property of **County**, and **Vendor** shall not, without

the written consent and license from **County**, use such intellectual property for another commercial purpose;

5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Vendor** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. **EARLY TERMINATION OF CONTRACT:** **County** and **Vendor** shall have the right, upon sixty (60) days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to **County** except up to the effective date of termination of this Contract. In the event, **Vendor** exercises its right to terminate this Contract, **Vendor** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow **County** to procure another **Vendor**.

7. **INDEPENDENT CONTRACTOR STATUS:** **Vendor** shall not, by entering into this Contract, become a servant, agent, or employee of **County**, but shall remain at all times an independent contractor to **County**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Vendor** and **County**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. **NOTICES TO PARTIES:** All notices to each party to this Contract shall be in writing, and sent as follows:

8.1. **To County:**

8.1.1.

with a copy to:

Horry County Attorney

1301 Second Avenue
Conway, SC 29526
(Tel: 843-915-5270; fax 843-915-6270)

8.2. To Vendor:

8.2.1.

8.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

8.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The **Vendor** will indemnify and hold harmless the **County** and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Vendor**, and anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. In any and all claims against the **County** or any of their agents or employees by an employee of the **Vendor**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages,

compensation or benefits payable by or for the **Vendor** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the **Vendor** under this paragraph shall not extend to the liability of the **County** or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the **Vendor**.

10. ASSIGNMENT: **Vendor** shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the Lessor. If **Vendor** assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, **County**, in its sole discretion, may declare this entire Contract null and void.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

Vendor:

By (signature): _____
Print Name: _____
Title: _____

Date: _____

Witness: _____

County:

By (signature): _____
Print Name: _____
Title: _____

Date: _____

Witness: _____

County of Georgetown, South Carolina

INVITATION FOR BIDS

The Georgetown County, SC Purchasing Office is soliciting sealed responses for the following items or services:

- ▶ Bid #20-020, Garden City Drainage Improvements Sites 1, 5, and 8
- ▶ Bid #20-026, North South Bike Link
- ▶ RFP #20-030, Active Directory Upgrade with Intranet

Details and bid documents may be downloaded free of charge from the County website: www.gtcounty.org. You may also send an email request to purch@gtcounty.org or call us at (843)545-3083 for additional information by phone.

SURPLUS SALES

Georgetown County offers surplus materials, property, and equipment for sale to the public at www.govdeals.com.

CONTRACT FOR SALE No.2019-20-192 / Munis Contract # 1560

This Contract for Sale ("Contract"), with an effective date of **County Signature**, is hereby entered into between **HORRY COUNTY**, a political subdivision of the State of South Carolina, whose Administrative Office is at 1301 Second Avenue, Conway, SC 29526 ("County"); and **ADAPCO, LLC ("Vendor")**, a corporation organized and existing under the laws of the State of **Florida** and authorized to conduct business in the County of Horry and in the State of South Carolina.

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by **Vendor** of the sale and services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Conway, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between **County** and **Vendor** concerning the scope of work described herein. The sale of goods, and the terms of any services to be rendered in connection therewith, as described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of **County** and **Vendor**. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle **Vendor** to rely upon such forbearance in the event of another similar breach

by **Vendor** of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, **Vendor** shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 1938;

1.6.6. Immigration Reform and Control Act of 1986; and

1.6.7. South Carolina Wages Act, S.C. Code § 41-10-10 et seq.

1.6.8 South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 et seq.

1.6.9 South Carolina Illegal Immigration Reform Act, including without limitation Chapters 14&29, Title 8, and Chapter 8, Title 41, S.C. Code of Laws.

1.6.10 Part 681, Title 16 of the Code of Federal Regulations, Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003; the South Carolina Act 190 of 2008; Financial and Identity Theft Protection Act; and the Horry County Privacy / Identity Theft Policy.

1.7. By entering into this Contract, **Vendor** affirmatively warrants that **Vendor** is currently in compliance with such laws, and further warrants that during the term of this Contract, **Vendor** shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. **Vendor** shall sell and County shall purchase such property or goods, and such services (if any) set forth in Exhibit "A" attached hereto and is incorporated herein by reference. The anticipated scope of work shall be considered the minimum service to be provided under this Contract. If any term contained in Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall not bind County.

2.2. All services to be performed by **Vendor** under this Contract shall be performed within the term set forth on Exhibit "A", not to exceed five (5) years.

- 2.3. Title to all goods listed in Exhibit "A" as goods to be sold under this Contract shall remain in **Vendor's** name until the County takes delivery of the goods, at which time title shall transfer to County. Risk of loss of the goods specified remains with the titleholder throughout the performance of this Contract.

3. PAYMENT FOR SERVICES AND GOODS:

- 3.1. The cost of goods are set forth in Exhibit "B" of this Contract. **Vendor's** invoice to County will be on a basis of net 30 days after receipt by **County** of invoice.
- 3.2. Services not included in the Scope of Services constitute additional charges to **County**, at rates and intervals to be agreed upon between **County** and **Vendor** in a written Amendment executed by both parties prior to the performance of such services.

4. WARRANTIES OF VENDOR AND COUNTY:

4.1. County warrants that:

- 4.1.1. County has the lawful authority required under State law and **County's** Ordinances to enter into and perform this Contract;
- 4.1.2. **County** shall not offer employment to any employee of **Vendor** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. Vendor warrants that Vendor has:

- 4.2.1. All necessary licenses and consents required for **Vendor** to enter into and fully perform the sale of goods and provision of any services set forth on Exhibit "A", and is in good standing in the State of South Carolina;
- 4.2.2. All required insurances, including Worker's Compensation Insurance and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract, in at least the following amounts (or in those amounts, if specified, as set forth in **County's** Invitation to Bid or Request for Proposals, that formed the basis of the Scope of Services of this Contract):

Worker's compensation shall include a minimum limit of \$100,000 per accident and comprehensive general liability coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for premises/operations, products/completed operations, contractual liability, errors and omissions (professional liability),

independent contractors and vehicles used in premises/operations. Insurance shall indemnify **County** against any and all claims arising under or as a result of the performance of the contract. The **County** shall be named as an additional insured on all liability policies. The **County** must be provided with notice prior to cancellation, modification or reduction in limits of any stipulated insurance.

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by **Vendor**.

4.2.4. Full and proper title to the goods to be sold under this Contract as against all others potential claimants.

4.3. Vendor warrants that Vendor shall throughout the term of this Contract:

4.3.1. Perform any services required under Exhibit "A" with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth herein;

4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by **Vendor** to third parties or employees, agents, or sub-contractors of **Vendor**, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

4.3.4. Ensure that any third party, employee, agent, or sub-contractor of **Vendor** shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

4.3.7. Warrant that the goods which are the subject matter of this Contract are fit for the purpose for which the County purchases said goods, are generally fit for sale and use, and are of sound workmanship and quality.

5. OWNERSHIP OF PROJECT MATTER: Unless otherwise agreed between **County** and **Vendor**, and approved by County's attorney:

5.1. All plans, reports, surveys, and other professional work product of **Vendor** concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of **County** during and at the completion or termination of this Contract;

5.2. All materials supplied or loaned by County to **Vendor** during the term of this Contract shall remain the property of County;

5.3. All intellectual property provided to **County** by **Vendor** and originating from this Contract shall become and remain the property of **County**, and **Vendor** shall not, without the written consent and license from **County**, use such intellectual property for another commercial purpose;

5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by **Vendor** in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT: **County** and **Vendor** shall have the right, upon sixty (60) days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to **County** except up to the effective date of termination of this Contract. In the event, **Vendor** exercises its right to terminate this Contract, **Vendor** will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty (120) days, to allow **County** to procure another **Vendor**.

7. INDEPENDENT CONTRACTOR STATUS: **Vendor** shall not, by entering into this Contract, become a servant, agent, or employee of **County**, but shall remain at all times an independent contractor to **County**. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between **Vendor** and **County**, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES: All notices to each party to this Contract shall be in writing, and sent as follows:

8.1. To County:

8.1.1.

Horry County Stormwater Department
4401 Privetts Road
Conway, SC 29526

(Tel: 843-915-5160; fax 843-365-2208)

with a copy to:

Horry County Attorney
1301 Second Avenue
Conway, SC 29526
(Tel: 843-915-5270; fax 843-915-6270)

8.2. To Vendor:

8.2.1.

ADAPCO, LLC
550 Aero Lane
Sanford, FL 32771
(Tel: 407-328-6519; or (800)-367-0659)

8.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

8.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, certified mail, return receipt requested, postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.3.2. On the first day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The **Vendor** will indemnify and hold harmless the **County** and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission of the **Vendor**, and anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. In any and all claims against the **County** or any of their agents or employees by an employee of the **Vendor**, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the **Vendor** under the workman's compensation acts, disability benefit acts, or other employee benefit acts. The obligation of the **Vendor** under this paragraph shall

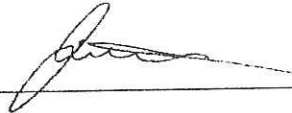
not extend to the liability of the **County** or its agents or employees arising out of reports, surveys, change orders, designs, or specifications that are un-attributable to the **Vendor**.

10. ASSIGNMENT: **Vendor** shall not assign, permit the assumption of or in any manner transfer any interest in this Contract, or any part thereof, without the prior written consent of the Lessor. If **Vendor** assigns, permits the assumption of or in any manner attempts a transfer of its interest in this Contract, **County**, in its sole discretion, may declare this entire Contract null and void.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

Vendor:

By (signature):



Date: 03/19/2020


Print Name:

Jason Trumbetta

Title:

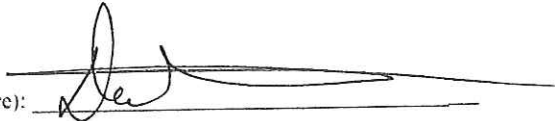
Vice President and Secretary

Witness:



County:

By (signature):



Date: 3.25.2020

Print Name: David Gilreath, P.E.

Title:

Assistant County Administrator

Witness:

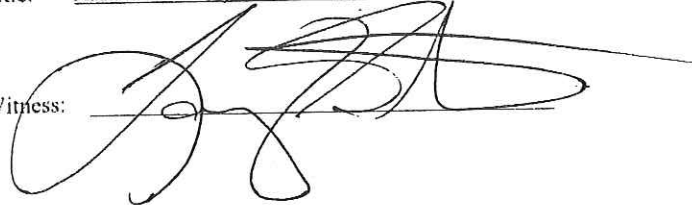


EXHIBIT A

The following documents are incorporated by reference, as if fully stated herein, in order of precedence indicated below:

1. Adapco LLC electronic bid received March 16, 2020 at 2:01 PM in BidNet.
2. Horry County Addendum 1 issued March 10, 2020 on BidNet.
3. Horry County Invitation for Bids (IFB) 2019-20-192 for Mosquito Control Chemicals and Pesticides issued March 2, 2020 on Bidnet.

TERM: One-year (1) from date of County Signature. with four (4) optional one-year renewals at the sole discretion of the County.

EXHIBIT B

PRICING: Pricing for any items ordered by County shall not exceed the unit costs herein. Any increase in unit price during the initial term of this contract will not be accepted.

Item No	Description	Manufacturer	Part #	Group Id	Group Name	Project Name	Comment	Price	Qty	Total Cost
1	2.7% Lysinibacillus sphaericus + 4.5% Bti - 40 lb bag	Valent Biosciences	VMXFG-40	Larvacides	Mosquito Larvacides	Microbial	Vectomax FG (40lb bag)	344.00	1	344.00
2	2.7% Lysinibacillus sphaericus + 4.5% Bti - 1200 lb bag	Valent Biosciences	VMXFG-1200	Larvacides	Mosquito Larvacides	Microbial	Vectomax FG (1200lb bag)	10,320.00	1	10,320.00
3	2.7% Lysinibacillus sphaericus + 4.5% Bti - 20 bags/40 pouches	Valent Biosciences	VMXWSP-800	Larvacides	Mosquito Larvacides	Microbial	Vectomax WSP (20x40) 800/Case	1,504.00	1	1,504.00
9	7.5% Lysinibacillus Sphaericus - 40 lb bag	Valent Biosciences	VLXFG-40	Larvacides	Mosquito Larvacides	Microbial	Vectolex FG (40lb bag)	231.20	1	231.20
10	7.5% Lysinibacillus Sphaericus - 20 bags/40 pouches	Valent Biosciences	VLXWSP-800	Larvacides	Mosquito Larvacides	Microbial	Vectolex WSP (800/case)	872.00	1	872.00
12	2.8% Bacillus thuringiensis subspecies israelensis - 40 lb bag	Valent Biosciences	VECG/GS-40	Larvacides	Mosquito Larvacides	Microbial	Vectobac G or GS (40lb bag)	85.20	1	85.20
17	5.6% Bacillus thuringiensis subspecies israelensis - 2x2.5 gal case	Valent Biosciences	TEK-2x2.5	Larvacides	Mosquito Larvacides	Microbial	Teknar SC (2x2.5 gl cs)	211.15	1	211.15
18	5.6% Bacillus thuringiensis subspecies israelensis - 30 gal drum	Valent Biosciences	TEK-30	Larvacides	Mosquito Larvacides	Microbial	Teknar SC (30 gl dr)	1,266.90	1	1,266.90
26	11.61% Bacillus thuringiensis subspecies israelensis - 12AS (2x2.5 gal case)	Valent Biosciences	VEC12AS-2x2.5	Larvacides	Mosquito Larvacides	Microbial	Vectobac 12AS (2x2.5 gl case)	191.85	1	191.85

67	2.0% Deltamethrin - 2x2.5 gal case	Bayer Environmental	DELG-2x2.5	Mosq Pyre	Pyrethroid	Insecticides	Deltagard (2x2.5 gl case)	988.80	1	988.80
68	2.0% Deltamethrin - 30 gal drum	Bayer Environmental	DELG-30	Mosq Pyre	Pyrethroid	Insecticides	Deltagard (30 gl drum)	5,740.80	1	5,740.80
69	4.75% Deltamethrin - 16x1 pint case	Bayer Environmental	SUS-16	Mosq Pyre	Pyrethroid	Insecticides	Suspend (16x1 pt case)	47,262.50	1	47,262.50
88	3.0% Permethrin + 15% Piperonyl Butoxide - 2x2.5 gal	PCT	PCT315- 2x2.5	Mosq Pyre	Pyrethroid	Insecticides	PCT 3-15 (2x2.5 gl case)	326.26	1	326.26
90	3.0% Permethrin + 15% Piperonyl Butoxide - 55 gal drum	PCT	PCT315-55	Mosq Pyre	Pyrethroid	Insecticides	PCT 3-15 (55 gl drum)	2,475.00	1	2,475.00
91	3.0% Permethrin + 15% Piperonyl Butoxide - 275 gal tote	PCT	PCT315-275	Mosq Pyre	Pyrethroid	Insecticides	PCT 3-15 (275 gl tote)	12,375.00	1	12,375.00
92	3.98% Permethrin + 8.48% Piperonyl Butoxide - 30 gal drum	Bayer Environmental	PER48-30	Mosq Pyre	Pyrethroid	Insecticides	Permanone 4-8 (30 gl drum)	1,050.00	1	1,050.00
93	3.98% Permethrin + 8.48% Piperonyl Butoxide - 275 gal tote	Bayer Environmental	PER48-275	Mosq Pyre	Pyrethroid	Insecticides	Permanone 4-8 (275 gl tote)	9,625.00	1	9,625.00
94	3.98% Permethrin + 8.48% Piperonyl Butoxide - 2x2.5 gal case	Bayer Environmental	PER48-2x2.5	Mosq Pyre	Pyrethroid	Insecticides	Permanone 4-8 (2x2.5 gl case)	175.00	1	175.00
95	4.0% Permethrin - 55 gal drum	PCT	PUR44-55	Mosq Pyre	Pyrethroid	Insecticides	Pursuit 4-4 (55 gl drum)	1,196.25	1	1,196.25
96	4.0% Permethrin - 275 gal tote	PCT	PUR44-275	Mosq Pyre	Pyrethroid	Insecticides	Pursuit 4-4 (275 gl tote)	5,280.00	1	5,280.00
97	4.0% Permethrin - 2x2.5 gal case	PCT	PUR44-2x2.5	Mosq Pyre	Pyrethroid	Insecticides	Pursuit 4-4 (2x2.5 gl case)	110.10	1	110.10
98	4.0% Permethrin + 4.0% Piperonyl Butoxide - 2.5 gal jug	PCT	PUR44-2.5	Mosq Pyre	Pyrethroid	Insecticides	Pursuit 4-4 (2.5 gl jug for bid) sold	55.05	1	55.05

171	96.5% Malathion -260 gal tote	FMC	FYF-260	Organo	Organophosphate	Insecticides	Fyfanon ULV (260 gl tote)	15,446.60	1	15,446.60
172	78.0% Naled - 30 gal drum	AMVAC	TRU-30	Organo	Organophosphate	Insecticides	Trumpet EC Insecticide (30 gl drum)	6,554.10	1	6,554.10
173	87.4% Naled - 30 gal drum	AMVAC	DIB-30	Organo	Organophosphate	Insecticides	Dibrom Concentrate (30 gl drum)	7,014.30	1	7,014.30

Ann Puckett

From: Nancy Silver
Sent: Thursday, April 30, 2020 5:17 PM
To: Ann Puckett
Subject: ADAPCO

Ann,
Did you ever find out if ADAPCO was under another cooperative agreement? If not, we will need to get started on bidding this. Please let me know so that I can email the department about this.
Thanks,
~Nancy

From: Hawkins, Scott [mailto:shawkins@mmo.sc.gov]
Sent: Thursday, April 30, 2020 5:03 PM
To: Nancy Silver <nsilver@gtcounty.org>
Subject: RE: [External] RE: newsletter-question

Hi, Nancy. The word is COVID has put some items on the back burner and this would be one of them. The PMs do not have a timeline for it yet, but it appears that it will return. In the meantime they say you should continue sourcing it yourself.

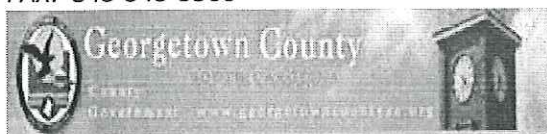
Hope this helps.

Have a good evening.
--Scott

From: Nancy Silver <nsilver@gtcounty.org>
Sent: Thursday, April 30, 2020 4:15 PM
To: Hawkins, Scott <shawkins@mmo.sc.gov>
Subject: [External] RE: newsletter-question
Importance: High

Hi Scott,
Can you please provide me with an update regarding a new state contract for mosquito control chemicals? Last I heard, which was a few months back now, it was supposed to be rebid but I haven't seen anything on the newsletters about it. Can you please advise?
Thank you,

Nancy Silver
Purchasing Officer
Georgetown County Purchasing Dept.
PH: 843-545-3076
FAX: 843-545-3500



From: Hawkins, Scott [<mailto:shawkins@mmo.sc.gov>]

Sent: Thursday, April 30, 2020 2:50 PM

Subject: newsletter

Attached is a bundle of information we like to call *DisPatcheS*, the monthly newsletter of the Division of Procurement Services.

We hope our April edition finds you in good health and in good spirits, no matter where you happen to be camped out.

Stay in touch with us at dps@sfaa.sc.gov and please forward this email along to any colleagues who may find it of interest.

Stay well!



Scott A. Hawkins | Editor, South Carolina Business Opportunities (SCBO), *DisPatcheS*
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-0686 | shawkins@mmo.sc.gov

Ann Puckett

From: VanVoorhis, Nicole <VanVoori@HorryCounty.org>
Sent: Friday, May 01, 2020 12:28 PM
To: Ann Puckett
Subject: RE: Mosquito Chemicals

Horry County has no issue with you piggybacking, if your applicable code/rules allow it and the vendor is agreeable to doing so. If you can provide me confirmation that your applicable code/rules allow for piggybacking, and documentation that the Adapco representative is agreeing I will be happy to email you relevant documentation that you may need.

I am available at 843-915-8400 if you have any questions.

The use of this contract by other units of government will be optional. Sales to government entities by the Vendor will be optional and will not be considered when determining contract award(s) for this IFB. Any subsequent contracts or orders issued shall be made under the same terms and conditions and shall be for those items identified in the original IFB.

Horry County shall not be responsible for any problems that may arise between any other government entities and the contractor as a result of any sales. Any resulting contract is solely between the supplier and third party government entity. Invoices for items purchased under this agreement, shall be directed to, and is the responsibility of, the government entity making the purchase.

Thank you,

Nicole

Nicole VanVoorhis, CPPB | Procurement Specialist III

Horry County Government

Office of Procurement

3230 HWY 319 E, Conway, South Carolina 29526

Tel 843-915-5380 | Fax 843-365-9861 | vanvoori@horrycounty.org

www.horrycounty.org

From: Ann Puckett <apuckett@gtcounty.org>
Sent: Friday, May 1, 2020 11:01 AM
To: VanVoorhis, Nicole <VanVoori@HorryCounty.org>
Subject: Mosquito Chemicals

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nicole, I am with Georgetown County Purchasing and was talking with Trey English of Adapco about Mosquito Chemicals. He said Horry County had bid this out and were allowing others counties to piggyback on this contract.

Please let Georgetown County piggyback on your Mosquito Control Chemical Contract!!!!

Ann Puckett

Purchasing Assistant
Georgetown County
843-545-3083

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.

Ann Puckett

From: Nancy Silver
Sent: Friday, May 01, 2020 11:18 AM
To: Ann Puckett
Subject: FW: ADAPCO

Based on the bid it appears they will allow it but can you please verify with Horry County anyways and obtain a copy of the Contract showing terms & pricing from either Horry or Adapco?

Thanks,
~Nancy

From: Nancy Silver
Sent: Friday, May 1, 2020 10:54 AM
To: Ann Puckett <apuckett@gtcounty.org>
Subject: RE: ADAPCO

Please verify with Horry County that they will allow piggybacking. Kyle always said they didn't allow piggybacking on their contracts so we will need an email from Horry County showing that they will allow this.

~Nancy

From: Ann Puckett
Sent: Friday, May 1, 2020 10:16 AM
To: Nancy Silver <nsilver@gtcounty.org>
Subject: RE: ADAPCO

Since the State didn't get the bid done, Horry County bid the chemicals and will allow piggyback on their contract. The prices are the same as what was on State Contract.

I will be getting the paperwork from Adapco in a little while and will forward.

We will also need to look into going ahead & ordering since shipping is taking so long at this time.

Ann Puckett
Purchasing Assistant
Georgetown County
843-545-3083

From: Nancy Silver
Sent: Thursday, April 30, 2020 5:17 PM
To: Ann Puckett <apuckett@gtcounty.org>
Subject: ADAPCO

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Hope this helps.

Have a good evening.
--Scott

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Subject: [External] RE: newsletter-question
Importance: High

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Can you please provide me with an update regarding a new state contract for mosquito control chemicals? Last I heard, which was a few months back now, it was supposed to be rebid but I haven't seen anything on the newsletters about it. Can you please advise?
Thank you,

Nancy Silver
Purchasing Officer
Georgetown County Purchasing Dept.
PH: 843-545-3076
FAX: 843-545-3500



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Sent: Thursday, April 30, 2020 2:50 PM
Subject: newsletter

Attached is a bundle of information we like to call *DisPatcheS*, the monthly newsletter of the Division of Procurement Services.

We hope our April edition finds you in good health and in good spirits, no matter where you happen to be camped out.

Stay in touch with us at dps@sfaa.sc.gov and please forward this email along to any colleagues who may find it of interest.

Stay well!



Scott A. Hawkins | Editor, South Carolina Business Opportunities (SCBO), *DisPatcheS*
Division of Procurement Services | SC State Fiscal Accountability Authority
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 737-0686 | shawkins@mmo.sc.gov

Ann Puckett

From: Trey English <TEnglish@myadapco.com>
Sent: Friday, May 01, 2020 11:24 AM
To: Ann Puckett
Cc: Kim Coffey
Subject: Re: HORRY annual contract info

Trumpet \$6554.10/(30 gal drum)

Pursuit 4-4 (275 gal tote) 5,280.00

PCT 3-15 (275 gal tote). \$10,270

Permanone is no longer available. Similar product will be the PCT 3-15 tote

[Get Outlook for iOS](#)

From: Ann Puckett <apuckett@gtcounty.org>
Sent: Friday, May 1, 2020 10:53:47 AM
To: Trey English <TEnglish@myadapco.com>
Cc: Kim Coffey <K Coffey@myadapco.com>
Subject: RE: HORRY annual contract info

Thanks. Do you have a price list at least for Trumpet EC 30 GL Dr and Permanone RTU 4-8 275 GAL? Those seem to be what we buy most.

Ann Puckett

Purchasing Assistant
Georgetown County
843-545-3083

From: Trey English [mailto:TEnglish@myadapco.com]
Sent: Friday, May 01, 2020 10:37 AM
To: Ann Puckett <apuckett@gtcounty.org>
Subject: HORRY annual contract info

[Get Outlook for iOS](#)



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement #20-033 & 20-043

Procurement for: Mosquito Control Chemicals

Department: Public Services/Mosquito Control

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$105,000.00 FY 20

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

☒-Cash Purchase

☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
502.309 50323	105,000.00

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

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

Grant Approval Attached: ☐-YES ☒-NO

[Signature]
Department Director/Elected Official

5/12/2020
Date

Ann Puckett
Purchasing

5/12/2020
Date

[Signature]
Finance Director

5/19/20
Date

[Signature]
County Administrator

5/19/2020
Date




Georgetown County
Department of Public Services
Innovative Leadership & Teamwork!



Memorandum

To: Nancy Silver, Purchasing Officer

From: Michelle LaRocco, Acting Director of Public Services 

Date: July 6, 2020

RE: Recommendation for purchase of Adapco Aerial Chemicals to support aerial spray application in Georgetown County; #20-043

The Georgetown County Department of Public Services Mosquito Control Division had to execute an aerial spray application in several Georgetown County communities due to the aftermath of Tropical Storm Bertha. An order was placed for chemicals to Adapco to treat the area calculated by the Mosquito Control Division staff to conduct an aerial application in coordination with the pilots and beekeeper notification.

Unfortunately, the delivery of the specified amount of chemicals was delayed and would not arrive in time for the scheduled Georgetown County Aerial Spray Effort. However, Horry County had the aerial spray chemicals on site and was able to provide their stock to Georgetown County in order to keep the Georgetown County aerial spray operation as planned. Twelve drums of the chemical Trumpet were ordered to treat approximately 64,130 acres of Georgetown County.

Based on the aforementioned, I recommend Georgetown County Mosquito Control purchase the 12 drums of Trumpet from Adapco in support of the County's Mosquito Control Aerial Spray Operations at a cost of \$6,554.10 per drum for a total of \$78,649.20.

Administration

108 Screven Street • PO Drawer 421270 • Georgetown, SC 29440
Phone: 843-545-3325 • Fax: 843-545-3648 • email: rcfunnye@gtcounty.org

Item Number: 6.e
Meeting Date: 7/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #20-045, Credit/Debit Card Processing for Probate Court

CURRENT STATUS:

Probate Court currently does not have any means of accepting credit card/debit card processing.

POINTS TO CONSIDER:

- 1) Probate Court needs the capability to accept Credit Card/Debit Card transactions. This electronic payment option will provide for more convenience to the customer and the option of safer no contact transactions during the COVID-19 outbreak. Probate Court utilizes a unique software system for all of its operations. This system is ICON.
- 2) Probate Judge Leigh Boan has submitted a sole source justification form for a credit/debit card processing system for Probate Court. After discussions with Ms. Boan, the Finance Director and MIS/VC3 staff, all parties recommend this sole source solution as it integrates with the current probate software.
- 3) ICON will provide the implementation, hosting and maintenance of their payment software at no cost to Georgetown County. The cost of these services will be borne by the citizens paying by credit/debit card at a rate of 4% for AMEX cards and 3% for all other cards. Swipe card machines would be provided free of charge.

FINANCIAL IMPACT:

ICON charges a customer fee of 4% for AMEX cards and 3% for all other card usage. This charge would be paid by the individual citizens, not the County. ICON provides card swipe machines for free.

OPTIONS:

- 1) Award an Agreement to ICON; or
- 2) Decline the award.

STAFF RECOMMENDATIONS:

The Georgetown County Probate Court Judge recommends award of a contract for these services with ICON. ICON is a sole source provider due to the necessary integration with Probate's current system. ICON provides card swipe machines for free and there would be no cost to the County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

▣	Recommendation from Judge Leigh Boan	Cover Memo
▣	ICON Customer/Agency Merchant ACH Agreement	Cover Memo
▣	Approved Sole Source Justification Form	Cover Memo

Department: Probate

Current Status: Probate Court does not have any means of accepting credit card/debit card processing.

Probate Court needs the capability to accept Credit Card/Debit Card transactions. Probate Court utilizes a unique software system for all of its operations. This system is ICON. ICON has sent free of charge card swiping machines that are compatible with the current software. Please note the current software is not compatible to offer on-line payments (Probate is currently working towards software capability to offer on-line payments). The current software will support a customer swiping their card in person or providing the card information over the phone. The ICON system is PCI compliant and the processing is verified quarterly by Security Metrics to make sure the processes remain compliant. There is a fee that will be associated with the transaction that will be shifted to the customer. Payment via cash or check will continue to be accepted without added fees. This electronic payment option will provide for more convenience to the customer and the option of safer no contact transactions during the COVID-19 outbreak.

A fee of 4% for credit card usage will be paid by the Customer and thus no impact on the County budget.

- 1) Award an agreement
- 2) Decline the award

The Georgetown County Probate Judge recommends the award of this contact for these services.

John Doe



3453 Lawrenceville-Suwanee Rd., Suite A, Suwanee, Georgia 30024

Customer/Agency Merchant ACH Agreement

ICON – 3453 Lawrenceville-Suwanee Rd - Suite A – Suwanee, GA 30024

Phone: 800-428-4855 Fax: 800-428-9037

www.iconsoftware.net

Agency Name	
FEIN	
Address 1	
Address 2	
City, State Zip	

PAYMENT NOTIFICATION

Contact name 1	
Email address 1	
Phone # 1	
Contact name 2	
Email address 2	
Phone # 2	

ACCESS TO REMITTANCE INFORMATION

Customer will be provided access to online reporting.

ACCOUNT INFORMATION

Bank Name		Checking / Savings
Routing Number		Add / Change / Cancel
Account Number		

I (Agency) hereby authorize ICON to initiate credit entries to our depository financial institution named above, hereinafter called Depository, and to credit the same to such account. I (Agency) further authorize Icon Software Corp to initiate debit entries as adjustments for credit entries made in error. Also, I (Agency) acknowledge that the origination of ACH transactions to our account must comply with the provisions of U.S. law and the rules as set forth by the national Automated Clearing House Association (NACHA). This authorization is to remain in full force and effect until ICON has received a notice of termination from the Agency in such time and manner to afford ICON a reasonable opportunity to act on it.

The base merchant processing fee is 3% for all credit and debit transactions excluding American Express. American Express base merchant processing fee is 4%. The merchant processing fee is added to each counter transaction and is paid by the credit card holder in addition to the court fees due to the Agency at the time of payment. Online payments can also be accepted by the Agency. (ICON CMS360 Case Management is required for online payments).

Signature	Date
Print Name	Title



Georgetown County, SC

JUSTIFICATION FOR SOLE SOURCE

Georgetown County proposes to procure a payment processing solution that enables citizens to use credit cards for payment of fees. The software currently used by Probate Court offers an integrated payment system which given the unique software utilized by Probate would serve as a sole source from ICON.

based upon the following justification as outlined in Ordinance 2008-09:

- ☒ There is a lack of competition for a product or service
- ☒ It is a unique, one-of-a-kind service offer.
- ☒ The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
- ☐ Where the items are needed for trial use or testing.

Specify: Probate Court operates with the sole use of ICON. This software system does not currently provide for on-line payments but they offer free of charge card swipe machines or optional manual input of credit card information that is PCI compliant. ICON is the only related company that can service and streamline the electronic payment process with our current software.

Budgeted Funds: ☐-YES ☒-NO Amount: No cost to the county. The customer is charged a fee of 4% for electronic payment usage.

G/L Account Number: _____ Department: Probate Court

Submitted by: *Leah P. Bean* Date: 6/24/2020

Department Director: *[Signature]* Date: 6/24/2020

Purchasing Approval: *Nancy Silver* Date: 7/8/2020

County Administrator Approval: *Angela Chutkan* Date: 7/9/2020

- Notes: (1) Enter brief description of goods or services to be procured
(2) Enter name, address and phone number of vendor or contractor
(3) Enter the basis of the sole source

***Attach a sole source letter from the vendor and any additional supporting documentation.

June 22, 2020

Department: Probate

Issue Under Construction: Procurement of credit card/debit card processing for Probate Court

Current Status: Probate Court does not have any means of accepting credit card/debit card processing.

Points to Consider:

Probate Court needs the capability to accept Credit Card/Debit Card transactions. Probate Court utilizes a unique software system for all of its operations. This system is ICON. ICON has sent free of charge card swiping machines that are compatible with the current software. Please note the current software is not compatible to offer on-line payments (Probate is currently working towards software capability to offer on-line payments). The current software will support a customer swiping their card in person or providing the card information over the phone. The ICON system is PCI compliant and the processing is verified quarterly by Security Metrics to make sure the processes remain compliant. There is a fee that will be associated with the transaction that will be shifted to the customer. Payment via cash or check will continue to be accepted without added fees. This electronic payment option will provide for more convenience to the customer and the option of safer no contact transactions during the COVID-19 outbreak.

Financial Impact:

A fee of 4% for credit card usage will be paid by the Customer and thus no impact on the County budget.

Options:

- 1) Award an agreement
- 2) Decline the award

Recommendations:

The Georgetown County Probate Judge recommends the award of this contact for these services.

A handwritten signature in blue ink, appearing to be 'Z. H. P. O. B.', is located in the bottom right corner of the page.

Item Number: 6.f
Meeting Date: 7/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #20-047, Motorola ASTRO Maintenance and Service Agreement for 911 Consoles & Equipment - FY21 Renewal

CURRENT STATUS:

The original maintenance agreement was previously approved by County Council. The attached agreement is for renewal of this agreement for the next fiscal year, FY21.

POINTS TO CONSIDER:

- 1) Motorola Solutions is the Original Equipment Manufacturer (OEM) provider for continued maintenance and support for County owned equipment. Specifically this includes the Astra System ESS+ AR, Astra Network Monitoring, SP-Local Infrastructure Repair, System Upgrade Agreement-Site, and Local Device Support.
- 2) Motorola updated various "in-service" components and quantities.
- 3) The final version of the FY21 maintenance proposal is attached and has been reviewed and is recommended by the using department. The resulting maintenance cost is \$70,749.25.

FINANCIAL IMPACT:

The Maintenance & Service agreement will be fully funded using currently budgeted funds in GL Account Number 075.901.50414.

OPTIONS:

- 1) Authorize and execute the Motorola Solutions Maintenance and Service Agreement to continue uninterrupted coverage at a cost of \$70,749.25.
- 2) Decline to execute the agreement.

STAFF RECOMMENDATIONS:

The Sheriffs Office recommends renewal of the existing 911 equipment maintenance agreement. This agreement will ensure coverage on the existing products and services through June 30, 2021 at the cost of \$70,749.25 The original purchase was secured in 2015 under purchase order number 2016-00000162 for the purchase of the equipment. Funding for this maintenance agreement is secured in line item 075.901.50414.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ 20-047 Motorola Purchase Order & Agreement	Cover Memo

**Bill To**

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

Ship To

GEORGETOWN COUNTY SHERIFF
430 NORTH FRASER STREET
GEORGETOWN, SC 29440-3260

Purchase Order

No. 2021-00000042

07/17/20

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

Vendor 100370 MOTOROLA SOLUTIONS, INC.

Contact

MOTOROLA SOLUTIONS, INC
ATTN: Chris Nugent
POST OFFICE BOX 865
MYRTLE BEACH, SC 29578

Deliver by**Ship Via**

INST

Freight Terms

F.O.B: DESTINATION

Originator

Sabrina Player

Resolution Number

USC000020990 Service

Invoice Terms

N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
20816.6000	\$/US	SVC04SVC0169A		\$1.0000	\$20,816.60
Item Description SYSTEM UPGRADE AGREEMENT II					
G/L Account		Project		Amount	Percent
075.901-50414 (Equipment Maint Contracts)					100.00%
1783.3600	EA	#SVC02SVC0433A		\$1.0000	\$1,783.36
Item Description ASTRO SUA II FIELD IMPLEMENTATION SVC					
G/L Account		Project		Amount	Percent
075.901-50414 (Equipment Maint Contracts)					100.00%
41361.7800	EA	#LSV01S01109A		\$1.0000	\$41,361.78
Item Description ASTRO SYSTEM ADVANCED PLUS PACKAGE					
G/L Account		Project		Amount	Percent
075.901-50414 (Equipment Maint Contracts)					100.00%
6787.5100	EA	#SVC02SVC0030C		\$1.0000	\$6,787.51
Item Description LOCAL REPAIR WITH ONSITE RESPONSE					
G/L Account		Project		Amount	Percent
075.901-50414 (Equipment Maint Contracts)					100.00%

Special Instructions

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

**Bill To**

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

Ship To

GEORGETOWN COUNTY SHERIFF
430 NORTH FRASER STREET
GEORGETOWN, SC 29440-3260

Purchase Order

No. 2021-00000042

07/17/20

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

Vendor 100370 MOTOROLA SOLUTIONS, INC.

Contact

MOTOROLA SOLUTIONS, INC
ATTN: Chris Nugent
POST OFFICE BOX 865
MYRTLE BEACH, SC 29578

Deliver by**Ship Via**

INST

Freight Terms

F.O.B: DESTINATION

Originator

Sabrina Player

Resolution Number

USC000020990 Service

Invoice Terms

Ñ30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
----------	-----	-------------	-------------	-----------	------------

Level	Level Description	Date	Approval User
1	Dept Entry	7/14/2020	Sabrina Player
2	Dept Head/Director	7/14/2020	Carter Weaver
3	Purchasing	7/16/2020	Ann Puckett

Total Due \$70,749.25

SIGNATURE

SIGNATURE

Special Instructions

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



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1214314
Contract Number: USC000020990
Contract Modifier: R02-MAR-20 20:24:04

Date: 03/03/2020

Company Name: GEORGETOWN COUNTY

Attn:

Billing Address: PO BOX 421270

City, State, Zip: GEORGETOWN , SC, 29442

Customer Contact: Sabrina Player

Phone: (843) 436-6035

Required P.O. :

Customer # : 1000745010

Bill to Tag # :

Contract Start Date : 01-Jul-2020

Contract End Date : 30-Jun-2021

Anniversary Day : Jun 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$20,816.60
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$1,783.36
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	\$41,361.78
	SVC02SVC0030C	LOCAL REPAIR WITH ONSITE RESPONSE	\$6,787.51
		Subtotal - Recurring Services	\$5,895.77
		Subtotal - One-Time Event Services	\$0.00
		Total	\$5,895.77
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

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

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1214314
Contract Number: USC000020990
Contract Modifier: R02-MAR-20 20:24:04

<i>Alicia Culley</i>	<i>CSM</i>	7.8.2020
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Alicia Culley	803-260-7177	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : GEORGETOWN COUNTY
Contract Number : USC000020990
Contract Modifier : R02-MAR-20 20:24:04
Contract Start Date : 01-Jul-2020
Contract End Date : 30-Jun-2021



SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-1214314
Contract Number: USC000020990
Contract Modifier: R02-MAR-20 20:24:04

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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



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Quote Number : QUOTE-1214314
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Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

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Quote Number : QUOTE-1214314
Contract Number: USC000020990
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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



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

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

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

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

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

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

Revised June 16, 2018

Item Number: 6.g
Meeting Date: 7/28/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Approval and execution of Waccamaw Watershed Academy Volunteer Water Quality Monitoring Program.

CURRENT STATUS:

The current CCU Volunteer Water Quality Monitoring Contract ends June 30th, 2020. This is a monitoring program that is renewed annually, since 2008, to assist with the MS4 Permit requirements.

POINTS TO CONSIDER:

The Waccamaw Watershed Academy conducts a volunteer monitoring program on behalf of Georgetown County. In 2020-2021, seven sites will be monitored within Georgetown County: three on the Waccamaw River and four in Murrells Inlet. The seven sites will be monitored bimonthly by the volunteers for:

- 1) Dissolved Oxygen
- 2) Temperature
- 3) Conductivity
- 4) pH
- 5) Turbidity
- 6) Nitrate & Nitrite
- 7) Ammonia
- 8) E. Coli and total coliform bacteria

In keeping with Coastal Carolina University's (CCU's) mission, preference will be given to conducting the scientific work with students supported by graduate student assistantships. Funds from this contract may be used to support assistantships at the standard hourly rate for a CCU-funded, masters-level assistantship.

FINANCIAL IMPACT:

Cost per site is \$7,504.00 for a total of \$52,528.00. Prices have not increased since 2008 for this service.

OPTIONS:

1. Approve the Volunteer Water Quality Monitoring Program Contract for the 2020-2021 year, or
2. Decline to approve the Volunteer Water Quality Monitoring Program Contract for the 2020-2021 year.

STAFF RECOMMENDATIONS:

Staff recommends option 1.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▫ Waccamaw Watershed Academy Volunteer Water Quality Monitoring Program Scope of Work	Backup Material

SOW-WWA-GC-VM-0720

**Scope of Work
Between
Georgetown County
and
Coastal Carolina University**

SCOPE OF WORK AGREEMENT NO: SOW-WWA-GC-VM-0720

COOPERATIVE AGREEMENT NO: CA-GC-0717

EFFECTIVE DATES: July 1, 2020 – June 30, 2021

-

Project Title: Waccamaw Watershed Academy
Volunteer Water Quality Monitoring Program

Principal Investigator: Dr. Susan Libes
Burroughs and Chapin Center for Marine and Wetland Studies
Coastal Carolina University
PO Box 261954
Conway, SC 29528
843-349-4028
susan@coastal.edu

Georgetown County: Tracy Jones, Stormwater Division Manager
Georgetown County Government Offices
120 Broad Street
Georgetown, SC 29440

A. Scope of Work:

This scope of work is for the Waccamaw Watershed Academy to conduct a volunteer monitoring program on behalf of Georgetown County. In 2020-2021, seven sites will be monitored in Georgetown County: three on the Waccamaw River and four in Murrells Inlet. These seven sites will be monitored bi-weekly by the volunteers for: 1) Dissolved Oxygen, 2) Temperature, 3) Conductivity, 4) pH, 5) Turbidity, 6) Nitrate+ Nitrite, 7) Ammonia and 8) *E. coli* and Total coliform bacteria. The field leader responsible for coordinating the volunteers who will be sampling at the river sites will be the Waccamaw Riverkeeper. The field leader responsible for coordinating the volunteers who will be sampling at the Murrells Inlet sites will be a representative provided by MI 2020. In keeping with Coastal Carolina University's (CCU) mission, preference will be given to conducting the scientific work with students supported by graduate student assistantships. Funds from this contract may be used to support assistantships at the standard hourly rate for a CCU-funded masters-level assistantship. Validated data will be presented online at a public website within two weeks of data receipt. Other deliverables include: 1) printing of program "business cards",

SOW-WWA-GC-VM-0720

2) enhancements to the program's website (<http://www.coastal.edu/wwa/vm/>), and 3) an annual report in a format that can be submitted to SC DHEC for NPDES Phase II Stormwater Program reporting.

B. Schedule

The Scope of Work Agreement is for a one year period beginning July 1, 2020 and ending June 30, 2021.

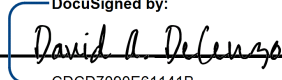
C. Budget

As outlined above, there will be seven sites monitored bi-weekly. The cost per site is \$7,504 for a total of \$52,528.

D. Billing

Georgetown County will be invoiced \$52,528 upon signing of this contract. Additional related samples and analysis may be requested at additional cost to Georgetown County.

FOR COASTAL CAROLINA UNIVERSITY

Signature:  **Date:** May 2, 2020
DocuSigned by: CDCD7090E61141B...
Name: Dr. David A. DeCenzo
Title: President

FOR GEORGETOWN COUNTY

Signature: _____ **Date:** _____
Name: _____
Title: _____

Item Number: 8.a
Meeting Date: 7/28/2020
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Disabilities & Special Needs Board

CURRENT STATUS:

Pending reappointment of current board member.

POINTS TO CONSIDER:

Ms. Willie B. Thomas currently serves on the Georgetown County Board of Disabilities and Special Needs representing Council District 4. Her current term has ended, and Council member Lillie Jean Johnson desires to nominate Ms. Thomas for reappointment to this Board.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Ratify nomination of Ms. Willie B. Thomas to continue service on the Georgetown County Board of Disabilities and Special Needs.
2. Do not ratify this nomination.

STAFF RECOMMENDATIONS:

Ratify nomination of Ms. Willie B. Thomas to the Georgetown County Board of Disabilities and Special Needs, representing Council District 4.

Item Number: 11.a

Meeting Date: 7/28/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-27 - To rezone 5.6 acres located on the south side of Tupelo Road in Murrells Inlet, 207.9 feet east of Berkeley Court, identified as TMS #41-0404-011-08-00, from Forest and Agriculture (FA) and One Half Acre Residential (R ½) to Forest and Agriculture (FA).

CURRENT STATUS:

A request from Paula and Don Thomas to rezone 5.6 acres located on the south side of Tupelo Road, 207.9 feet east of Berkeley Court in Murrells Inlet from Forest and Agriculture (FA) and One Half Acre Residential (R ½) to Forest and Agriculture (FA). TMS #41-0404-011-08-00. Case Number REZ 2-20-24654.

The parcel is currently split zoned Forest and Agriculture (FA) and One-Half Acre Residential (R ½) and is vacant.

POINTS TO CONSIDER:

1. The front portion of this parcel was rezoned in April 2014 from Forest and Agriculture (FA) to One-Half Acre Residential (R ½) with the purpose of future development. Two half-acre lots have been subdivided off of the front of the parcel leaving 52' of frontage on Tupelo for the remaining 5.6 acres that was eventually sold to Paula and Don Thomas.
2. The tract is surrounded by single family uses and vacant parcels. FA zoning is located to the south and east of the tract. R1/2 AC zoning is located north and west of the tract along Berkeley Court. The western most end of the parcel contains some wetlands according to the County's GIS map and has been cleared of pine trees.
- 3 . It is the owner's intent to rezone the property back to its original zoning of Forest and Agriculture. This will eliminate the split zoning on this tract.
- 4 .The Georgetown County FLU map designates this property and all adjacent property fronting both Tupelo Road and Berkeley Court as low density residential. The FLU map will not need to be amended to facilitate this request.
5. Staff recommended rezoning the 5.6 acres as shown on the attached plat from Forest and Agriculture (FA) and One-half Acre Residential (R1/2 AC) to Forest and Agriculture (FA)
6. The Planning Commission held a public hearing on this issue at their virtual meeting on May 21st. No one but the applicant spoke.
7. The Commission voted unanimously to recommend approval for the proposed rezoning.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 20-27 Thomas Rezoning	Ordinance
<input type="checkbox"/> thomas location map	Exhibit
<input type="checkbox"/> thomas zoning map	Exhibit
<input type="checkbox"/> thomas FLU map	Exhibit
<input type="checkbox"/> thomas attachments	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-27

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING APPROXIMATELY 5.6 ACRES LOCATED ON THE SOUTH SIDE OF TUPELO ROAD IN MURRELLS INLET FROM FOREST AND AGRICULTURE (FA) AND ONE HALF ACRE RESIDENTIAL (R1/2 AC) TO FOREST AND AGRICULTURE (FA)

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 TAX PARCEL 41-0404-011-08-00 LOCATED ON THE SOUTH SIDE OF TUPELO ROAD IN MURRELLS INLET FROM FOREST AND AGRICULTURE (FA) AND ONE HALF ACRE RESIDENTIAL (R1/2 AC) TO FOREST AND AGRICULTURE (FA) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 20-27 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: _____

Paula and Don Thomas
Property Location
REZ 2-20-24654

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

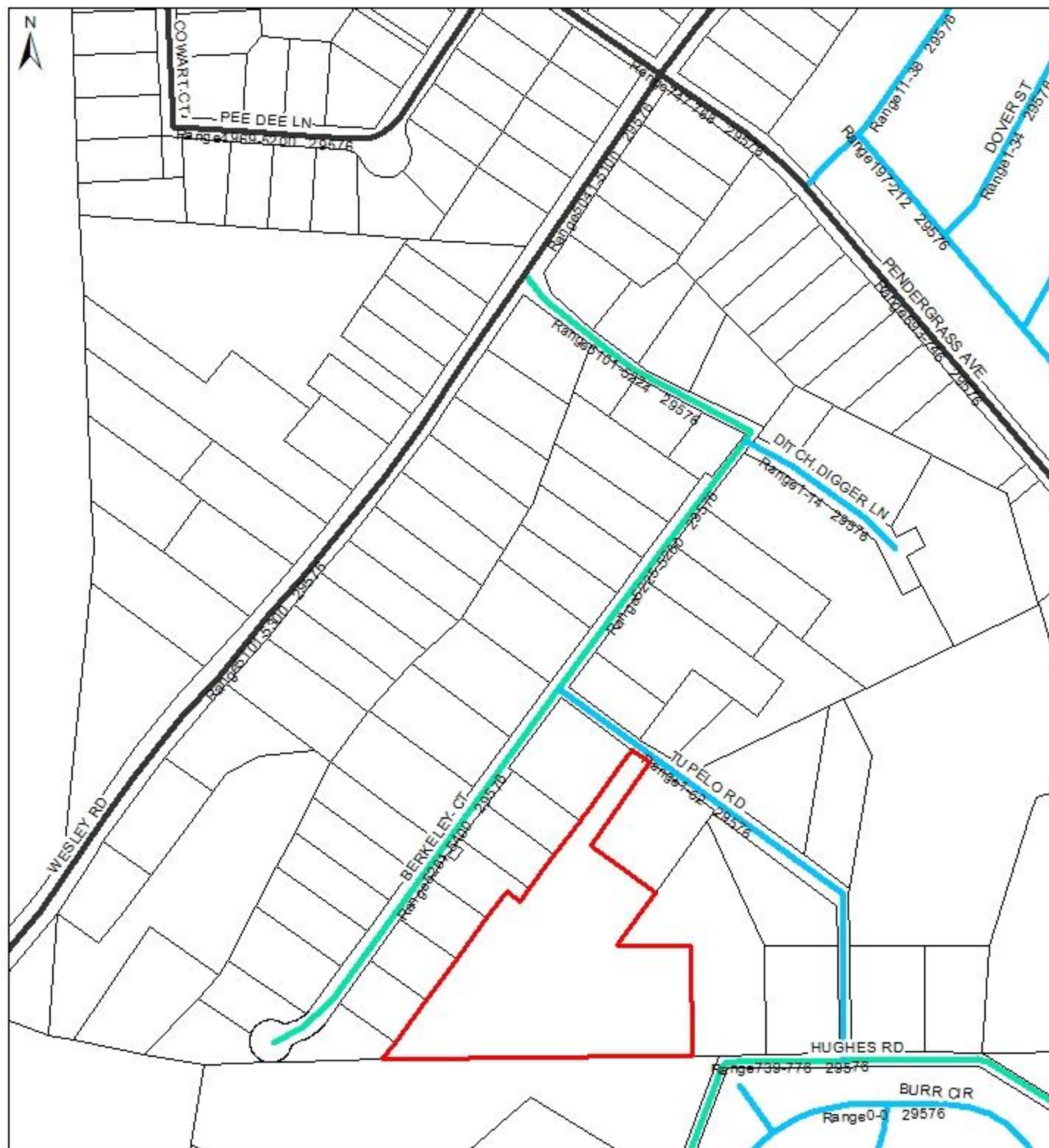
Paula and Don Thomas

Lot Lines

Railroads

Landmarks

Municipalities



0 112.5 225 450 675 900 Feet

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

Paula and Don Thomas
Property Location
REZ 2-20-24654

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

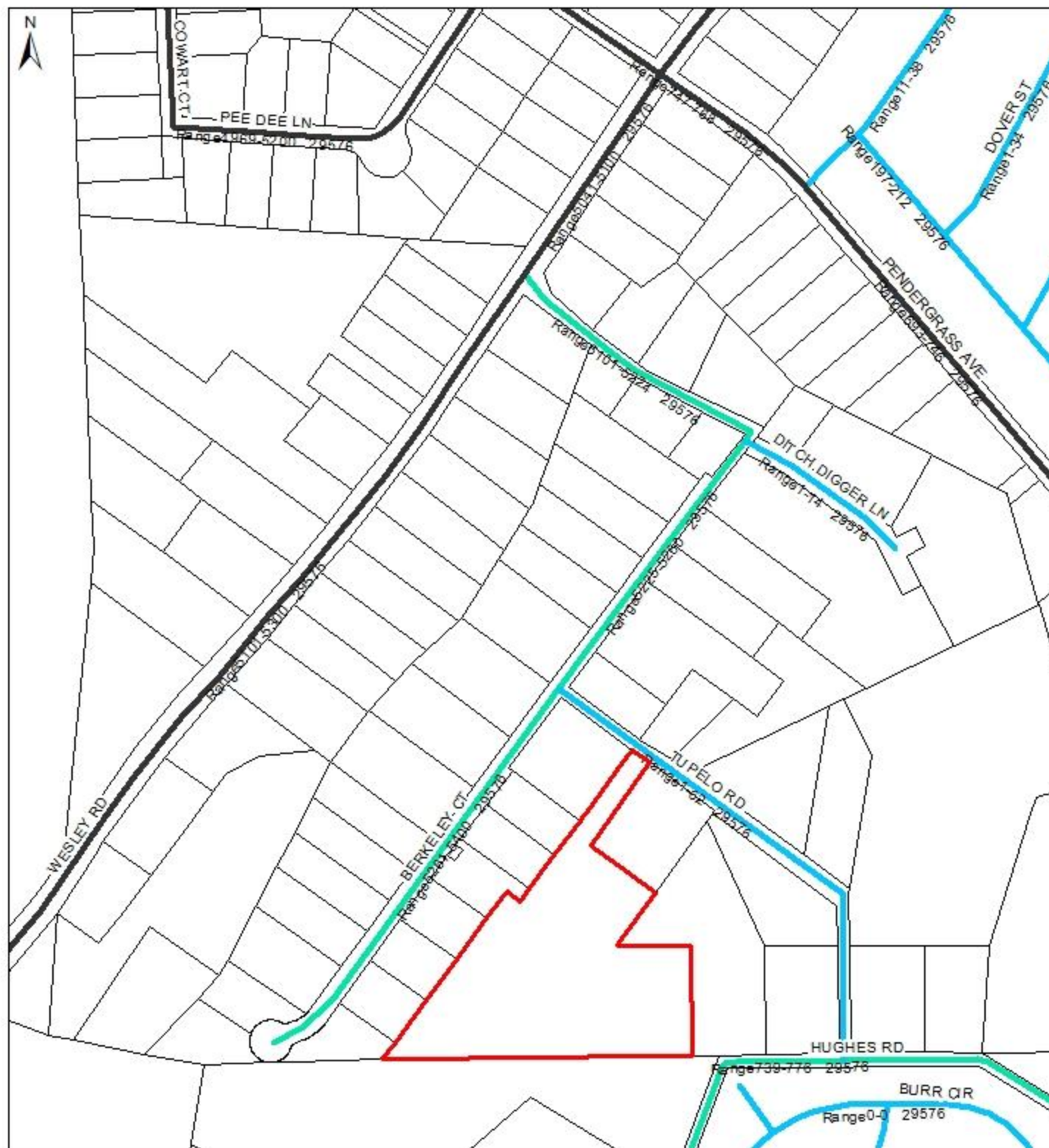
Paula and Don Thomas

Lot Lines

Railroads

Landmarks

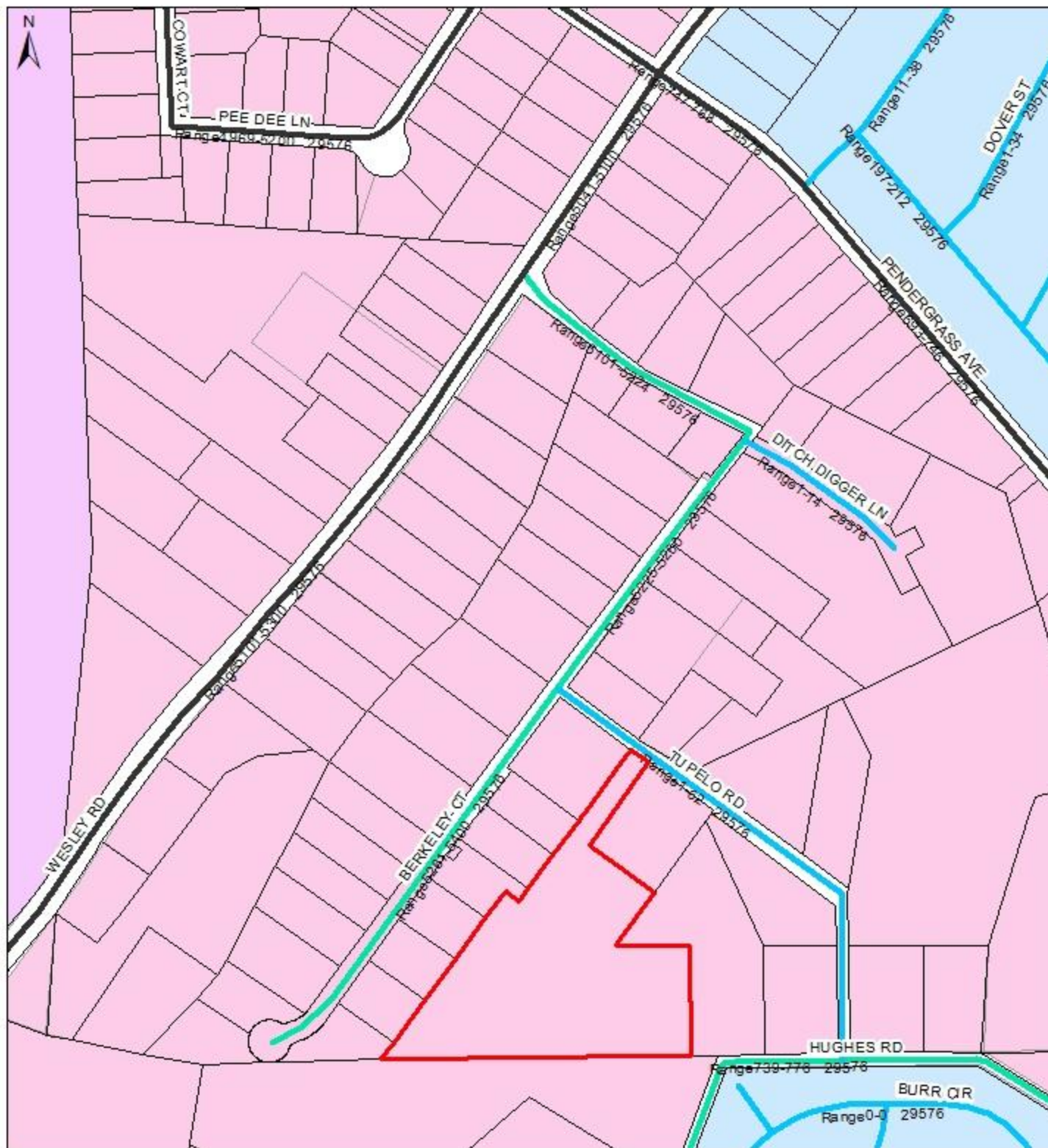
Municipalities



0 112.5 225 450 675 900 Feet

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

Paula and Don Thomas
Property FLU
REZ 2-20-24654



0 112.5 225 450 675 900 Feet

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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: 41-0404-011-08-00

Street Address: TUPELO ROAD

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

Lot Dimensions/ Lot Area: 5.6 ACRES

Plat Book / Page: 3612 / 17

Current Zoning Classification: MIXED : F/A & R 1/2

Proposed Zoning Classification: F/A

Property Owner of Record:

Name: PAULA H. THOMAS & DON S. THOMAS

Address: 5299 BERKELEY CT.

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

Telephone/Fax Numbers: (843) 240-6590 (843) 240-2198

E-mail: CIRCUITRIDER2016@GMAIL.COM

DONINPAW@GMAIL.COM

Signature of Owner / Date:

[Signature] 1/22/2020

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: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-mail: _____

Signature of Agent/ Date: _____

Signature of Property Owner: _____

Contact Information:

Name: SAM A. ABORG

Address: _____

Phone / E-mail: _____

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.

I WOULD LIKE FOR THIS ENTIRE PARCEL TO
HAVE ONLY ONE ZONING DESIGNATION
FOR CONTINUITY. WE ARE ASKING FOR IT TO BE
PUT BACK TO IT'S ORIGINAL ZONING, WHICH WAS
F/A.

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:

N/A

2. Indicate the reasons for the proposed changes:

N/A

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

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

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

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

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

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

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

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



32

NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Paula and Don Thomas to rezone 5.6 acres from Forest Agriculture (FA) and One-Half Acre Residential (R ½) to Forest Agriculture (FA). The property is located on the south side of Tupelo Road approximately 207 feet from its intersection with Berkeley Court in Murrells Inlet. TMS #41-0404-011-08-00. Case # REZ 2-20-24654.

The Planning Commission will be reviewing this request during a virtual meeting on Thursday, May 21, 2020 at 5:30 p.m. The meeting will be streamed live at **Facebook.com/gtcounty.**

Due to health concerns surrounding COVID-19 and requirements for social distancing, the County encourages anyone wanting to make public comments on this request to do so in writing prior to the meeting. Comments may be emailed to **tcoleman@gtcounty.org** or mailed to Georgetown County Planning Department, PO Box 421270, Georgetown, SC 29442.

However, those who prefer to make public comments during the meeting may do so by calling the Planning Department at 843-545-3158 no later than **Wednesday, May 20th at 5:00 PM** and leaving the following information: your full name, a contact number where you can be reached during the actual meeting and the case number you will be referencing. A staff member will call the number provided at the appropriate time during the meeting and you will be given the opportunity to address the Commission for no longer than three minutes during the public hearing.

Item Number: 11.b

Meeting Date: 7/28/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-28 - An amendment to the Future Land Use map for approximately 21.3 acres located at the northeast corner of Highway 521 Bypass and Highway 41, identified as TMS 01-0401-006-00-00, from Low Density Residential to Commercial.

CURRENT STATUS:

The tract is currently designated as low density residential. This area was zoned in 2009 as part of the County-wide implementation of zoning.

POINTS TO CONSIDER:

1. Robert McCants, as agent for Beal Family, LLC, applied to rezone approximately 21.3 acres located at the northwest corner of Highway 521 and Highway 41 from One-half Acre Residential (R1/2 AC) to General Commercial (GC).

2. The Planning Commission recommended approval to rezone the tract to General Commercial at its May 21st meeting. The Commission also voted to recommend an amendment to the Future Land Use map from low density residential to commercial.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 20-28 McCants FLU	Ordinance
<input type="checkbox"/> McCants Beal FLU map	Exhibit
<input type="checkbox"/> McCants Beal FLU resolution	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-28

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP, REGARDING ONE TRACT LOCATED ON THE NORTHEAST CORNER OF HIGHWAY 521 BYPASS AND HIGHWAY 41 FROM LOW DENSITY RESIDENTIAL TO COMMERCIAL.

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of tax map parcel 01-0401-006-00-00 located on the northeast corner of Highway 521 Bypass and Highway 41 from low density residential to commercial, as reflected on the attached map.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

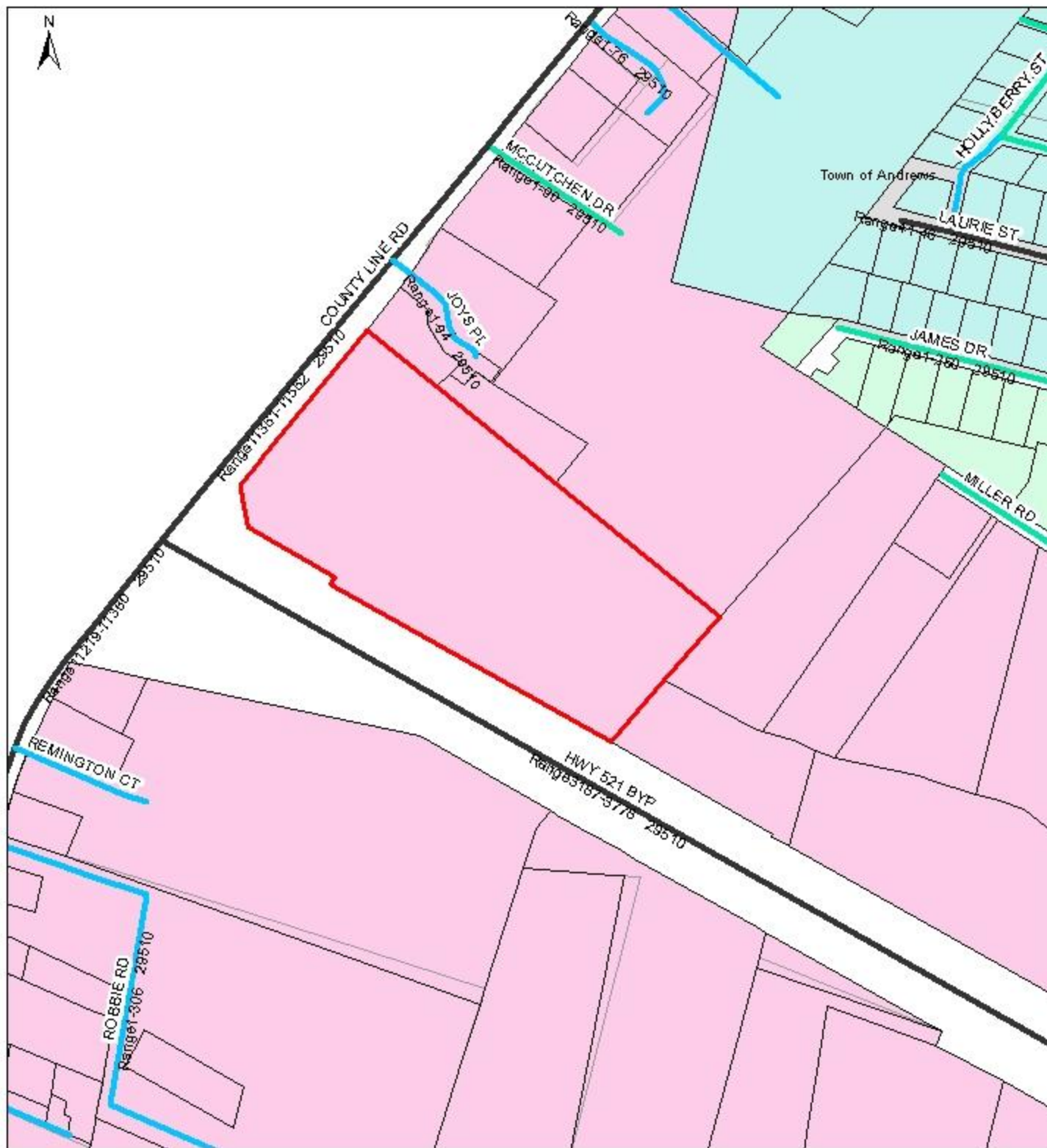
This Ordinance, No. 20-28, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



**Beal Family, LLC
Property FLU
REZ 3-20-25035**

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Beal Family, LLC

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 140 280 560 840 1,120 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, Robert McCants as agent for Beal Family, LLC filed a request to rezone an approximately 21.3 acre tract located on the northeast corner of Highway 521 Bypass and Highway 41 from One-Half Acre Residential (R1/2 AC) 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 as Low Density Residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 01-0401-006-00-00 as commercial.

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 11.c

Meeting Date: 7/28/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-29 - To rezone approximately 21.3 acres located at the northeast corner of Hwy 521 Bypass and Hwy 41, identified as TMS #01-0401-006-00-00, from One Half Acre Residential (R ½) to General Commercial (GC).

CURRENT STATUS:

A request from Robert McCants as agent for Beal Family, LLC to rezone approximately 21.3 acres located at the northeast corner of Hwy 521 Bypass and Hwy 41 from One Half Acre Residential (R ½) to General Commercial (GC). TMS #01-0401-006-00-00. Case # REZ 3-20-25035

The property is currently zoned One-half Acre Residential (R1/2 AC) and is currently vacant and wooded.

POINTS TO CONSIDER:

1. The property is approximately 21.3 acres and is located on the corner of County Line Road and Highway 521 Bypass. According to the applicant, the property was split when the bypass was constructed.
2. The site appears to contain a significant drainage ditch running west to east on the property.
3. Surrounding tracts to the north and east are zoned R1/2 Acre. Property to the south is zoned Forest Agriculture (FA). Property to the west is in Williamsburg County. Surrounding uses are mostly vacant with some adjacent single family and agricultural uses. The closest Georgetown County General Commercial district is located approximately one mile to the east on Highway 521 bypass.
4. The FLU map designates this property and all the surrounding properties as Low Density Residential; therefore a change to the Future Land Use Map would be necessary to facilitate this request.
5. The Planning Commission held a public hearing on this issue at their May 21st virtual meeting. No one but the applicant spoke regarding this request. He stated that a commercial use would benefit the site more based on its location at the corner of two major highways.
6. The Commission voted 5 to 1 to recommend approval for the rezoning request. The Commission also voted unanimously to recommend approval to amend the Future Land Use map from low density residential to commercial.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as requested by PC
2. Deny request.
3. Defer action

3. Deferral action.

4. Remand to PC for further study.

STAFF RECOMMENDATIONS:

Approve as requested by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 20-29 Rezoning McCants Beal	Ordinance
<input type="checkbox"/> mccants beal zoning map	Exhibit
<input type="checkbox"/> mccants beal location map	Exhibit
<input type="checkbox"/> mccants FLU map	Exhibit
<input type="checkbox"/> mccants beal aerial map	Exhibit
<input type="checkbox"/> mccants beal resolution	Exhibit
<input type="checkbox"/> McCants Beal attachments	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-29

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING AN APPROXIMATELY 21.3 ACRE TRACT LOCATED ON THE NORTHEAST CORNER OF HIGHWAY 521 BYPASS AND HIGHWAY 41 FROM ONE-HALF ACRE RESIDENTIAL (R1/2 AC) 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 TAX PARCEL 01-0401-006-00-00 LOCATED ON THE NORTHEAST CORNER OF HIGHWAY 521 BYPASS AND HIGHWAY 41 FROM ONE-HALF ACRE RESIDENTIAL (R1/2 AC) TO GENERAL COMMERCIAL (GC) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 20-29, has been reviewed by me and is hereby approved as to form and legality.

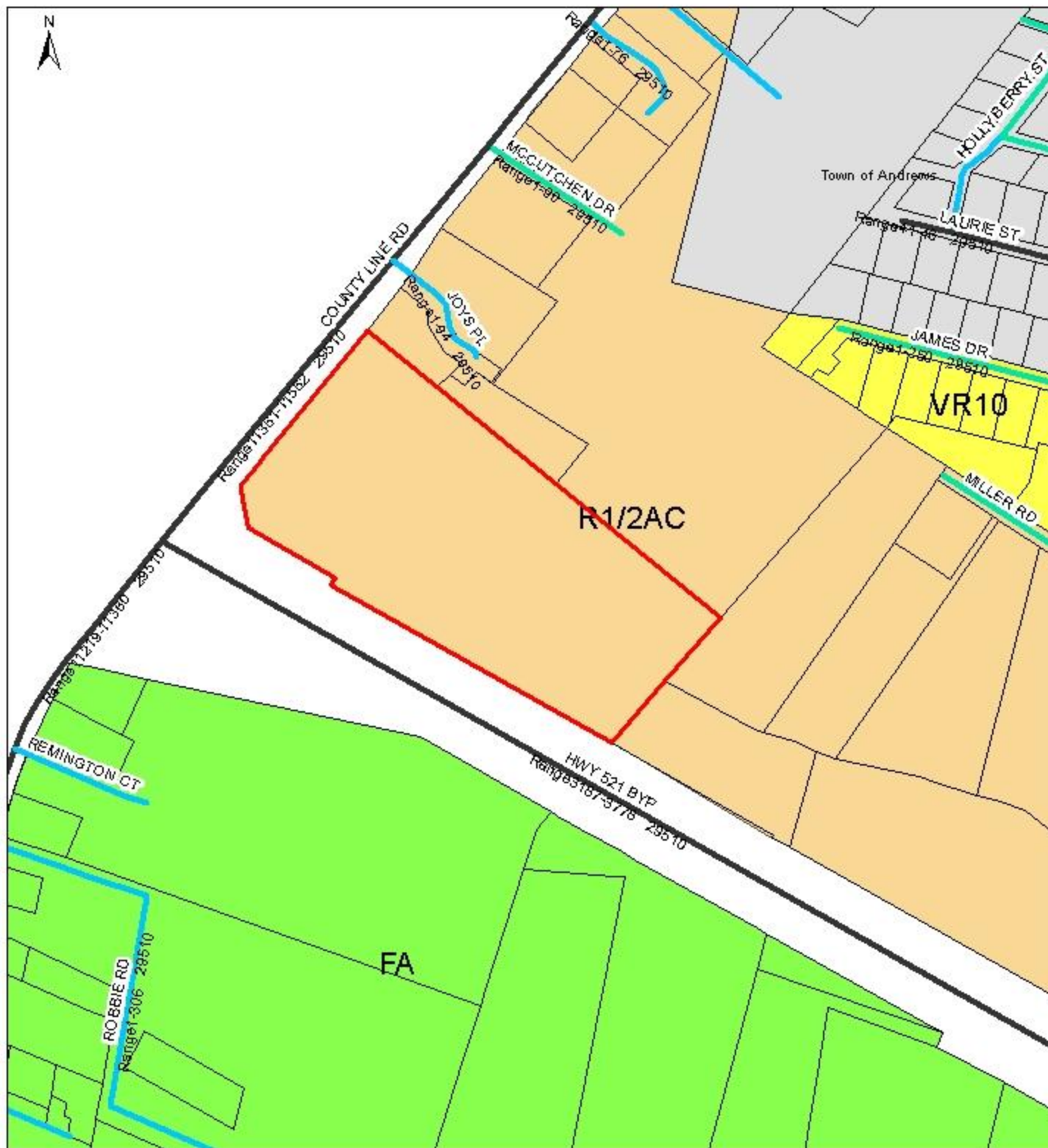
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Beal Family, LLC Property Zoning REZ 3-20-25035



Legend

Streets

all other values

Maintained By:

County

Private

State

Beal Family, LLC

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FAIC

FAIR

GC

GR

GRR

HI

LI

MHP

MR10

NC

OC

OK

PD

RI

R1/2AC

R10

R1AC

R2

R214AC

R3

R4

R5

R6

R7

R8

R9

R10

VR10

Municipalities

0 140 280 560 840 1,120 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.

Beal Family, LLC
Property Location
REZ 3-20-25035

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Beal Family, LLC

□ Lot Lines

— Railroads

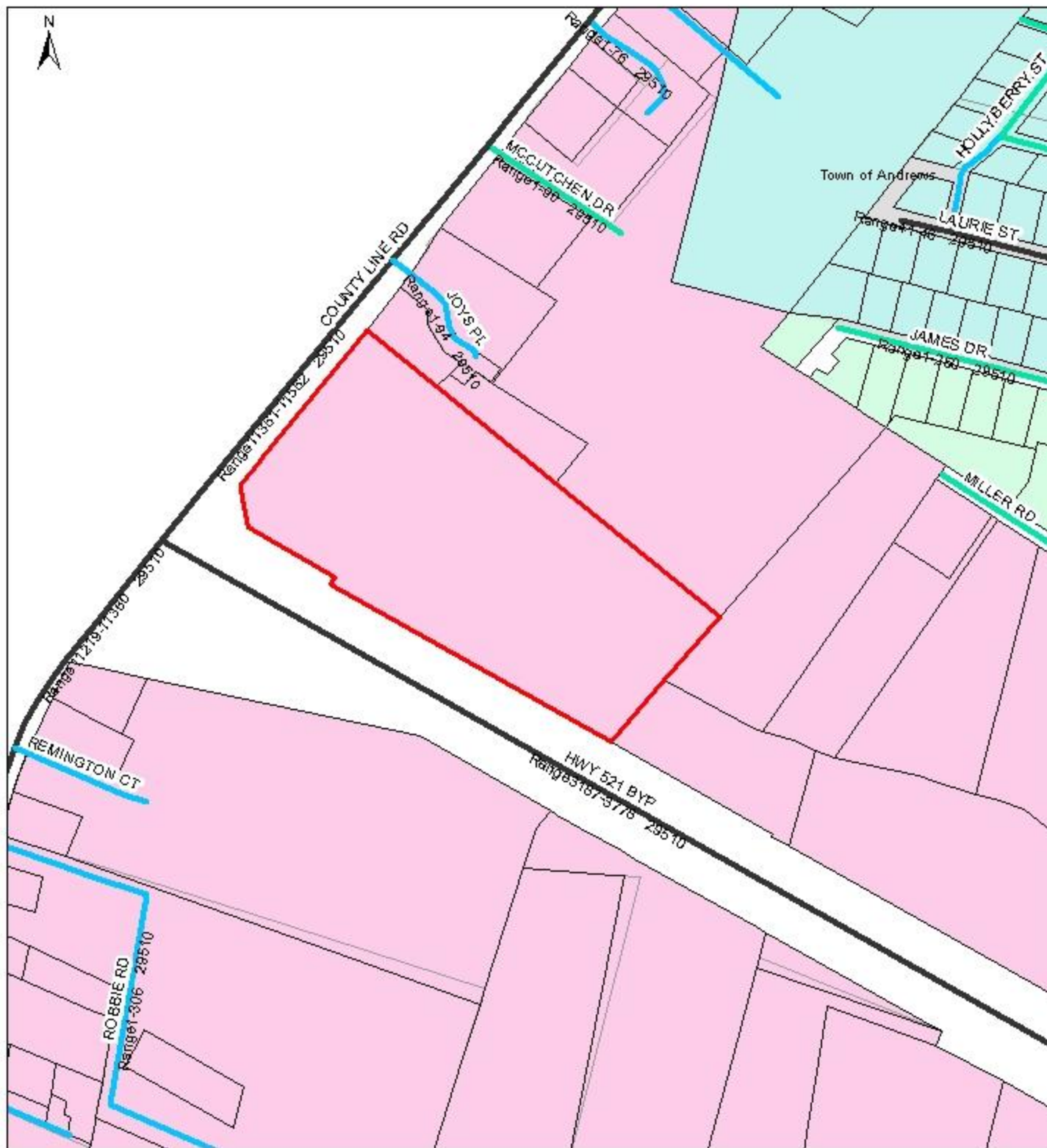
◆ Landmarks

■ Municipalities

0 140 280 560 840 1,120 Feet

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Beal Family, LLC
Property FLU
REZ 3-20-25035

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Beal Family, LLC

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

- CITY OF GEORGETOWN
- COMMERCIAL
- CONSERVATION PRESERVATION
- EASEMENT
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- POND
- PRIVATE RECREATIONAL
- PUBLIC RECREATIONAL
- PUBLIC/SEMI-PUBLIC
- TOWN OF ANDREWS
- TOWN OF PI
- TRANSITIONAL
- Municipalities

0 140 280 560 840 1,120 Feet

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Beal Family, LLC
Property Aerial
REZ 3-20-25035

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Beal Family, LLC

Lot Lines

Railroads

Landmarks

Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 140 280 560 840 1,120 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, Robert McCants as agent for Beal Family, LLC filed a request to rezone an approximately 21.3 acre tract located on the northeast corner of Highway 521 Bypass and Highway 41 from One-Half Acre Residential (R1/2 AC) 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 as Low Density Residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 01-0401-006-00-00 as commercial.

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning



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: 01-0401-006-00-00
Street Address: corner of US521 bypass and Hwy 41
City / State / Zip Code: Andrews / SC / 29510
Lot Dimensions/ Lot Area: 21.3 acres deeded
Plat Book / Page: J / 36
Current Zoning Classification: R1/2AC
Proposed Zoning Classification: General Commercial

Property Owner of Record:

Name: Beal Family, LLC

Address: P.O. Box 409

City/ State/ Zip Code: Little Mountain/SC/29075

Telephone/Fax Numbers: 803-2622-7972

E-mail: _____

Signature of Owner / Date: [Signature] 3-18-2020

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: Robert McCants

Address: 793 US Hwy 521

City / State / Zip Code: Andrews /SC/ 29510

Telephone/Fax: 843-833-1362

E-mail: Mccants.Robert1@gmail.com

Signature of Agent/ Date: [Signature] 3-18-2020

Signature of Property Owner: [Signature] 3-18-2020

Contact Information:

Name: Robert McCants

Address: 793 US Hwy 521

Phone / E-mail: 843-833-1362

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.

Commercial business

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**

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

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

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

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

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

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

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



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Robert McCants as agent for Beal Family, LLC to rezone approximately 21.3 acres located at the corner of Hwy 521 Bypass and Hwy 41 from One Half Acre Residential (R ½) to General Commercial (GC). TMS #01-0401-006-00-00. Case # REZ 3-20-25035.

The Planning Commission will be reviewing this request during a virtual meeting on Thursday, May 21, 2020 at 5:30 p.m. The meeting will be streamed live at **Facebook.com/gtcounty.**

Due to health concerns surrounding COVID-19 and requirements for social distancing, the County encourages anyone wanting to make public comments on this request to do so in writing prior to the meeting. Comments may be emailed to **tc Coleman@gtcounty.org** or mailed to Georgetown County Planning Department, PO Box 421270, Georgetown, SC 29442.

However, those who prefer to make public comments during the meeting may do so by calling the Planning Department at 843-545-3158 no later than **Wednesday, May 20th at 5:00 PM** and leaving the following information: your full name, a contact number where you can be reached during the actual meeting and the case number you will be referencing. A staff member will call the number provided at the appropriate time during the meeting and you will be given the opportunity to address the Commission for no longer than three minutes during the public hearing.

Item Number: 11.d

Meeting Date: 7/28/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-30 - An amendment to the Future Land Use Map to redesignate approximately 14.53 acres located on the south side of Highway 521 at its intersection with Catclaw Road, designated as TMS 01-0401-107-00-00, from Industrial to Low Density Residential.

CURRENT STATUS:

The tract is currently designated as industrial.

POINTS TO CONSIDER:

1. The Planning Department requested that 14.53 acres on the south side of Highway 521 at its intersection with Catclaw Road be zoned to Forest and Agriculture. This tract does not currently show a zoning designation which was an oversight during the zoning process in 2009.
2. Forest and Agriculture was recommended due to the neighboring FA tracts.
3. The Planning Commission voted at their May 21st meeting to recommend approval to zone this tract as Forest and Agriculture. They also voted to recommend approval to redesignate this tract from industrial to low density residential on the Future Land Use map.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 20-30 Amendment to FLU Hwy 521	Ordinance
<input type="checkbox"/> Ohara FLU map	Exhibit
<input type="checkbox"/> Ohara FLU resolution	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-30

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP, REGARDING ONE PARCEL LOCATED ON THE SOUTH SIDE OF HWY 521 AT ITS INTERSECTION WITH CATCLAW ROAD NEAR ANDREWS FROM INDUSTRIAL TO LOW DENSITY RESIDENTIAL.

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of tax map parcels 01-0401-107-00-00 located on the south side of Hwy 521 at its intersection with Catclaw Road near Andrews from industrial to low density residential, as reflected on the attached map.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 20-30, 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: _____

Elise O'Hara
Property FLU
REZ 3-20-25034

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Elise O'Hara

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

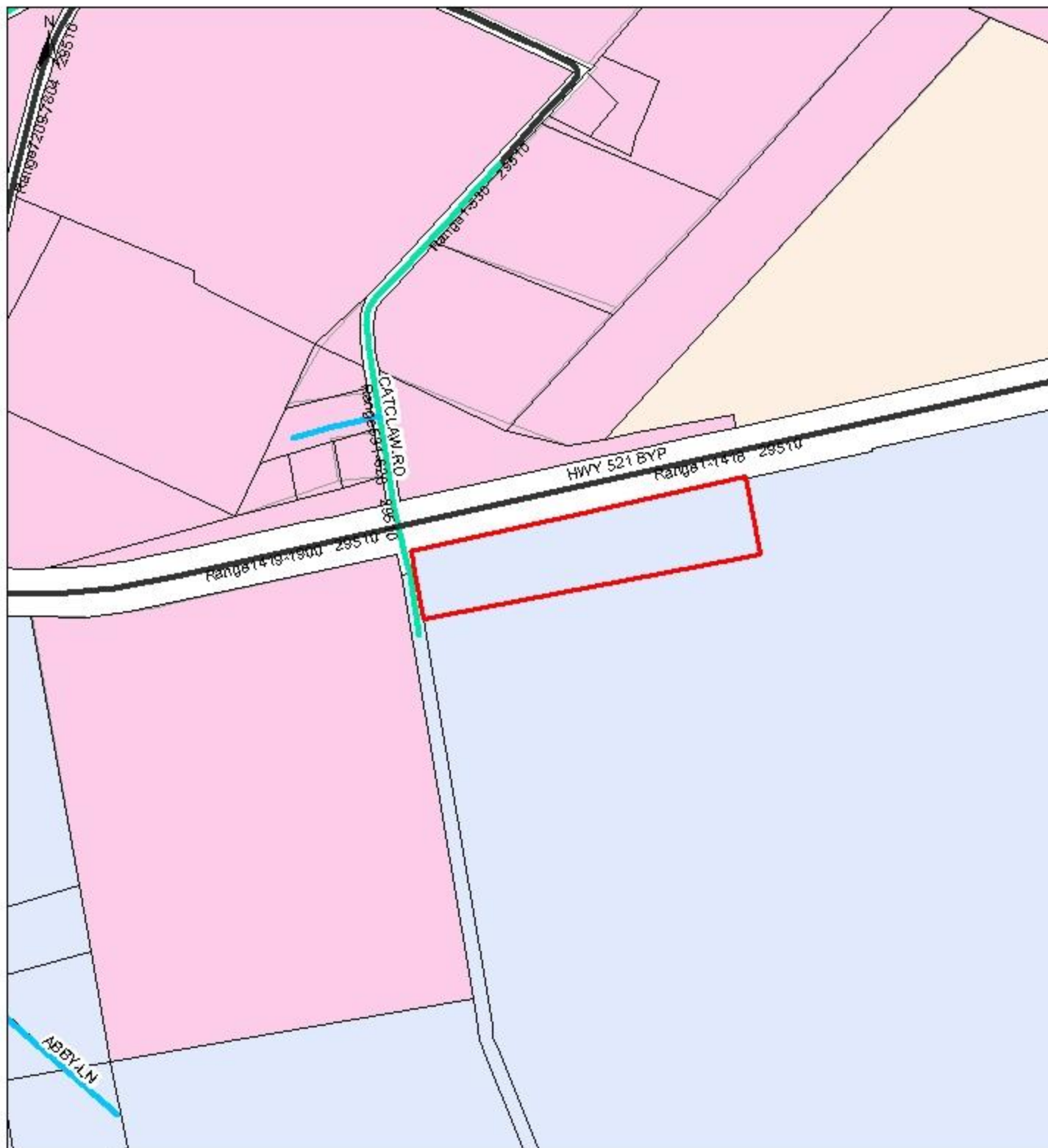
TOWN OF PI

TRANSITIONAL

Municipalities

0 225 450 900 1,350 1,800 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, Georgetown County filed a request to zone one parcel located on the south side of Hwy 521 at its intersection with Catclaw Road near Andrews to Forest Agriculture (FA); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for industrial 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 01-0401-107-00-00 as low density residential.

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.e

Meeting Date: 7/28/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-31: A request from Georgetown County Planning Department to zone approximately 14.53 acres located on the south side of Hwy 521 at its intersection with Catclaw Road. The property shows no zoning designation and the owner has requested to be zoned Forest Agriculture (FA) due to the adjacent FA zoning. TMS # 01- 0401-107-00-00. Case # REZ 3-20-25034.

CURRENT STATUS:

The property currently has no zoning designation and is vacant.

POINTS TO CONSIDER:

1. The entire parcel is approximately 51.32 acres which shows on GIS as 5 tracts separated by Hwy 521 and Catclaw Road near Andrews. All 5 tracts show as one TMS# owned by Mrs. O'Hara.
2. One of the 5 tracts (approximately 14.53 acres) does not show a zoning designation. Staff has researched files from the 2009 County wide zoning project and has determined that this 14.53 acre tract was not included in this project. This was clearly an oversight as all parcel were to be zoned.
- 3 . Two of the larger tracts show a Forest Agriculture (FA) zoning designation, two of the smaller ones show One Half Acre Residential (R ½) zoning and this tract shows no designation. It was the understanding of the property owner that this tract was zoned FA. Because this was an error of the County, staff is submitting this proposal to designate the 14.53 acre tract as Forest and Agriculture (FA).
- 4 . Adjacent zoning to the west across Catclaw Road is FA (this is part of the owners tract). Property to the south and east is zoned Heavy Industrial (HI) and property to the north across Hwy 521 is zoned One-Half Acre Residential (R ½) (This is also a part of the owners tract).
- 5 . The FLU map shows this tract as Industrial; therefore a change to the Future Land Use Map will be necessary.
6. The Planning Commission held a public hearing on this issue at their virtual meeting on May 21st. No one but the owner's applicant spoke at the meeting. The Commission voted 6 to 0 to recommend approval to zone the tract to Forest and Agriculture (FA). The Commission also voted 6 to 0 to recommend an amendment to the Future Land Use map to redesignate this tract from Industrial to Low Density Residential.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Ordinance No 20-31 Rezoning approximately 14.53 acres	Ordinance
<input type="checkbox"/>	Ohara location map	Exhibit
<input type="checkbox"/>	Ohara zoning map	Exhibit
<input type="checkbox"/>	Ohara FLU map	Exhibit
<input type="checkbox"/>	Ohara aerial map	Exhibit
<input type="checkbox"/>	Ohara attachments	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-31

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING ONE PARCEL LOCATED ON THE SOUTH SIDE OF HWY 521 AT ITS INTERSECTION WITH CATCLAW ROAD NEAR ANDREWS TO FOREST AGRICULTURE (FA).

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 TAX PARCEL 01-0401-107-00-00 LOCATED ON THE SOUTH SIDE OF HWY 521 AT ITS INTERSECTION WITH CATCLAW ROAD NEAR ANDREWS TO FOREST AGRICULTURE (FA) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John Thomas (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 20-31, as 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: _____

Elise O'Hara
Property Location
REZ 3-20-25034

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Elise O'Hara

Lot Lines

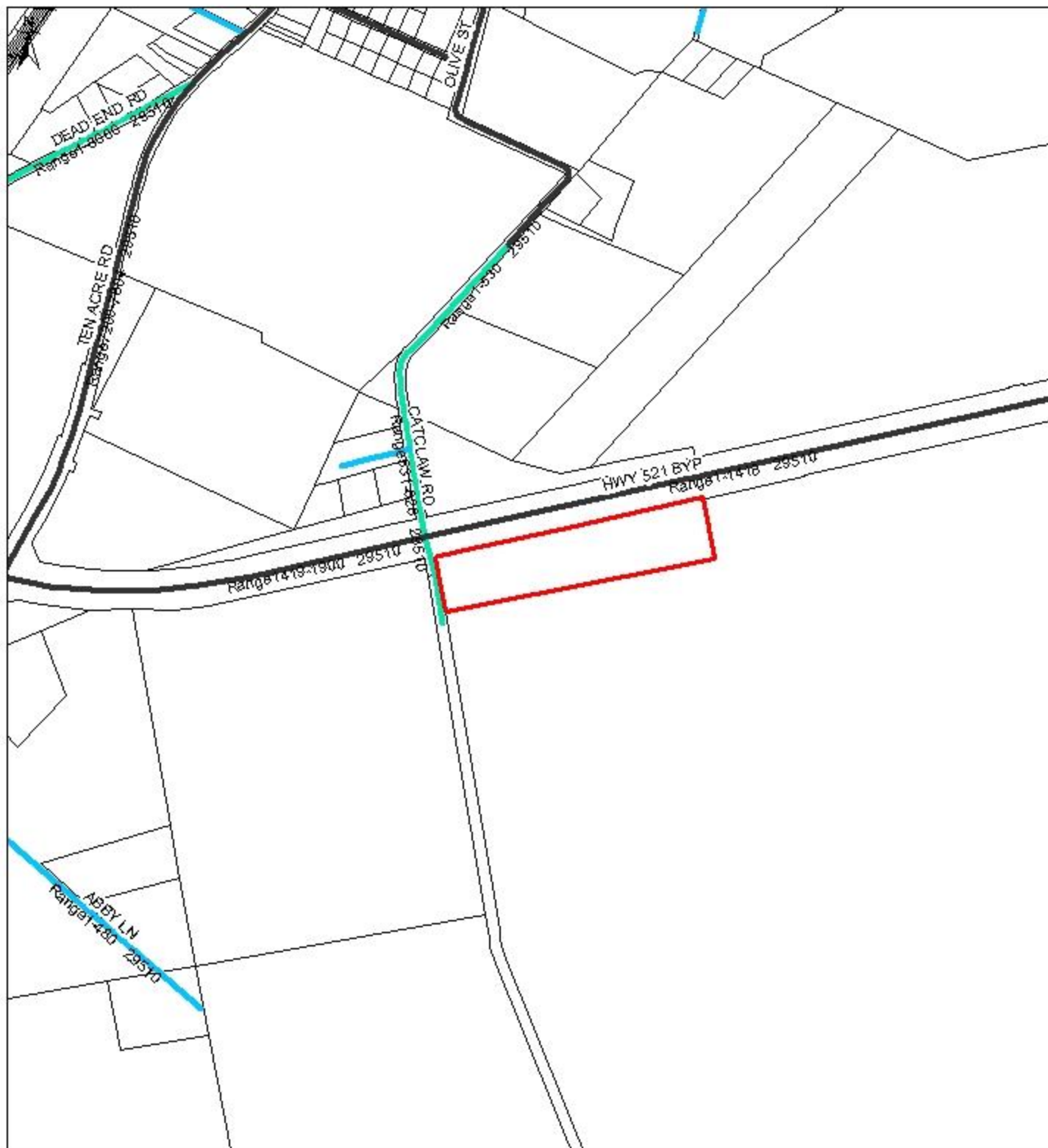
Railroads

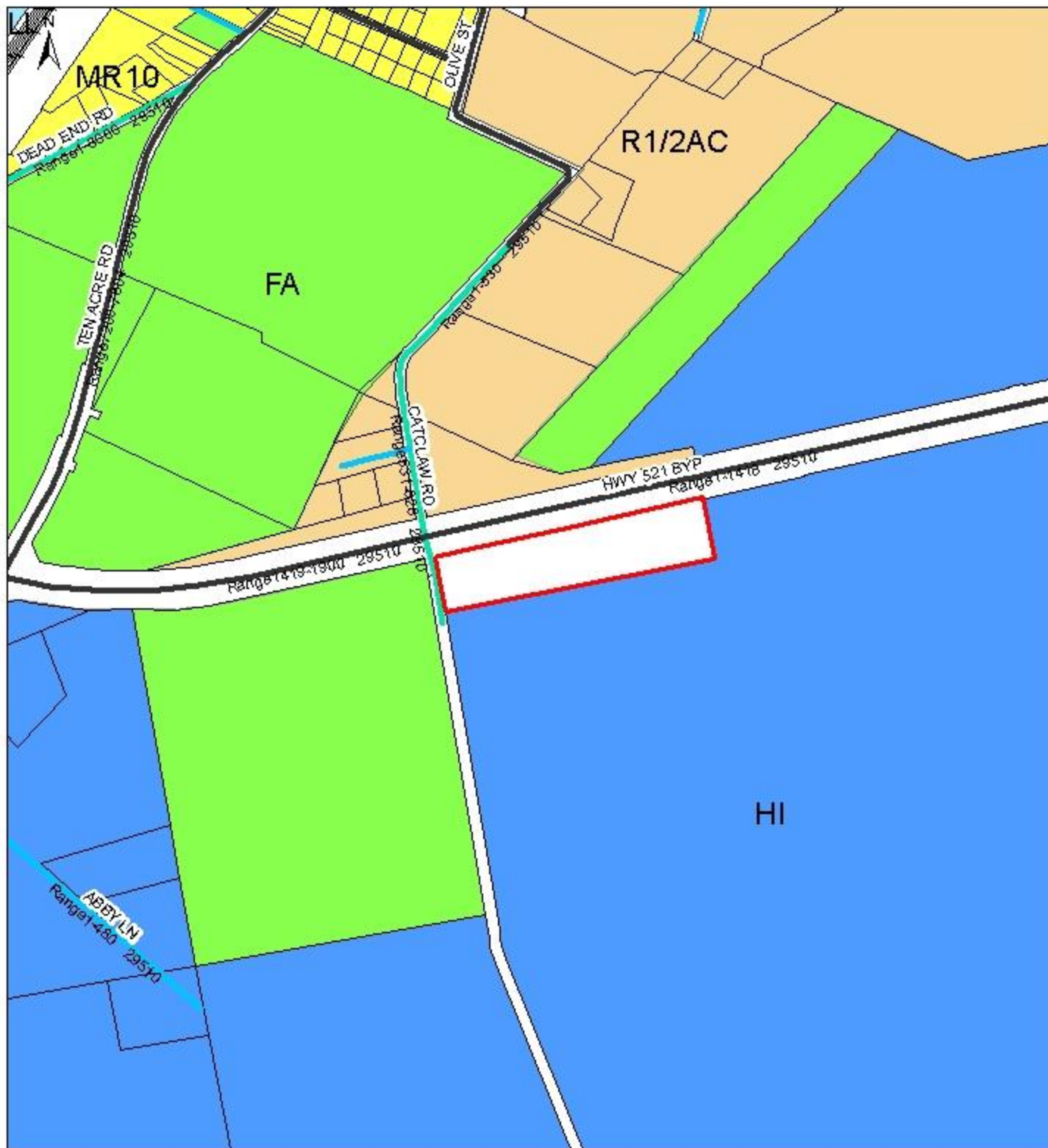
Landmarks

Municipalities

0 280 560 1,120 1,680 2,240
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.





Elise O'Hara Property Zoning REZ 3-20-25034

Legend

Streets

all other values

Maintained By

County

Private

State

Elise O'Hara

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GRR

HI

LI

MHP

MR 10

NC

OC

PA

PD

R1

R1/2AC

R10

R1AC

R2

RS14AC

RS

RS

RC

RC

RR

RS

RVC

VR 10

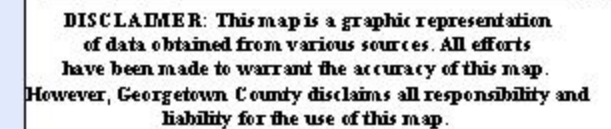
Municipalities

0 280 560 1,120 1,680 2,240 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.

The map illustrates the proposed 100' wide right-of-way for the extension of Highway 521 Bypass. The highway runs horizontally across the middle of the map. A red rectangle highlights the proposed right-of-way area, which is 100 feet wide. The area is divided into several colored zones: pink for existing land, yellow for the proposed right-of-way, and blue for water. Labels include 'Ranger 209-7800 29510', 'CATCHLAW RD', 'HWY 521 BYP', 'Ranger 1418 29510', and 'ABBY LN'.

Municipalities



Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Elise O'Hara

□ Lot Lines

— Railroads

◆ Landmarks

Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

— Municipalities

0 225 450 900 1,350 1,800
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.





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: 01-0401-107-00-00

Street Address: 521 Bypass

City / State / Zip Code: Andrews, SC 29554

Lot Dimensions/ Lot Area: 14.53 Ac

Plat Book / Page: -

Current Zoning Classification: No Designation

Proposed Zoning Classification: FA

Property Owner of Record:

Name: Elise O'Hara

Address: P.O. Box 893

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

Telephone/Fax Numbers: _____

E-mail: _____

Signature of Owner / Date: _____

County Initialed

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: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-mail: _____

Signature of Agent/ Date: _____

Signature of Property Owner: _____

Contact Information:

Name: _____

Address: _____

Phone / E-mail: _____

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.

14.53 Acres currently ~~not~~ ~~does~~ have
no zoning designation on County GIS.
Staff has researched and cannot determine
designation. Spoke w/ owner & she
was under impression that it was zone FA.

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

N/A

Adjacent Property Owners Information required:

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

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

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

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

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

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

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

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

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

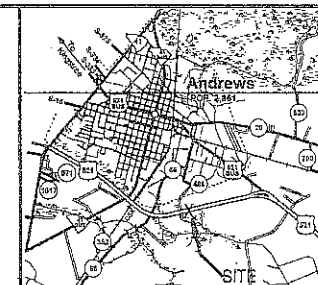
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

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 DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC USE AS SPECIFICALLY SHOWN OR NOTED ON THIS PLAT

LEGEND

- ⊙ 1" IF IRON PIPE FOUND
- ⊙ 1" PS IRON PIPE SET
- ⊙ IF IRON FOUND
- ⊙ IS IRON SET
- ⊙ POWER POLE
- ⊙ CALCULATED POINT
- ⊙ WITNESS TREE
- ⊙ GEODETIC BENCH MARK
- ⊙ CMO CONCRETE MONUMENT
- O/S OFFSET
- R/W RIGHT OF WAY
- OHP OVER HEAD POWER



NOTES

THIS PARCEL IS NOT IN A SPECIAL FLOOD HAZARD ZONE

ALL BEARINGS ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD '83. DISTANCES SHOWN ARE HORIZONTAL DISTANCES NOT GRID DISTANCES

ZONED - TRACT 1 - R1/2

ZONING FOR TRACT 2 HAS NOT BEEN DESIGNATED ON GEORGETOWN COUNTY GIS. CONTACT GEORGETOWN COUNTY FOR CURRENT ZONING DESIGNATION.

OWNER -- ELISE B OHARA
P O BOX 893
PAWLEYS ISLAND SC 29585

REFERENCE MAPS & DEEDS

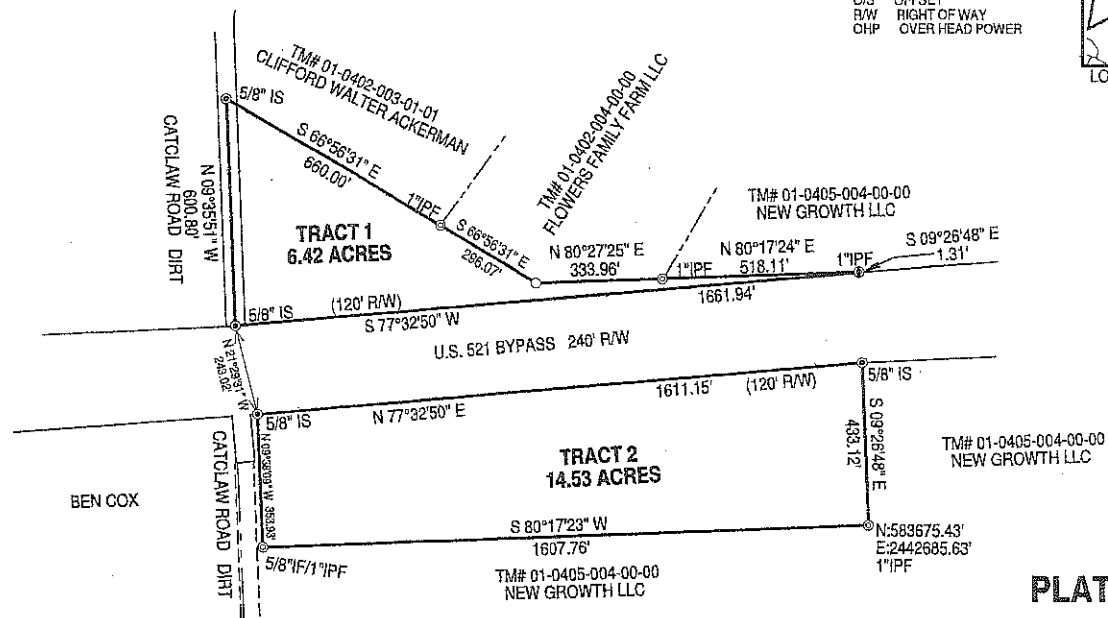
PB 13 PG 799
DB 3244 PG 288
PB 604 PG 3A

SETBACK LINES (FA)
FRONT - 50'
SIDES - 20'
REAR - 30'

CERTIFICATE OF APPROVAL FOR RECORDING
I hereby certify that the subdivision plat shown here has been found to comply with the Subdivision 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 Clerk of Court.

Date _____

Planning Signatures _____



PLAT

OF 2 TRACTS NEAR THE TOWN OF ANDREWS
SPLIT FROM TM# 01-0401-107-00-00 SURVEYED FOR

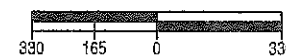
TRACT 1: AMANDA COHEN

TRACT 2: ELISE B OHARA

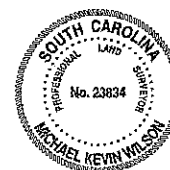
GEORGETOWN COUNTY

DATE: FEBRUARY 4, 2020

SOUTH CAROLINA



SCALE 1" = 330'



Kevin Wilson

P.L.S. NO. 23834
KEVIN WILSON
415 EAST MAIN STREET
KINGSTREE, S.C. 29556
843-355-6872



O'Hara

NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Georgetown County Planning Department to zone approximately 14.53 acres located on the south side of Hwy 521 at its intersection of Catclaw Road. The property shows no zoning designation, and the owner has requested to be zoned Forest Agriculture (FA) due to the adjacent FA zoning. TMS # 01- 0401-107-00-00. Case # REZ 3-20-25034.

The Planning Commission will be reviewing this request during a virtual meeting on Thursday, May 21, 2020 at 5:30 p.m. The meeting will be streamed live at [Facebook.com/gtcounty](https://www.facebook.com/gtcounty).

Due to health concerns surrounding COVID-19 and requirements for social distancing, the County encourages anyone wanting to make public comments on this request to do so in writing prior to the meeting. Comments may be emailed to tcoleman@gtcounty.org or mailed to Georgetown County Planning Department, PO Box 421270, Georgetown, SC 29442.

However, those who prefer to make public comments during the meeting may do so by calling the Planning Department at 843-545-3158 no later than **Wednesday, May 20th at 5:00 PM** and leaving the following information: your full name, a contact number where you can be reached during the actual meeting and the case number you will be referencing. A staff member will call the number provided at the appropriate time during the meeting and you will be given the opportunity to address the Commission for no longer than three minutes during the public hearing.

Item Number: 11.f
Meeting Date: 7/28/2020
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-32-To Amend Georgetown County Procurement Ordinance No. 2008-09.

CURRENT STATUS:

The County adopted Procurement Ordinance #2008-09 in 2008 and the Local Vendor Preference Ordinance #2014-02 in 2014. Due to the age of this ordinance, changes in staff and administration, changes in laws, and the current COVID-19 pandemic, an update is needed.

POINTS TO CONSIDER:

- 1) The State of South Carolina updated their State Procurement Code in May 2019.
- 2) The County Administrator and Purchasing Officer highly recommend increasing the County's procurement thresholds to help compensate for increased prices over the years and to fall more in line with other surrounding agencies.
- 3) With the proposed increased procurement thresholds, the approval thresholds for the Purchasing Officer, County Administrator, and County Council has also be increased.
- 4) Due to the current COVID-19 pandemic and the current time period, an electronic bidding section has been added to the ordinance and general acceptance of electronic processes notated throughout the ordinance.
- 5) The only change that has been made to the language in Ordinance #2014-02 is the reflection of the increased bidding threshold amount. However, Ordinance #2014-02 will be incorporated as part of the current proposed Ordinance #20-32 instead of remaining as a separate ordinance.
- 6) The proposed changes have been reviewed by the County Attorney and his input and changes have already been incorporated into the attached ordinance.

FINANCIAL IMPACT:

OPTIONS:

- 1) Adopt Ordinance #20-32.
- 2) Decline Adoption.

STAFF RECOMMENDATIONS:

Staff recommends Option #1, the adoption of Ordinance #20-32 for necessary procurement ordinance updates. A mass email was previously sent out to all Directors and Department Heads so that their input and changes could be incorporated in the new procurement ordinance as well.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description		Type
▣	Ordinance No 20-32 Procurement Ordinance	Ordinance
▣	Detailed Ordinance Changes	Backup Material

Georgetown County, South Carolina

**PURCHASING PROCEDURES AND
REGULATIONS**



Ordinance #20-32

PURCHASING PROCEDURES
AND
REGULATIONS CONTENTS

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PURCHASING AND PROCUREMENTS

GEORGETOWN COUNTY CODE PROCUREMENT ORDINANCE

GENERAL PROVISIONS

This ordinance is provided as a guide to all Departments/Agencies of Georgetown County for the procurement of materials, supplies, equipment and services required in their respective operations, and for the budgetary control of the costs of purchases.

Every transaction between a buyer and a seller involving the transfer of property is a contract. Some contracts are of the simplest form, while others are the subjects of lengthy written agreements defining in technical terms the nature of the material, method of payment, and other contractual conditions.

From the inception of the consummation of a transaction between a buyer and a seller, many important issues are involved; and the proper handling of these and the administering of the business features connected with them are vital factors in the successful completion of the transaction.

For these reasons, the authority and responsibility of purchasing rests with the Purchasing Department. This places the responsibility on those who have the interest and the skill to do the work properly and whose primary concern is in the performance of this special task. It permits the establishing of uniform policies with respect of buyer/seller relationships.

PURCHASING AND PROCUREMENTS

GEORGETOWN COUNTY PROCUREMENT ORDINANCE

RESPONSIBILITIES AND FUNCTIONS OF THE PURCHASING OFFICER

1. The Purchasing Officer shall be responsible for establishing and administering purchasing policies; initiating reports necessary to permit analysis of purchasing performance; negotiating and recommending contracts; consolidating purchases of like or common items; and analyzing prices paid for materials, equipment, and services.
2. The Purchasing Officer shall serve all departments of the County of Georgetown.
3. The primary objectives of Purchasing are:
 - (a) Procure for the County the highest quality supplies, equipment, and/or services for the least possible cost or best value.
 - (b) Promote and undertake sound purchasing policies and procedures throughout all departments and divisions of the County.
 - (c) Determine the most efficient and economical means of obtaining an item and/or service without sacrificing the controls and principles of sound purchasing.
 - (d) Assist in developing competitive specifications for use by all departments.
 - (e) Maintain awareness of improved purchasing practices utilized by private industry and other governmental entities, and apply such practices when feasible with the approval of the Finance Director.
 - (f) Encourage competition and endeavor to obtain full and open competition on all purchases.
 - (g) Maintain a current bidders list for use by County Staff.
 - (h) Maintain forms as necessary for the successful operation of the Purchasing function.
 - (i) Exchange ideas and information with other local government purchasing departments in an effort to solve common purchasing problems.
 - (j) Exercise control over surplus, excess, and junk materials. To be done by the Purchasing Officer or other person as designated by the County Administrator.
 - (k) Coordinate with departments to maintain inventories at a satisfactory level

commensurate with the budget.

- (l) Work with departments to promote good will between the County and its vendors.
- (m) Comply with all local, state, and federal laws in the administration of purchasing and contracting functions.
- (n) Title and register all county vehicles and applicable heavy equipment.
- (o) Maintain certificates of insurance files for vendors who perform services on county property.

PURCHASING POLICIES

1. The Purchasing Officer shall have full authority to question the quality, quantity, and type of materials and services requested by any Department Director to ensure that the best interest of the County is served.
2. The Purchasing Officer shall purchase goods or services as needed for the County of Georgetown.
3. The Purchasing Officer shall not receive any benefit or profit from any contract or purchase made by the County of Georgetown.
4. Acceptance of gifts and/or gratuities at any time shall be prohibited. Employees shall not become obligated to any vendor and must not conclude any County transaction from which they may personally benefit, either directly or indirectly.
5. The Purchasing Officer shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the County. Purchasing activities shall be conducted so that those vendors will value the County's business and will make every effort to furnish the County's requirements on the basis of quality, service, and pride.
6. The County will endeavor to buy and/or contract only with those vendors who have adequate financial strength, high ethical standards, a record of adhering to specifications, maintaining shipping promises, and giving a full measure of service. New vendors will be given due consideration, as multiple sources of supplies are necessary to ensure availability of materials and/or services.
7. All qualified bidders will be afforded equal opportunities to submit quotes on equal terms.
8. The Purchasing Officer shall act as the County's representative on all matters pertaining to purchasing and contracting activities.
9. The Purchasing Officer shall not knowingly issue a purchase order or execute a contract when

there is evidence of a conflict of interest. In instances when a conflict of interest may exist, but its existence is not clearly established, the Purchasing Officer shall refer the matter to the Finance Director and/or the County Administrator.

10. No County employee shall take a contract to perform work or furnish materials for the County of Georgetown or receive any compensation on any such contract except that:
 - (a) Any County employee may enter into such a contract, with the approval of the County Administrator whenever the contract is awarded to him or her as low bidder after a public call for bids.
11. No County employee shall use his or her official position for financial or personal advantage. Such advantage may include, but is not limited to, attendance at vendor-sponsored conferences, displays or events of similar nature wherein the vendor pays for lodging, meals, and entertainment. Should it be necessary that an employee attend an event to obtain information that may be of value to the County, the County will bear all expenses resulting from the event contingent upon appropriate funding and final approval from the County Administrator.

Sec. 2-40. Purpose, Applicability

1. Purpose.

- (a) To provide increased economy in Georgetown County procurement activities and to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the County and in compliance with the provisions of the Ethics Government Accountability and Campaign Reform Act, as amended or updated;
- (b) To foster effective broad-based competition for public procurement within the free enterprise system;
- (c) To develop procurement capability responsive to appropriate user needs;
- (d) To consolidate, clarify, and modernize the law governing procurement in Georgetown County and permit the continued development of explicit and thoroughly considered procurement policies and practices;
- (e) To ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement;
- (f) To provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process; and
- (g) To develop an efficient and effective means of delegating roles and responsibilities to the various departments.

2. **Application.** This article applies to contracts for the procurement of supplies, services and construction entered into by Georgetown County after the effective date of this article unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds irrespective of their source. Nothing in this article shall prevent any County department or agency from complying with the terms and conditions of any grant, gift or bequest, which are otherwise consistent with law.

DEFINITIONS OF TERMS

Sec. 2-41. Definitions.

As used in this article the following words and terms shall be as defined below, unless otherwise specified:

1. **Award.** Award is defined as the point in time when a final approval has been made by the Purchasing Officer, County Administrator, or County Council, which shall be dependent upon the appropriate approval level threshold as stated herein.
2. **Bid Security.** A bid bond, performance bond, and/or payment bond.
3. **Business.** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
4. **Business Days.** A day that is neither a Saturday, Sunday, nor a County holiday. In computing any period of time prescribed by this code or the ensuing regulations, the day of the event from which the designated period of time begins to run is not included.
5. **Change Order.** Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
6. **Cooperative Purchasing.** Procurement conducted by, or on behalf of, more than one Public procurement unit.
7. **Construction.** The process of building, altering, repairing, remodeling, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.
8. **Contract.** All types of agreements Georgetown County may enter into, regardless of what they may be called, for the procurement of supplies, services, or construction.
9. **Contract Amendment.** A written order signed by the County Administrator, directing the contractor to alter the original agreement.

10. Contractor. Any person having a contract with Georgetown County.
11. Data. Recorded information, regardless of form or characteristic.
12. Data Processing. The automated collections, storage, manipulation, and retrieval of data, or the equipment & applications related thereto.
13. Days. Days shall mean calendar days. In computing any period of time prescribed by this code or the ensuing regulations, the day of the event from which the designated period of time begins to run is not included. If the final day of the designated period falls on a Saturday, Sunday, or a legal holiday for Georgetown County, then the period shall run to the end of the next business day.
14. Designee. A duly authorized representative of a person holding a superior position.
15. Employee. An individual drawing wages from Georgetown County whether elected or not, and any non-compensated individual performing personal services for Georgetown County to include but not limited to board and commissions members.
16. Governmental body. Any department or agency of Georgetown County.
17. Grant. The furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction; a contract resulting from such an award is not a grant but a procurement contract.
18. Invitation for Bids. A written or published solicitation issued by the Purchasing Officer, or their designee, for bids to contract for the procurement or disposal of stated supplies, services or construction, which will ordinarily result in the award of the contract of the responsible bidder making the lowest responsive bid.
19. May. Denotes the permissive.
20. Person. Any business, individual, union, committee, club, other organization, or group of individuals.
21. Procurement. Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
22. Purchasing Officer. The person designated by the County Administrator as the head of the central procurement office of Georgetown County.
23. Public Procurement Unit. Any County, City, Town and any other subdivision of the State or Public Agency of any such subdivision, public authority, education, or other entity that

expends public funds for procurement of supplies or services.

24. Real property. Any land, all things growing on or attached thereto, and all improvements made thereto including buildings and structures located thereon.
25. Regulation. A statement having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with existing procedure.
26. Request for proposals (RFP). A written or published solicitation issued by the Purchasing Officer, or their designee, for proposals to provide goods, and services. Evaluation factors upon which the proposals will be evaluated for award of the contract shall be stated in the request for proposals. Price shall be one of the evaluation factors but it shall not be the sole basis for award of the contract.
27. Responsible bidder or offeror. A person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, facilities, and equipment and credit that will assure good faith performance.
28. Responsive Bidder. A person who has submitted a bid that conforms in all material respects to the requirements set forth in the solicitation.
29. Services. Useful labor that does not produce a tangible commodity. This term shall not include employment agreements or collective bargaining agreements.
30. Shall. Denotes the imperative.
31. Specification. Any description of the physical or functional characteristic or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
32. Subcontractor. Any person having a contract to perform work or render service to a prime contractor as a part of the prime contractor's agreement with a governmental body.
33. Supplies. All property including but not limited to equipment, materials, printing, information technology equipment and software packages.
34. Suspension. The disqualification of a person to receive invitations for bids, request for proposals, or the award of a contract by Georgetown County, for a temporary period pending the completion of an investigation and any legal proceedings that may ensue because a person is suspected upon probable cause of engaging in criminal, fraudulent, or seriously improper conduct or failure or inadequacy of performance which may lead to debarment.
35. Using Agency. Any department, commission, board, or council requiring supplies, services, or construction procured pursuant to this Ordinance.

PUBLIC ACCESS TO PROCUREMENT INFORMATION

Sec. 2-42. Public access to procurement information.

Procurement information shall be public record to the extent required by Chapter 4 of Title 30 (The Freedom of Information Act), as amended and updated with the exception that commercial or financial information obtained in response to a "Request for Proposals" or any type of bid solicitation which is privileged, confidential, a trade secret, or non-disclosable under the color of law, need not be disclosed.

Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include, but not limited to:

- (a) Social Security Numbers and/or Federal Tax Identification Numbers;
- (b) Any portion of a response to a solicitation marked as confidential that is proprietary, patented, and/or a trade secret;
- (c) Financial statements;

At the time of submitting a proposal or bid, the party supplying a bid or proposal must identify any portion of the proposal or bid considered by the party to be a trade secret and thus eligible to be withheld from public inspection and copying. If the information identified by the party is a trade secret, it may be withheld from public inspection and copying. If the party fails to identify information as a trade secret/confidential, the entire bid or proposal, if not sealed, may be made available for public inspection and copying.

Sec. 2-43. Compliance with State and Federal regulations.

1. Compliance with Federal or State requirements. Where a procurement involves the expenditure of federal assistance or contract funds, the affected department director shall inform the Purchasing Officer of the federal or state requirements and the Purchasing Officer shall comply with such authorized regulations, which are mandatory applicable and which are not presently reflected in this article.
2. Standards of conduct. In all actions involving the procurement of supplies, services, or construction for Georgetown County, the provisions of Chapter 13 of Title 8 (State Ethics Act, 1976 Code of Laws of South Carolina) or as amended, shall be complied with.
3. Records Retention. Purchasing records will be the sole responsibility of the purchasing office. Files will be maintained in sufficient detail to document the purchasing process. Purchasing records will be maintained electronically for the length of time as mandated in the SC records

retention schedule.

OFFICES CREATED

Sec. 2-44. Purchasing Officer

1. Establishment of the position of Purchasing Officer. There is hereby created the position of Purchasing Officer who shall be the County's principal public procurement official. The County Administrator shall appoint the Purchasing Officer and this position shall be in accordance with the duly accepted Georgetown County Classification Plan of the Georgetown County Personnel Policy.
2. Authority and duties. The Purchasing Officer shall serve as the principal public procurement official for Georgetown County and shall be responsible for the procurement of supplies and services in accordance with this article.

Sec. 2-45. Duties of County Attorney.

The County Attorney or such office as the County Administrator shall designate, shall serve as legal counsel and provide necessary legal services to the Purchasing Officer. The County Attorney must approve all contracts and/or initial contract templates.

Sec. 2-46. Organization of Public Procurement.

1. Centralization of procurement authority. Except as otherwise provided in this section, the authority relating to the procurement of supplies and services is hereby vested in the Purchasing Officer as provided in the article.
2. Exemptions. The following supplies and services need not be procured through the public procurement office, but shall be procured by the appropriate department subject to requirements of this article:
 - (a) Works of art for museum and public display;
 - (b) Information technology and software.
 - (c) Real property;
 - (d) Postage stamps and postal fees.
 - (e) Expenditure of funds by office of County Treasurer in the issuance of bonds to include printing cost and any fees associated with bond issuance.
 - (f) Reinsurance through the South Carolina Insurance Reserve Fund

- (g) Professional dues and memberships.
 - (h) Professional associations.
 - (i) Attorneys, subject to approval by the County Administrator.
 - (j) Artists used by the County.
 - (k) Contractual consultant services necessary to provide professional instruction for seminars, put on by and/or for department/agencies and/or their personnel.
 - (l) Medicine/Drugs
 - (m) Grant Consulting Services
 - (n) Health & Property Insurance
 - (o) Used items & equipment as determined to be in the County's best interest and approved by the County Administrator.
 - (p) Computer programmers, computer engineers, website designers, and software analysts engaged to modify county data processing system software, or to develop new software for the county's computer system. Also includes recurring license renewals for software.
3. Procurement regulations and operating procedures. The Purchasing Officer shall promulgate regulations and operating procedures pertaining to procurement by Georgetown County. No regulation shall change any commitment, right or obligation of Georgetown County or of a contractor under a contract in existence on the effective date of such regulation.
 4. Collection of data concerning public procurement. The Purchasing Officer shall cooperate with Georgetown County auditors in the preparation of statistical data concerning the procurement, usage and disposition of all supplies and services. All departments shall furnish such reports as the Purchasing Officer may require. The Purchasing Officer shall have authority to prescribe forms to be used by the using departments in requesting, ordering and reporting of supplies and services.

METHODS OF SOURCE SELECTION

Sec. 2-47. Methods of Source Selection.

Unless otherwise required by law, all Georgetown County contracts shall be awarded by competitive sealed bidding, pursuant to Section 2-48, except as provided in:

- (a) Section 2-48, Competitive Sealed Bidding;

- (b) Section 2-51, Competitive Sealed Proposals;
- (c) Section 2-52, Micro Purchases;
- (d) Section 2-53, Small Purchases;
- (e) Section 2-54, Sole Source Procurement.
- (f) Section 2-55, Emergency Procurement
- (g) Section 2-56, Architect-engineering and land surveying services
- (h) Section 2-76, Use of Cooperative Purchasing Agreements

Sec. 2-48. Competitive sealed bidding.

1. Condition for Use. Contracts amounting to thirty thousand dollars and one cent (\$30,000.01) or more shall be awarded by competitive sealed bidding except as otherwise may be provided in Section 2-47.
2. Invitation for Bids. An invitation for bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the procurement. An award shall be made to the lowest responsive and responsible bidder.
3. Notice. A minimum of fourteen (14) calendar days advertisement of the invitation for bids shall be given prior to the date set forth therein for the opening of bids. Such advertisement shall be publicized on a minimum of two (2) publications, which can be electronic.
4. Prebid Conference. Holding a conference or site visit early in the solicitation cycle provides an opportunity to emphasize and clarify critical aspects of the solicitation, eliminate ambiguities or misunderstandings, and permits vendor input. Prebid conferences/site visits may be conducted with potential bidders or offerors when issuing solicitations for complex, large or critical requirements. Attendance at conferences or site visits may be optional or mandatory. When mandatory attendance is stipulated, only bids from these firms represented at the conference will be accepted. If a modification to the solicitation is required as a result of the conference or site visit, an addendum will be issued.
5. Receipt and Safeguarding of Bids. All bids (including modifications) received prior to the time of opening shall be kept secure and sealed.
6. Bid Opening. The Purchasing Officer or a designee shall decide when the time set for bid opening has arrived, and shall so declare whether in person or electronically, or both, to those present. The Purchasing Officer or designee shall then publicly open all bids received prior to that time and when practicable, read them aloud to those persons present, or electronically if that method is being used, and have the bids recorded. The following information may be read aloud: bidders name, total price, unit price or lot price as may be applicable, discount terms offered if discount terms are to be considered in making the award, and brand name and model

number, if requested by the bid attendees. Questions on contents of other bidder's bids shall not be answered until after evaluation is complete and award has been made. The tabulation shall be open to public inspection.

7. Disclosure of Bid Information. The information disclosed by the Purchasing Officer or designee at bid opening is considered to be public information under the Freedom of Information Act, Chapter 4 of Title 30, until award is made.
8. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include, but not be limited to, criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life cycle costs.
 - (a) The invitation for bids shall set forth the specification for the item/service. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.
 - (b) Bids for services/construction projects may include, but are not limited to, additional evaluation criteria such as:
 1. Capacity of firm to perform the work within time limitations, taking into consideration the current and planned workload of the firm;
 2. Familiarity of the firm with the type of problems applicable to the project;
 3. Specialized experience or technical expertise of the firm and its personnel in connection with the type of services to be provided and the complexity of the project;
 4. Past record of performance on contracts with the County and other clients, including quality of work, timeliness and cost control; and
 5. Demonstrated sufficiency in financial resources and such stability as will ensure satisfactory completion of proposed effort.
9. Correction or Withdrawal of Bids; Cancellation of Awards. An offeror must submit in writing a request to either correct or withdraw a bid to the Purchasing Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.
 - (a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Purchasing Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
 - (b) Cancellation of awards prior to performance: When it is determined after an award has

been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.

10. Canceling or Amending Solicitation: When canceling a written solicitation, notification should be sent to all vendors who have been issued a solicitation and a copy of the notice publicly posted. Sealed bids received on canceled bids will be returned unopened, unless the bid was received electronically or there is no bidder name and/or return address information available on the outside of the sealed bid. If it is necessary to amend a solicitation, an addendum shall be sent to all potential bidders or offerors who received a copy of the solicitation and a copy publicly posted. Signed acknowledgement of addendum must be returned to the purchasing office prior to time and date of the opening or with the bid or proposal. When an addendum is issued which will require additional time for the vendor to prepare a solicitation response, the opening date may be extended.
11. Discussion with Bidders. As provided in the solicitation, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the procuring department's sole judgment, needing clarification shall be afforded such an opportunity. Clarification of any bidder's bid must be documented in writing. Documentation concerning the clarification shall be subject to disclosure upon request.
12. Tie Bids: The County Administrator shall make award of all tie bids one hundred thousand dollars (\$100,000.00) and under. The Georgetown County Council shall award all tie bids in excess of one hundred thousand dollars and one cent (\$100,000.01). Tie bids may be awarded to one of the bidders based on:
 - (a) Delivery date, availability or completion period.
 - (b) Service availability or facility
 - (c) Previous vendor record
 - (d) Closeness to the delivery point

Where tie bids are between bidders one of which is a business whose principal place of business is located in Georgetown County and the other bidder is not, the recommended award shall be to the Georgetown County bidder because of the five percent (5%) Local Vendor Preference as defined in Section 2-50. All conditions equal, the Purchasing Officer shall draw lots or flip a coin. The coin toss must be witnessed and the results recorded.

13. Award of Bid. In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:
 - (a) The ability, capacity and skill of the bidder to perform the contract.
 - (b) Whether the bidder can perform the contract within the time specified, without

delay of interference.

- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

When necessary for the best interest of the County, bid criteria to determine acceptability may include but not limited to inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price are to be given to each bidder.

The Purchasing Officer may award bids up to and including fifty thousand dollars (\$50,000.00). The County Administrator may approve awards up to and including one hundred thousand dollars (\$100,000.00). Awards that are one hundred thousand dollars and one cent (\$100,000.01) and over shall be submitted for approval by Georgetown County Council.

14. Change Orders. The total amount of change orders under any single contract shall not exceed 50% of the original contract value, unless approved in advance and in writing by the County Administrator or County Council as applicable, dependent upon the dollar value of the change order.
15. Single Response to a Solicitation. Even though multiple sources are solicited, there may be occasions when only one response is received for a solicitation. In such cases, the Purchasing Officer shall investigate to determine why other bidders or offerors did not respond and resolicit, if necessary. If the Purchasing Officer determines that only one source can supply the requirement, the procurement shall be made using Section 2-54 (Sole Source Procurement).
16. Request for Qualifications. Prior to soliciting bids, a request for qualifications from prospective bidders may be issued. Such request shall contain at a minimum, a description of the goods or services, the general scope of the work, the deadline for submission of information, and how prospective bidders may apply for consideration. The request shall require information concerning the prospective bidders' product specifications, qualifications, experience, and ability to perform the requirements of the contract. Adequate public notice of the request for qualifications shall be given in the manner provided in Sec

2-48 (Competitive Sealed Bidding).

After receipt of the responses to the request for qualifications from prospective bidders, the prospective bidders shall be ranked from most qualified to least qualified on the basis of the information provided. The failure of a prospective bidder to be selected shall not be grounds for protest. An evaluation matrix provided by the evaluation committee head and/or individual committee members shall be returned to the purchasing department in a timely manner and kept on file by procurement. At the County's discretion, more than one (1) offeror may be selected for award.

- (a) Interviews with Interested Firms. Following receipt of information from all interested persons and firms, the evaluation committee shall hold interviews with persons or firms who have responded to the solicitation and who are deemed most qualified on the basis of information available prior to the interviews. A list of firms selected for interview shall be sent to all firms that submitted information in response to the advertisement, prior to the date selected for the interviews. An electronic notification shall suffice for this purpose. The evaluation committee's determination as to which firms will be interviewed shall be in writing and shall be based on their review and evaluation of all submitted materials. The purpose of the interviews shall be to provide such further information as may be required by the selection committee to fully acquaint itself with the relative qualifications of each firm.

17. Minor Informalities and Irregularities in Bids. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The Purchasing Officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of Georgetown County. Such communication or determination shall be in writing. Examples of minor informalities or irregularities include, but are not limited to:

- (a) failure of a bidder to return the number of copies of signed bids required by the solicitation;
- (b) failure of a bidder to furnish the required information concerning the number of the bidder's employees or failure to make a representation concerning its size;
- (c) failure of a bidder to sign its bid, but only if the firm submitting the bid has formally adopted or authorized the execution of documents by typewritten, printed, or rubber stamped signature and submits evidence of such authorization, and the bid carries such a signature or the undersigned bid is accompanied by other material indicating the bidder's intention to be bound by the undersigned document, such as the submission of a bid guarantee with the bid or a letter signed by the bidder with the bid referring to and identifying the bid itself.
- (d) Failure of a bidder to acknowledge receipt of an amendment to a solicitation, but only if:

- (1) the bid received indicates in some way that the bidder received the amendment, such as where the amendment added another item to the solicitation and the bidder submitted a bid, thereon, provided that the bidder states under oath that it received the amendment prior to bidding and that the bidder will stand by its bid price or,
 - (2) the amendment has no effect on price or quantity or merely a trivial or negligible effect on quality or delivery, and is not prejudicial to bidders, such as an amendment correcting a typographical mistake in the name of the governmental body:
- (e) failure of a bidder to furnish an affidavit concerning affiliates;
 - (f) failure of a bidder to execute the certifications with respect to Equal Opportunity and Affirmative Action Programs;
 - (g) failure of a bidder to furnish the Exceptions Page, provided that confirmation of the missing page means no exceptions were taken.
 - (h) failure of a bidder to furnish cut sheets or product literature;
 - (i) failure of a bidder to furnish certificates of insurance;
 - (j) failure of a bidder to furnish financial statements;
 - (k) failure of a bidder to furnish references; and
 - (l) failure of a bidder to indicate his contractor's license number or other evidence of licensure, provided that no contract shall be awarded to the bidder unless and until the bidder is properly licensed under the laws of South Carolina.
18. Brand Name Only Specification. Since use of a brand name only specification is restrictive of product competition, it may be used only when the Purchasing Officer makes a determination that only the identified brand name item or items will satisfy the County's needs or when it is determined that:
- (a) No other design or performance specification or qualified products list is available.
 - (b) Time does not permit the preparation of another form of purchase description, not including a brand name specification.
 - (c) The nature of the product or the nature of the County's requirements makes use of a brand name only specification suitable for the procurement.
 - (d) Use of a brand name only specification is in the County's best interest.
 - (e) Use of a brand name only specification has been set as a predetermined County standard.

- (f) Competition. The Purchasing Officer shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 2-54 (Sole Source Procurement).

Sec 2-49. Electronic Bidding & Reverse Auctions.

1. Responses for Invitation for Bids, Request for Proposals, Request for Qualifications, etc. may be received electronically, at the discretion of the Purchasing Officer. For competitively sealed solicitations, the bids/proposals must remain sealed until the bid opening date and time. The electronic method used shall have the capability to electronically time stamp the bid/proposal upon receipt with the date and time it was electronically received.
2. A minimum of fourteen (14) calendar days advertisement for electronic sealed bids shall be given prior to the date set forth therein for the opening of bids. Such advertisement shall be publicized on a minimum of two (2) publications, which can be electronic. Requests for Quotes, Requests for Information, and other informal and/or non-sealed bidding methods, whether electronic or not, need not follow the minimum notice and/or publication requirements.
3. Bid Openings can be conducted either in person or by virtual meeting so long as the meeting is open to the public by way of a virtual meeting link and/or call-in phone number, or both, and the bid opening is still opened in the presence of at least one (1) witness, whether witnessed in person, or virtually.
4. Reverse Auctions are a method of bidding, usually by electronic auctions, in which bids may be inputted for a product, service, or project starting from the highest value first. Bidders then proceed to reduce their bid prices accordingly before the deadline date and time. This method encourages competition while allowing for greater potential savings. The winning auction bidder will be bound to their lowest price submitted.

Sec 2-50. Local Preference.

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is \$30,000 or more; (b) the vendor has a physical business address located and

operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.

3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services - Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified". In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

Sec. 2-51. Competitive sealed proposals.

1. Conditions for Use. When the Purchasing Officer determines that the use of competitive sealed bidding is either not practical or not advantageous to Georgetown County, a contract may be entered into by competitive sealed proposals. An award shall be made to the offeror whose proposal is considered to be most advantageous to the county.
2. Notice. A minimum of fourteen (14) calendar days advertisement of the request for proposals shall be given prior to the date set forth therein for the opening of proposals. Such advertisement shall be publicized on a minimum of two (2) publications, which can be

electronic.

3. After receipt of the responses to the request for proposals from prospective bidders, the prospective bidders shall be ranked from most qualified to least qualified on the basis of the information provided. The failure of a prospective bidder to be selected shall not be grounds for protest. An evaluation matrix provided by the evaluation committee head and/or individual committee members shall be returned to the purchasing department in a timely manner and kept on file by procurement. An award shall be made to the offeror whose proposal is considered to be most advantageous to Georgetown County. At the County's discretion, more than one (1) proposer may be selected for award.
4. Receipt of Proposals: Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offeror shall not be disclosed without written consent of the offeror.
5. Evaluation Factors, Selection, and Ranking: The request for proposals shall state the relative importance of price and each other evaluation factor and shall require numerical weighting of each factor. The evaluation factors shall be examined with respect to each proposal in determining which proposal is most advantageous to Georgetown County. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement. In assigning relative importance of these criteria, price may not be the primary factor. An evaluation panel of at least three (3) members will be approved by the County Administrator to formally conduct the evaluation of each response. All responsive offerors shall be ranked from most advantageous to least advantageous.

Examples of possible evaluation factors are listed below:

- (a) Specialized experience or technical expertise of the firm and its personnel in connection with the type of services to be provided and complexity of the project.
- (b) Past record performance on contracts with Georgetown County and other clients, including quality of work, timeliness and cost control.
- (c) Demonstrated ability to meet time and budget requirements.
- (d) Location
- (e) Capability of firm to perform the work within time limitations, taking into consideration the current and planned workload of the firm, and
- (f) Familiarity of the firm with the type of problems applicable to the project.

6. Discussion with Offerors: As provided in the request for proposals, discussions/presentations may be conducted with apparent responsive offerors for the purpose of clarification to assure full understanding of the requirements of the request for proposals and/or provide a demonstration of products/services.
7. Negotiations. Whether price was an evaluation factor or not, the procuring department may in its sole discretion and not subject to challenge through a protest, proceed in any of the manners indicated below:
 - (a) Negotiate price with the highest ranked offeror. If a satisfactory price cannot be agreed upon, price negotiations may be conducted with the second, and then the third, and so on.
 - (b) Negotiate with the highest-ranking offeror on matters affecting the scope of the contract, so long as the overall nature and intent of the contract is not changed. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiation may be conducted with the second, and then the third, and so on.
 - (c) During the negotiation process as outlined in subsections (a) and (b) above, if the County is unsuccessful in its first round of negotiations, it may reopen negotiations with any offeror with whom it previously negotiated.
 - (d) If, after following these procedures, a contract is not able to be negotiated, the scope of the request for proposals may be changed in an effort to reduce the cost to a fair and reasonable amount, and previously negotiated offerors, must be allowed to submit their best and final offers.

In conducting negotiations, there must be no disclosure of any confidential information derived from proposals and negotiations submitted by competing offerors.

Sec. 2-52. Micro Purchases.

Micro purchase procedures may be utilized in conducting procurements that are less than or equal to five thousand (\$5,000) dollars in actual or potential value.

- (a) \$0 - \$5,000— departments are authorized to make purchases without securing competitive quotations.

Sec. 2-53. Small Purchases.

Small purchase procedures may be utilized in conducting procurements that are less than or equal to thirty thousand (\$30,000) dollars in actual or potential value.

- (a) \$5,000.01- \$30,000 departments must secure three written quotes and submit documentation of the quotes along with a Purchase Order or P-Card Control Form to the Purchasing Officer or their designee.

Sec. 2-54. Sole Source Procurement.

The Purchasing Officer may award a contract for a supply, service, or construction item without competition when the department head/director submits appropriate documentation and verification is performed. Such procurements involving grant funds must receive prior written approval from the grantor agency. Sole Source purchases will be identified based on the following criteria, but does not have to meet all of these criteria.

1. There is a lack of competition for a product or service
2. It is a unique, one-of-a-kind service offer.
3. The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
4. Where the items are needed for trial use or testing.
5. Specialized projects where the continuation of a professional service contract is imperative to the success and efficiency of a project, subject to the County Administrator's approval.

Sec. 2-55. Emergency Procurement.

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

Sec. 2-56. Architect-Engineer and Land Surveying Services-Public Announcement and Selection Process.

1. Public Announcement. It is the policy of the County to publicly announce all requirements for Architect-Engineer and Land Surveying services and to negotiate such contracts on the basis of demonstrated competence and qualification at fair and reasonable prices. In the procurement of Architect-Engineer and Land Surveying services, the Purchasing Officer shall request firms to submit a statement of qualifications.
2. Selection Process. The Evaluating Panel and Purchasing Officer or their designee shall conduct discussions with the highest ranked firms regarding the contract and shall select from among them. The selection shall be made in order of preference, based on criteria

established and published in the solicitation.

3. Negotiation. The using department along with the Evaluation Panel and Purchasing Officer shall negotiate a contract with the highest qualified firm for Architect-Engineer or Land Surveying services at a compensation that is considered to be fair and reasonable to the County. In making this decision, the using department, Evaluation Panel and Purchasing Officer shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the County be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated. The Purchasing Officer shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer shall then undertake negotiations with the third most qualified firm. Should the Purchasing Officer be unable to negotiate a contract with any of the selected firms, the Purchasing Officer and the County Administrator shall select additional firms in order of their competence and qualifications, and continue negotiations in accordance with the section until an agreement is reached. At the County's discretion, more than one (1) offeror may be selected for award.

Sec 2-57. Participation in Auctions

Participation in auctions – To prepare for participation in auctions, the County shall perform the following:

- (a) survey the needed items being offered at auction to ascertain their condition and usefulness,
- (b) determine a fair market value for new like items through informal quotes,
- (c) determine the fair market value from similar items considering age and useful life, and;
- (d) estimate repair cost and delivery cost, if any, of the desired items.

Using this information, the County shall determine the maximum price to be paid for each item desired. At the auction, the County shall not exceed the maximum price so determined.

CANCELLATION OF SOLICITATIONS.

Sec. 2-58. Cancellation of Invitation for Bids, Requests for Proposals, or Other Solicitations.

An invitation for bids, a request for proposals, or other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation in the best interest of Georgetown County. The reasons therefore shall be made part of the contract file. Each solicitation issued by Georgetown County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of Georgetown County. Notice of cancellation shall be sent to all businesses solicited.

The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

RESPONSIBILITY OF BIDDERS AND OFFERORS

Sec. 2-59. Responsibility of Bidders and Offerors.

1. **Determination of Responsibility.** Responsibility of the bidder or offeror shall be ascertained for each contract let by the County based upon full disclosure to the Purchasing Officer concerning capacity to meet the terms of the contracts and based upon past record of performance for similar contracts. The County Administrator or County Council shall by standard establish standards of responsibility that shall be enforced in all county contracts.
2. **Determination of Non-Responsibility.** A written determination of non-responsibility of a bidder or offeror shall be made by the Purchasing Officer. The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.
3. **Right of Nondisclosure.** Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside the office of the department soliciting the bid, Evaluation Committee, or the office of the Purchasing Officer without prior written consent by the bidder or offeror.
4. **County Standards of Responsibility.** Factors to be considered in determining whether the County standards of responsibility have been met include whether a prospective contractor has:
 - (a) Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.
 - (b) A satisfactory record of performance with the County and/or other entities.
 - (c) A satisfactory record of integrity.
 - (d) Qualified legally to contract with the County.
 - (e) Supplied all necessary information in connection with the inquiry concerning responsibility.
5. **Duty of Contractor to Supply Information.** The prospective contract shall supply information requested by the Purchasing Officer concerning the responsibility of such contractor. If such contractor fails to supply the requested information by the specified deadline, the Purchasing

Officer shall base the determination of responsibility upon any available information.

6. **Demonstration of Responsibility.** The prospective contractor may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting upon request:
 - (a) Evidence that such contractor possesses such necessary items.
 - (b) Acceptable plans to subcontract for such necessary items.
 - (c) A documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.
7. **Justification for Contract Award.** Before awarding a contract, the Purchasing Officer must assure that the vendor is responsive and responsible.
8. **Written Determination of Non-responsibility.** If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Purchasing Officer. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the purchasing file.
9. **Bid Bonds.** For all procurements expected to exceed one hundred thousand dollars (\$100,000) bid security in the amount of at least five (5%) percent of the proposed contract price shall be prescribed in the solicitation. Each bid must be accompanied by a Bid Bond, or by a cashier's check or certified check payable to Georgetown County, SC, for an amount equal to five percent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fourteen (14) days of written notice of formal award of a Contract. Bids not including such a bid bond will not be considered. The bond must be executed by a corporate surety licensed under the laws of the state of South Carolina to execute such bonds. The cashier's check or certified check may, at the county's option, be retained and deposited to the county's account if the successful bidder fails to enter into the proposed contract within fourteen (14) days after the award. Checks of unsuccessful bidders will be returned as soon as the contract is awarded and signed by both parties. Before being returned, a copy of the check will be made and become part of the procurement file. Bid bonds will not be returned and will become part of the procurement file.
10. **Performance Bonds.** The Purchasing Officer may require a performance bond in the amount of one hundred (100%) percent of the contract price in any case where the contract price exceeds one hundred thousand dollars (\$100,000). The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina within fourteen (14) days of written notice of formal award of a contract. A power of attorney must accompany the bond. This provision enables the Purchasing Officer to assure that the contractor provides suitable evidence of their financial condition and their ability to complete the work. Failure of the contractor to satisfactorily fulfill his obligations shall be cause for the forfeiture of his guaranty. In such instance, the Purchasing Officer shall document the circumstances and file such document with the related contract documents.

11. **Payment Bonds.** The Purchasing Officer may require a payment bond in the amount of one hundred (100%) percent of the contract price in any case where the contract price exceeds one hundred thousand dollars (\$100,000). The successful offeror must provide a Payment Bond from a surety company qualified to do business under the laws of the State of South Carolina within fourteen (14) days of written notice of formal award of a contract. A power of attorney must accompany the bond. This provision enables the Purchasing Officer to assure that the contractor provides suitable evidence of their financial condition and their ability to pay their sub-contractors. Failure of the contractor to satisfactorily fulfill his obligations may be cause for the forfeiture of his guaranty.

TYPES AND FORMS OF CONTRACTS

Sec. 2-60. Types of Contracts.

Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interest of Georgetown County may be used. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type or that it is impractical to obtain the supply, service, or construction item required except under such a contract.

All contract bid forms and all contracts will be approved by the County Attorney as to form and legality. Following such approval, the County Administrator shall sign all contracts on behalf of the County up to and including one hundred thousand dollars (\$100,000.00) and County Council in excess of one hundred thousand dollars (\$100,000.00). A copy of each signed contract shall be filed with the Purchasing Department.

Sec. 2-61. Multi-term contracts.

1. **Specified Period.** A contract for supplies or services may be entered into for a period of time not to exceed five (5) years, provided the term of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. If the contract permits; the contract performance has been acceptable; and the prices continue to be competitive as determined by the Purchasing Officer, the county may exercise unilateral options to extend the term of the contract for consecutive twelve month periods. As stated above, in no case may the term of the contract exceed five (5) years. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. All multi-term contracts shall contain a clause stating that, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled.

INSPECTION OF PLANT AND AUDIT OF RECORDS

Sec. 2-62. Inspection of Plant and Audit of Records.

1. Right to inspect plant. Georgetown County may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor that is related to the performance of any contract awarded or to be awarded by Georgetown County.
2. Right to Audit Records. Georgetown County may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.

Sec. 2-63. Reports and Records.

1. Reporting of Anticompetitive Prices. When, for any reason, collusion or other anticompetitive prices are suspected among any bidder or offeror, a notice of relevant facts shall be sent to the County Attorney.
2. Procurement Records. All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained in a contract file in accordance with procurement regulations.
3. Retention of Purchasing Records. All purchasing records shall be retained and disposed of in accordance with record retention guidelines and schedules approved by the SC Department of Archives and History. If a contract is being funded in whole or in part by assistance from a Federal Agency or other grant agency, then all purchasing records pertaining to that contract shall be maintained for the specified period.

REGULATION FOR SALE, LEASE, TRANSFER, AND DISPOSAL

Sec. 2-64. Regulations for sale, lease, transfer and disposal. Subject to existing provisions of law, the County shall promulgate regulations governing:

1. The sale, lease, or disposal of surplus supplies by public auction, competitive sealed bidding, or other appropriate methods designated by such regulations;
2. The transfer of excess supplies between agencies and departments.
3. Allocations of proceeds for sale or disposal of surplus supplies.
4. Trade –in sales

Trade-in Value. Unless otherwise provided by law, governmental bodies may trade-in personal property, the trade-in value of which may be applied to the procurement or lease of like items.

Sec. 2-65 Disposal of County Real Estate or Real Property

It shall be the policy of the County to offer for sale, at fair market value, all surplus real property owned by the County. Surplus real property may be sold to adjacent owners when, as determined by the County Administrator such property is usable by the adjacent property owner(s). When property is sold, adequate legal provisions shall be made so that no owner will be denied access to his or her property as a result of the sale.

1. Appraisal of Property. All surplus real properties must be appraised, internally or externally, to determine fair market value.
2. Management Review and Recommendation. When it is determined that real property is no longer needed for current or future use by a department, it shall be considered surplus for review by County Council. Following review, the County Administrator will request authorization from County Council to sell that County owned real properties that have been deemed to be surplus.
3. County Council Authorization. County Council must authorize the sale of any surplus real property. Authorization shall be made in County Council meetings by ordinance on the specific property to be offered for sale.
4. Sale of Real Property. After County Council authorization, surplus property will be sold according to the following procedures:
 - (a) Properties Valued at \$25,000 or less. The County Administrator shall make arrangements for the sale of surplus properties valued at \$25,000 or less through negotiation considering the fair market value or, if after a reasonable negotiation or attempt to sell occurs, an alternate acceptable price resulting therefrom.
 - (b) Properties Valued at more than \$25,000. The County Administrator, or their designees, in addition to other provisions found in this section, shall have the ability to sell properties valued more than \$25,000 in the following manners:
 - (i) Online Advertisement
 - (ii) Online Auction Sites
 - (iii) Real Estate Listing Agency
 - (iv) Sealed Bid with a minimum offer requirement
 - (v) Exchange for alternative property, i.e. a land swap

It is in the best interest of Georgetown County to have flexibility with respect to real property sales as each situation presents a unique set of circumstances. The procedures listed above meet the intent of this section so long as the process used is reasonable considering the characteristics of the subject property.

5. Exceptions.

- (a) Community Development properties will be sold in accordance with all applicable federal government regulations.
- (b) Notwithstanding the above rules and regulations, and except for Community Development property, the County Council may authorize the County Administrator to dispose of real property by other legal methods.

Sec. 2-66. Disposal of County Owned Surplus Personal Property

- 1. County owned property will be disposed of through public auction or through taking publicly advertised sealed bids with approval of County Council where feasible.
- 2. All departments shall submit in written form a listing of all supplies, materials and equipment that are no longer used or have become obsolete, worn out or scrapped. The Purchasing Officer or designee has the authority to transfer items that are usable to another department.
- 3. The Purchasing Officer or their designee as appointed by the County Administrator, is the only person authorized to sell supplies, materials and equipment that cannot be used by any other department. Sale may be offered through competitive sealed bids or public auction and sold to the highest bidder.
- 4. Proceeds from sale of surplus property will be deposited into the appropriate fund (not department) less expense of the sale, as directed by the County Administrator.

ADMINISTRATIVE RESOLUTION OF CONTROVERSIES

Sec. 2-67. Administrative Resolution of Controversies

- 1. Right to Protest; Exclusive Remedy. Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Officer within seven (7) business days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any addendum thereto, if the addendum is at issue.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Purchasing Officer within seven (7) business days of the date that award or notification of intent to award, whichever is earlier, is posted in accordance with this code.

The rights and remedies granted in this article to a disappointed bidder, offeror, contractor, or subcontractor is to the exclusion of all other rights and remedies of such disappointed bidder, offeror, contractor, or subcontractor against the County of Georgetown at common law or otherwise for the loss or potential loss of an award of a contract under the Georgetown County Procurement Policy.

2. Protest Procedure. A protest shall be in writing, submitted to the Purchasing Officer and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.
3. Duty and Authority to Attempt to Settle Protests. Prior to commencement of an administrative review the Purchasing Officer, or designees thereof shall attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, contractor, or subcontractor, actual or prospective, concerning the solicitation or award of the contract. The Purchasing Officer or designees thereof shall have the authority to approve any settlement reached by mutual agreement with approval of the County Administrator.
4. Administrative Review and Decision. If in the opinion of the Purchasing Officer, after reasonable attempt, a protest cannot be settled by mutual agreement, the Purchasing Officer shall promptly conduct an administrative review. The Purchasing Officer shall issue a decision in writing within seven (7) business days of completion of the review. The decision shall state the reason for the action taken.
5. Notice of Decision. A copy of the decision along with a statement of appeal rights shall be mailed or otherwise furnished immediately to the protestant.
6. Finality of Decision. A decision shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the County Administrator within seven (7) business days of posting of the decision. The request for review shall be directed to the County Administrator in writing with a copy sent to the Purchasing Officer, setting forth the reasons why the person disagrees with the decision of the Purchasing Officer.
7. Stay of Procurement during Protests. In the event of a timely protest under paragraph 1 above, the County shall not proceed further with the solicitation or award of the contract until a decision is rendered by the Purchasing Officer or, in the event of a timely appeal to the County Administrator, until a decision is rendered by the County Administrator; provided, however, that solicitation or award of a protested contract will not be stayed if the County Administrator, after consultation with the Purchasing Officer and with the head of the using department, makes a written determination that the solicitation or award of the contract without delay is necessary to protect the best interest of the County.

Sec. 2-68. Authority to debar or suspend.

1. Authority. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Officer, after consultation with the County Administrator, shall have authority to debar a person for cause from consideration for award of contract for a period of not more than five (5) years.
2. Causes for debarment or suspension. The causes for debarment or suspension are as follows:
 - (a) Conviction for commission of a criminal offense as incident to obtaining or

attempting to obtain a public or private contract or subcontract.

- (b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty.
 - (c) Conviction under state or federal antitrust statutes.
 - (d) Violation of contract provisions, set forth below, of a character which is regarded by Purchasing Officer to be so serious as to justify debarment action:
 - (1) Deliberate failure without good cause to perform in accordance with the specification or time limit provided in the contract: or
 - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts.
 - (e) Any other cause the Purchasing Officer determines to be so serious and compelling as to affect responsibility of a contractor, including debarment by another governmental entity for cause.
3. Decision. The Purchasing Officer shall issue a written decision to debar or suspend within seven (7) business days of the completion of this administrative review of the matter. The decision shall state the reason for the action taken. A copy of this decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.
4. Finality of Decision. The decision under paragraph 3 of this section shall be final and conclusive, unless fraudulent, or the contractor appeals administratively within seven (7) business days to the County Administrator.

Sec. 2-69. Authority to Resolve Contracts and Breach of Contract Controversies.

- 1. Applicability. This section applies to controversies between Georgetown County and a contractor, which arise under or by virtue of, a contract between them. This includes, without limitation; controversies based on breach of contract, mistakes, misrepresentation or other cause for contract modification or rescission.
- 2. Authority. The Purchasing Officer is authorized, prior to the commencement of an action in a court concerning the controversy, to settle and resolve a controversy described in paragraph 1 of this section.
- 3. Failure to Render a Timely Decision. If the Purchasing Officer does not issue the written decision under this section within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the contractor, the contractor may proceed as if an adverse decision had been received.

REMEDIES

Sec. 2-70. Remedies Prior to an Award.

1. If prior to award of a contract, it is determined that the solicitation or award is in violation of law, then the solicitation or proposed award may be:
 - (a) canceled;
 - (b) revised to comply with the law and rebid; or
 - (c) award in a manner that complies with the provisions of this code.

Sec. 2-71. Remedies after an Award.

If after an award it is determined that a solicitation or award of a contract is in violation of law, then:

1. If the person awarded the contract has not acted fraudulently or in bad faith:
 - (a) The contract may be ratified and affirmed, provided it is determined that by doing so is in the best interest of Georgetown County.
 - (b) The contract may be terminated and the person awarded the contract may be, but is not required to be, compensated for actual expenses reasonably incurred under the contract prior to termination.
2. If the person awarded the contract has acted fraudulently or in bad faith:
 - (a) The contract may be declared null and void with no compensation.
 - (b) The contract may be ratified; if such action is in the best interest of Georgetown County without prejudice to the County's right to such damages as may be appropriate.

Sec. 2-72. Frivolous Protests.

1. Signature on Protest Constitutes Certificate. The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension modification, or reversal of existing by law, and that it is not interposed for any proper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement of the litigation.

Sec. 2-73. Appeal to the County Administrator.

The County Administrator shall afford a swift resolution of the controversies submitted.

Request for review of other written determinations, decisions, policies, and procedures as arise from or concern the procurement of supplies, services, or construction procured in accordance with the provisions of this policy and the ensuing regulations; provided that any matter which could have been brought before the Purchasing Officer in a timely and appropriate manner, but was not shall not be the subject of review. Request for review under this paragraph shall be submitted to the County Administrator in writing with a copy of the appeal submitted to the Purchasing Officer, setting forth the grounds, within seven (7) business days of the date of such written determinations, decisions, policies, and procedures.

Unless an action has been initiated in the courts for essentially the same cause of action, the County Administrator shall have authority to review and determine:

1. Any protest of a solicitation or award of a contract appealed to the County Administrator by an actual or prospective bidder or offeror or a contractor.
2. Any appeal by an aggrieved party from a determination by the Purchasing Officer authorized in Section 2-67.
3. Direct appeal of any award made under Section 2-47.

Sec. 2-74. Rules of Procedure.

1. Time Limit for Filing an Appeal. For an appeal under Section 2-67, the aggrieved person shall file an appeal with the County Administrator in writing with a copy of the appeal submitted to the Purchasing Officer, setting forth the grounds, within seven (7) business days of the date of such written determinations. For an appeal under Section 2-68 the aggrieved person shall file an appeal with the County Administrator within seven (7) business days of the date of such written determinations.
2. Decision. Upon receipt of an appeal from an aggrieved party, the County Administrator shall conduct an administrative review of the appeal and within seven (7) business days shall affirm, alter or deny the decision rendered by the Purchasing Officer. In matters designated by the County Administrator as complex, the County Administrator shall record their determination within thirty (30) calendar days.
3. Appeal of the County Administrator's Decision. Any person receiving an adverse decision by the County Administrator may appeal to County Council within seven (7) business days of the date of such written determination. County Council may hear an appeal from the County Administrator's decision at their next regularly scheduled meeting so long as an action in Court has not yet been instituted. The appeal shall be made in writing, sent to the attention of the Clerk of Council, with the County Administrator, Purchasing Officer, and County Attorney copied on the written appeal. The decision rendered by County Council shall be final.

COOPERATIVE PURCHASING

Sec. 2-75. Cooperative Purchasing Agreements

The Purchasing Officer may procure items, to include but not limited to supplies, equipment or services through cooperative purchasing agreements with an external procurement activity:

1. Cooperative Purchasing Authorized. Any public procurement unit may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts which shall be made available to local public procurement units, or except as may otherwise be limited by the board through regulations.
2. Acquisition or Use of Supplies By a Public Procurement Unit - Any public procurement unit may sell to, acquire from, or use any supplies belonging to another public procurement unit or external procurement activity, provided, that such procurement shall take place only when the procuring entities have good reason to expect the intergovernmental procurement to be more cost effective than doing their own procurement.
3. Any public procurement unit may enter into an agreement with any other public procurement unit or external procurement activity for the cooperative use of supplies or services under the terms agreed upon between the parties; provided, that such cooperative use of supplies or services shall take place only when the public procurement units have good reason to expect the cooperative use to be more cost effective than utilizing their own supplies and services.
4. Joint Use of Facilities
The County may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.

Sec. 2-76. Examples of Cooperative Purchasing, External Procurement Activities:

1. Contracts established by the purchasing division of the State of South Carolina or other states.
2. Contracts which are awarded competitively for use by state and local governments in a purchasing alliance to pool the purchasing power of public agencies such as OMNIA Partners, Sourcewell, NPPGov, BuyBoard, etc.
3. U.S. General Services Administration (GSA) Schedules (also referred to as Federal Supply Schedules) which are contracts competitively awarded by GSA and establish long term contracts with commercial concerns. Services can be ordered directly from GSA Schedule contractors. GSA makes the determination which schedules are available for use by states, counties and municipalities.

ETHICS IN PUBLIC CONTRACTING

Sec. 2-77. Ethics in Public Contracting.

1. Criminal Penalties. To the extent that violations of the ethical standards of conduct set forth in this article constitute violations of the South Carolina State Criminal Code, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this part. Criminal, civil, and administrative sanctions against employees or non- employees, which are in existence on the effective date of this Ordinance, shall not be impaired.
2. Employee Conflict of Interest. Except as provided for in “Purchasing Policies”, Item No. 10, of this manual, it shall be unethical for any County employee to participate directly or indirectly in a procurement contract when the County employee knows that:
 - (a) The County employee or any member of the County employee’s immediate family has a financial interest pertaining to the procurement contract.
 - (b) Any other person, business, or organization with which the County employee or any member of a County employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
 - (c) A County employee or any member of a County employee’s immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

Sec. 2-78. Gratuities and Kickbacks.

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give, any County employee or former County employee, or for any County employee or former County employee to solicit demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program equipment or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
2. Kickbacks. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement of the award of a subcontractor order.
3. Prohibition against Contingent Fees. It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

4. Contemporaneous Employment Prohibited. It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become the employee of any person contracting with the governmental body by which the employee is employed.
5. Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest. The County Administrator may grant a waiver from the employee conflict of interest provision upon making a written determination that:
 - (a) The contemporaneous employment or financial interest of the County employee has been disclosed.
 - (b) The County employee will be able to perform its procurement functions without actual or apparent bias or favoritism.
 - (c) The award will be in the best interest of the County.
6. Use of Confidential Information. It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
7. Sanctions.
 - (a) Employees. In addition to any remedies available in the personal policy as amended, the County Administrator may impose any one or more of the following sanctions on a County employee for violations of the ethical standards in this Section:
 - (1) Oral or written warnings or reprimands;
 - (2) Suspension with or without pay for specified periods of time; or
 - (3) Termination of employment.
 - (b) Non-employees. The Purchasing Officer, subject to approval of the County Administrator may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards;
 - (1) Written warnings or reprimands.
 - (2) Termination of contract.
 - (3) Debarment or suspension as provided in Sec. 2-68 (Authority to Debar or Suspend)

ASSISTANCE TO MINORITY BUSINESSES

Sec. 2-79. Assistance to Disadvantaged Business and Minorities.

1. Disadvantaged business defined. A “disadvantaged business” is a small business that is owned or controlled by a majority of people, not limited to members of minority group, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.
2. Solicitation of Disadvantaged Businesses. The Purchasing Officer shall maintain a bidder's list of small and disadvantaged businesses, and shall solicit those firms on such list for each procurement for which they are qualified.
3. Minority business assistance. The Purchasing Officer shall conduct the affairs of the Purchasing Office consistent with the State of South Carolina Code of Laws as promulgated in Title 11, Chapter 35, Article 21 of the South Carolina consolidated Procurement Code, (Assistance to Minority Businesses), or as amended.

DONE, RATIFIED AND ADOPTED THIS 25th DAY OF AUGUST, 2020.

John Thomas
Georgetown County Council Chairman

ATTEST:

Theresa Floyd
Clerk to Council

Detailed Listing of Ordinance Changes

Responsibilities & Functions of the Purchasing Office

Removed old m), o), p) that is normally performed by other County staff. Old n) became m) and added new (n) "Title and register all county vehicles and applicable heavy equipment" and (o) Maintain certificates of insurance files for vendors who perform services on county property" to match current practice.

Item #9, changed from County Council to County Administrator.

Purchasing Policies

Removed items #1 per recommendations from County staff and #12.

Sec. 2-40. Purpose, Applicability

#1 (a) Added as amended after Ethics Act reference.

Sec. 2-41. Definitions

Added/updated the following definitions: Award, Bid Security, Business Days, Contract Amendment, Data Processing, Employee, Responsive Bidder, Services, Supplies, Removed "Telecommunications" definition, Using Agency.

Sec. 2-42. Public access to procurement information

Updated language throughout with County Attorney. Removed old items (a) – (d) that are subject to FOIA requests and added new items (a) – (c).

Sec. 2-43. Compliance with State and Federal regulations

Updated Records Retention to be electronically according to SC records retention schedule. Their policy is currently be updated as well so the exact number of years may be changing.

Removed old item #4 as that information is already is already included in the previous Sec. 2-42.

Sec. 2-44. Purchasing Officer-

Removed inapplicable language "as well as the management and disposal of supplies" currently performed by others.

Sec. 2-45. Duties of County Attorney

Added "and/or initial contract templates".

Sec. 2-46. Organization of Public Procurement

Removed old item #2 (a)-(b).

Added following exemptions: Professional Associations, Medicine/Drugs, Grant Consulting Services, Health & Property Insurance, Used items & equipment as determined to be in the County's best interest

and approved by the County Administrator, updated old (k) to new (p) language to include computer engineers, website designers, software analysts, and recurring license renewals for software.

Sec. 2-47. Methods of Source Selection

Added Sec. 2-52 Micro Purchases

Sec. 2-48. Competitive sealed bidding

Item #1, updated threshold from \$10,000 to \$30,000. Moved last sentence from item #1 to item #2.

Item #3, updated language from “notice” to “advertisement” and from “newspaper of general circulation” to “a minimum of two (2) publications, which can be electronic”.

Removed item #4 Facsimile bids. See new Electronic bidding section.

Item #7, corrected Chapter reference from incorrect “3” to correct “4”.

Item #8 (b), added “services”.

Item #12, updated amount from \$50,000 to \$100,000 for County Administrator, and \$50,001.00 to \$100,000.01 for County Council. Also added “Delivery date” to item #12 (a). Also, corrected percentage from 2% to 5% to match current Local Vendor Preference.

Item #13. Award of Bid. Updated approval thresholds as follows: Purchasing Officer up to and including \$50,000, County Administrator up to and including \$100,000, County Council \$100,000.01 and over.

Removed old item #14 that said “[not used]”. Replaced with new item #14 Change Order language to read as follows: “14. Change Orders. The total amount of change orders under any single contract shall not exceed 50% of the original contract value, unless approved in advance and in writing by the County Administrator or County Council as applicable, dependent upon the dollar value of the change order.”

Removed old item #16. Multi-Step Sealed Bidding as this is the same as Request for Qualifications.

Item #15. Single Response to a Solicitation. Removed mandated rebid if one bid is received (this usually causes single bidder to increase their prices on the rebid), added Sec. 2-54 reference to sole source procurement.

Item #16. Request for Qualifications. Added language about evaluation matrix and section (a) Interviews with Interested Firms.

Item #17. Minor Informalities and Irregularities in Bids. Added new item (g) “failure of a bidder to furnish the Exceptions Page, provided that confirmation of the missing page means no exceptions were taken”. Removed old item (k) “failure of a bidder to furnish its bidder number” as we do not assign bidder numbers.

Changed old Sec. 2-49. Brand Name or Equal Specification to Item #18 under Sec. 2-48 Competitive sealed bidding and changed from “or Equal” to “Only”.

Sec. 2-49. Electronic Bidding & Reverse Auctions.

Added this new section entirely, items #1-4.

Sec. 2-50. Local Preference

Replaced outdated language with current Local Vendor Preference as listed in Ordinance #2014-02.

Changed \$10,000 to \$30,000 to match new bidding threshold.

Sec. 2-51. Competitive sealed proposals.

Item #2. Notice. Updated language to match changes made under competitive sealed bidding section.

Removed old item #3, as that is a request for qualification.

Per the above, old item #4 now becomes item #3, added evaluation matrix language to match competitive sealed bidding section. Removed language about obtaining bids from top two prospective bidders as that is a request for qualifications.

Removed old item #5. Development of Request for Proposal (RFP) as everyone is different and is dependent upon the commodity.

Removed old item #7. Request for Qualifications as that was already included in Sec. 2-48.

Removed old item #8. Receipt of Responses as that was already included in Sec. 2-48.

Old item #9 became new item #16 (a) under Sec. 2-48.

Old item #10 became new item #5. Evaluation Factors, Selection, and Ranking. Incorporated (g) and (h) as part of the paragraph section since these are not evaluation factors. Combined old item #12 Selection and Ranking into new item #5.

Old item #11 became new item #6. Discussion with Offerors. Removed last sentence that stated "All offerors whose proposals need clarification shall be afforded such an opportunity" as this should be a County decision whether or not we need to seek clarification.

As stated above, old item #12 combined with new item #5.

Removed old item #13, notice of selection and ranking. We inform all vendors who submitted proposals after ranking is finalized and award is approved.

Old item #14 became new item #7, removed "in the sole discretion of the procuring department" in sections (a) and (b). Changed (d) from "all responsive offerors" to "previously negotiated offerors".

Removed old item #15. Award as there is already similar language in Sec. 2-51.

Removed old Sec. 2-52. Negotiations after Unsuccessful Competitive Sealed Bidding entirely as there is already similar language in #7 (d).

Sec. 2-52. Micro Purchases

Added this new section to match language used in federal procurements. Increased threshold amount from \$1,000 to \$5,000.

Sec. 2-53. Small Purchases

Increased amounts from \$1,000.01-\$10,000 to \$5,000.01-\$30,000.

Sec. 2-54. Sole Source Procurement

Added “but does not have to meet all of these criteria”. Also per County Attorney and recommendations from County staff, added item #5, “Specialized projects where the continuation of a professional service contract is imperative to the success and efficiency of a project, subject to the County Administrator’s approval.”

Sec. 2-56. Architect-Engineer and Land Surveying Services-Public Announcement and Selection Process

Removed “no less than three (3) firms”. Changed “by the department requesting the service” to “in the solicitation”.

Sec. 2-57. Participation in Auctions

Bulleted out (a) – (d)

Sec. 2-58. Cancellation of Invitation for Bids, Request for Proposals, or Other Solicitations

Updated title of section to include “or Other Solicitations”. Removed “when it is for good cause”.

Sec. 2-59. Responsibility of Bidders and Offerors

Item #2. Determination of Non-Responsibility. In first sentence removed “in accordance with standard operating procedures promulgated” and removed “with approval of County Administrator”.

Item #3. Right of Nondisclosure. Added “Evaluation Committee”.

Item #4. County Standards of Responsibility. Added to 4. (b) “with the County and/or other entities”.

Item #5. Duty of Contractor to Supply Information. Added “by the specified deadline”. Removed from end of last sentence “or may find the prospective contractor nonresponsible if such failure is unreasonable”.

Item #8. Written Determination of Nonresponsibility. Removed from end of last sentence “and the minutes of the County Council meeting at which the recommendation was made”.

Removed Item #9 & 9 (a) as we do not prequalify our bidders before they can be added to our bidders list. This is open for anyone to register as a bidder with us, which we now do electronically.

Old item #10 & #11 became new items #9, #10, and #11, bond language was updated accordingly. Changed number of days to receive from 10 to 14 as it can take some time to receive performance and payment bonds from vendors. Removed bid bond not required language for firms that have been in business for 5 yrs.

Sec. 2-60. Types of Contracts

Removed “provided that the use of a cost plus-a-percentage of cost contract is prohibited”.

Increased thresholds to \$100,000 for County Administrator and County Council in excess of \$100,000. After discussions with the Finance Director, we have removed the end of the last sentence regarding Finance Director needing to be notified of the terms of each contract.

Sec. 2-61. Multi-term contracts

Removed “No contract base period shall be for more than twenty-four (24) months” as our standard is a one (1) yr. term with four (4) optional one (1) year renewals where we review the contract and decide to renew or rebid annually. Removed “Provided, however, that the County Administrator concurs with the Purchasing Officer’s negotiation with the proposed supplier” and removed item #2 (a) and (b).

Sec. 2-63. Reports and Records

Removed item #4 & #5 entirely after discussing with the Finance Director.

Sec. 2-64. Regulations for sale, lease, transfer and disposal

Removed item #4 and the majority of #5 after discussing with County Attorney.

Sec. 2-65. Disposal of County Real Estate or Real Property

Rewrote per language provided by County Attorney. Old item #5 & #6 were removed.

Sec. 2-66. Disposal of County Owned Surplus Property

Item #2, removed last sentence “A transfer form should be submitted to Purchasing”.

Item #3, added “or their designee as appointed by the County Administrator”.

Removed item #4.

Item #5, added to the end of sentence “as directed by the County Administrator”.

Sec. 2-67. Administrative Resolution of Controversies

Updated language throughout. Changed all days to seven (7) business days. Removed any mention of Procurement Review Panel and replaced with decision by County Administrator. So new order for protests is 1) Purchasing Officer, 2) County Administrator, and 3) County Council.

Sec. 2-68. Authority to debar or suspend

Changed 14 days to 7 business days.

Sec. 2-70. Remedies Prior to an Award

Minor bulleting corrections and very small language corrections.

Sec. 2-72. Frivolous Protests

Per County Attorney, removed item #2, not accurate.

Sec. 2-73. Changed from Appeal to “Procurement Review Panel-Jurisdiction” to “County Administrator”

Updated language throughout. Changed all days to seven (7) business days. Removed any mention of Procurement Review Panel and replaced with decision by County Administrator. So new order for protests is 1) Purchasing Officer, 2) County Administrator, and 3) County Council.

Sec. 2-74. Rules of Procedure

Updated language throughout. Changed all days to seven (7) business days. Removed any mention of Procurement Review Panel and replaced with decision by County Administrator. So new order for protests is 1) Purchasing Officer, 2) County Administrator, and 3) County Council.

Sec. 2-75. Cooperative Purchasing Agreements

After consulting with the County Attorney, removed code language and removed item #1 paragraph 2 regarding 30 day notice for a solicitation.

Sec. 2-76. Examples Cooperative Purchasing, External Procurement Activities:

After consulting with the County Attorney, removed code language from item #1.

Item #2, many cooperatives have merged/changed names so updated language accordingly with active cooperative agreements.

Item #3, removed “to provide access to over 10,000,000 commercial supplies”.

Sec. 2-77. Ethics in Public Contracting

Item #2, replaced “Paragraph 11, Page 3” with “Item No. 10”.

Sec. 2-78. Gratuities and Kickbacks

Item #7 (a), added “In addition to any remedies available in the personal policy as amended”.

Sec. 2-79. Assistance to Disadvantaged Business and Minorities

After consulting with the County Attorney, updated/removed code language as appropriate.

Other Misc. Changes

Changed “Procurement Officer” to “Purchasing Officer” throughout document to match current position title.

Changed any reference of “the Board” to “County Council”.

Incorporated electronic methods/language throughout as appropriate.

For all protest related sections, changed timeframes to seven (7) business days. Replaced any mention of “Procurement Review Panel” with “County Administrator”. So new order for protests is 1) Purchasing Officer, 2) County Administrator, and 3) County Council.

Item Number: 12.a
Meeting Date: 7/28/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-34 - To rezone approximately 6.7 acres located at 13707 Ocean Highway, 39 Otis Drive, 16 Otis Drive and 97 Otis Drive from the Litchfield Oaks Planned Development (PD) to General Commercial (GC)

A request from Dan Stacy as agent for Owens Holdings Litchfield, LLC, Dr. Charles F. Wright, EBB Real Estate Holdings, LLC and Thomas W. Fox to rezone approximately 6.7 acres from the Litchfield Oaks Planned Development (PD) to General Commercial (GC). The properties are located at 13707 Ocean Hwy, 39 Otis Drive, 16 Otis Drive and 97 Otis Drive in Pawleys Island. TMS# 04-0414-005-00-00, 04-0414-005-02-00, 04-0414-005-06-00 and 04-0414-005-05-00. Case # REZ 5-20-25414.

CURRENT STATUS:

The property is zoned Planned Development (PD). The commercial portion currently contains a liquor store, a dentist office, a dance studio, an auto repair facility and an office building.

POINTS TO CONSIDER:

1. The applicant filed a request to remove four parcels from the Litchfield Oaks Commercial Planned Development. The PD was created in 1994 and currently contains 12.64 acres.
2. The application also includes minutes from a January 30, 2020 meeting of the Litchfield Oaks POA in which the Board agrees to terminate their private covenants and apply to modify the PD to allow all owners except for Otis Litchfield 7.6 LLC (TMS 04-0414-005-03-00) to "withdraw and be zoned by the county". The application states "The owners have elected to withdraw from Planned Development and seek to be zoned under the Georgetown County ordinance."
3. The setbacks for this PD are 50' front, 10' side, 15' rear and 25' along exterior property lines. Properties along Highway 17 have a 90' front yard setback. Previously many planned developments were approved with 50' front yard setbacks. The PD was also approved with additional landscaping and signage requirements that would no longer be in effect if the parcel is zoned GC.

Owens Liquor Store (13707 Ocean Highway) was built in 2008 according to the PD setbacks. If this parcel is rezoned to GC, it will be nonconforming in terms of its location and could not be rebuilt in the same spot if damaged beyond 50%. The existing building is located 54.90 feet from the front property line. Correspondence in the file for this project also referred to a future retail structure to be built on this parcel. Under GC, the applicant would not be able to have multiple uses on a parcel without site plan review from the Planning Commission and County Council or a subdivision of the tract. The parcel contains 2.5 acres. Liquor stores are allowed uses in the GC zoning district.

Dr. Charles Wright's office (39 Otis Dr.) is located 99.87 feet from the front property line with Highway 17. This parcel contains 43,330 square feet. Medical offices are allowed uses in the GC zoning district.

The HIA building (16 Otis Dr.) is located 49.94 feet from the front property line. If this parcel is rezoned to GC, it will also be nonconforming in terms of its location and could not be rebuilt in the same spot if damaged beyond 50%. This parcel contains 36,785 square feet. Offices are allowed uses in the GC zoning district.

The Litchfield Dance Arts Academy (97 Otis Drive) does not have frontage on Highway 17. It appears to meet the GC setback requirements based on the County's aerial photo. Under GC, the applicant would not be able to place a second structure on the parcel without site plan review from the Planning Commission and County Council or a subdivision of the tract. The parcel contains 2.2 acres. Dance schools are allowed uses in the GC zoning district.

4. Vendors are not allowed in this PD, but would be allowed under GC zoning. Only one vendor would be allowed per parcel.

5. Removing these four parcels from the PD would leave approximately 4.8 acres owned by Otis Litchfield 7.6 LLC for the Litchfield Oaks Commercial PD. This exceeds the minimum requirement of two acres for a PD.

6. The purpose of a planned development is to provide opportunities to create more desirable environments through the application of flexible and diversified land development standards under a comprehensive plan and program that is professionally prepared. The Planned Development District is intended to be used to encourage the application of new techniques and technology to community development which will result in superior living or development arrangements with lasting values. It is further intended to achieve economics in land development, maintenance of street systems and utility networks while providing building groupings for privacy, usable attractive open space, buffer zones, safe circulation and the general well-being of the inhabitants.

The existing structures were built with the flexibility afforded by the Planned Development process. Removing these structures from the PD could also remove the economics of land development and useable, attractive spaces created by original land plan.

7. In order to avoid a rezoning that would create a nonconformity in terms of a front yard setback for two buildings and to ensure the continuity of the development arrangements prepared for this tract, staff recommended denial of this request. The owners could apply to amend their PD to address any existing concerns about PD requirements.

8. The Planning Commission held a public hearing on this issue at their June 18th meeting. The applicant's agent and one other resident came forward to speak. Discussion followed concerning subsequent buyers, the establishment of a precedent, amending the Planned Development and vendors. The Commission voted 4 to 3 to approve the request to rezone the parcels from PD to GC.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-34 Litchfield Oaks	Ordinance
▣ litchfield oaks location map	Exhibit
▣ litchfield oaks zoning map	Exhibit
▣ litchfield oaks aerial map	Exhibit
▣ litchfield oaks 4 lots attach	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-34

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBERS 04-0414-005-00-00, 04-0414-005-02-00, 04-0414-005-06-00 AND 04-0414-005-05-00 LOCATED AT 13707 OCEAN HIGHWAY, 39 OTIS DRIVE, 16 OTIS DRIVE AND 97 OTIS DRIVE FROM THE LITCHFIELD OAKS PLANNED DEVELOPMENT (PD) 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 04-0414-005-00-00, 04-0414-005-02-00, 04-0414-005-06-00 AND 04-0414-005-05-00 LOCATED AT 13707 OCEAN HIGHWAY, 39 OTIS DRIVE, 16 OTIS DRIVE AND 97 OTIS DRIVE FROM THE LITCHFIELD OAKS PLANNED DEVELOPMENT (PD) TO GENERAL COMMERCIAL (GC) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

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

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 20-34, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant, JD

First Reading: _____

Second Reading: _____

Third Reading: _____

Owens Holdings, LLC
Property Location
REZ 5-20-25414

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Thomas W. Fox

EBB Real Estate Holdings, LLC

Charles F. Wright

Owens Holdings, LLC

Lot Lines

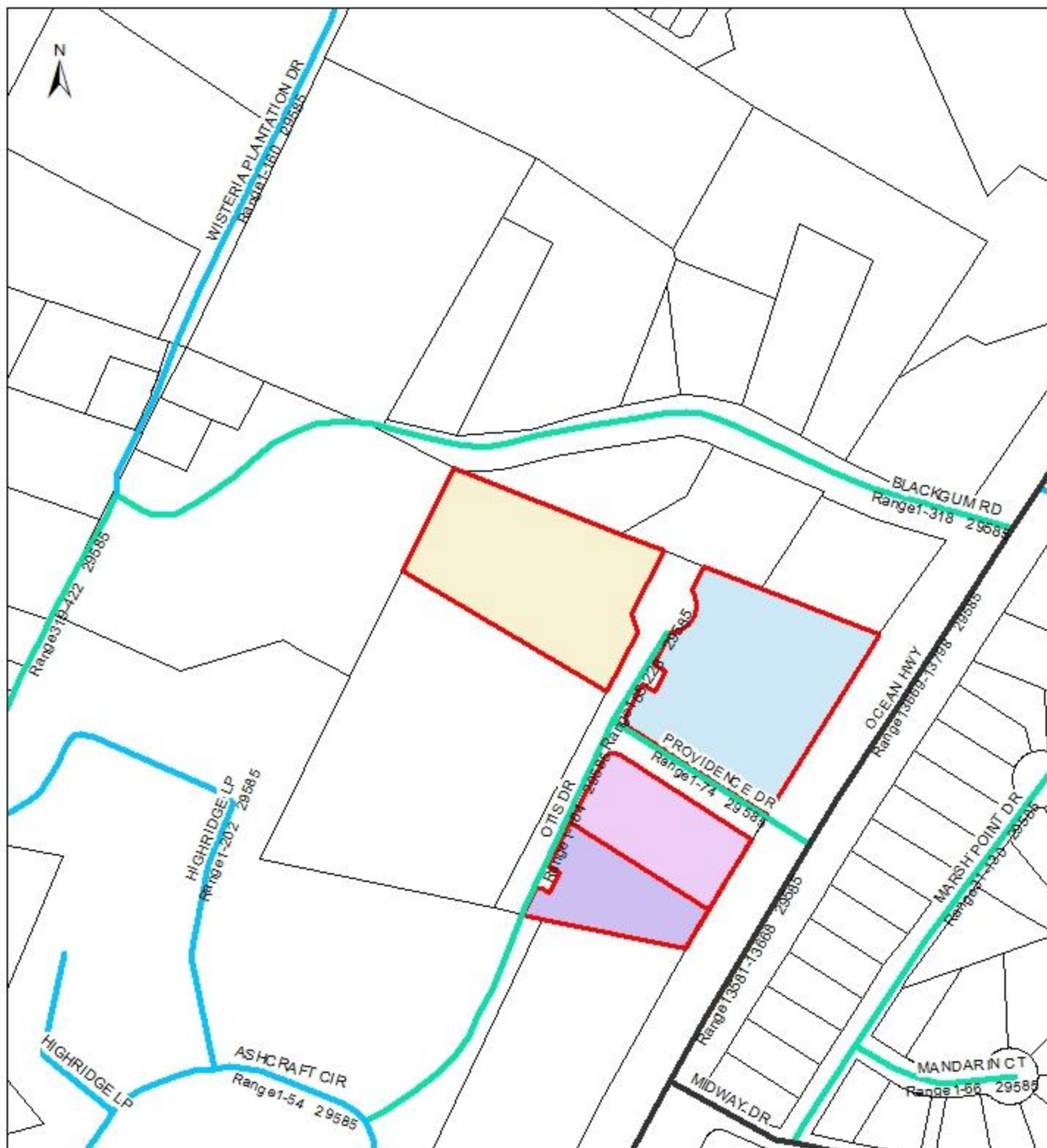
Railroads

Landmarks

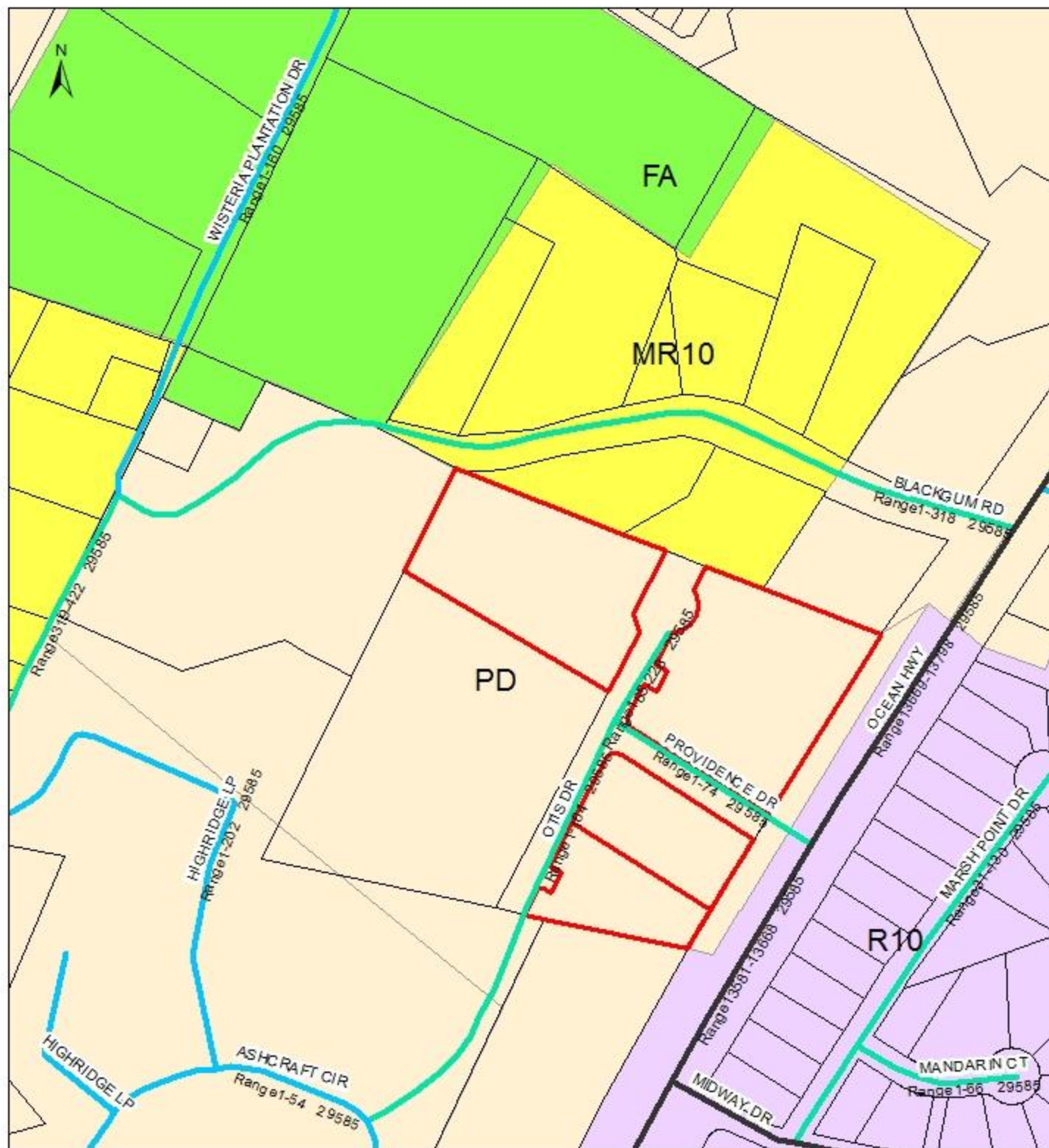
Municipalities

0 80 160 320 480 640 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.



Owens Holdings, LLC
Property Zoning
REZ 5-20-25414



Legend

Streets

Not other values

Maintained By

County

Private

State

Thomas W. Fox

200 Real Estate Holdings, LLC

Charles R. Wright

Owens Holdings, LLC

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GRR

H

U

WHP

MR10

NC

OC

PA

PD

R1

R1.2AC

R10

R1AC

R2

R2.4AC

R3

R4

R5

R6

R7

R8

R9

R10

R11

R12

R13

R14

R15

R16

R17

R18

R19

Municipalities

0 80 160 320 480 640 Feet

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Owens Holdings, LLC
Property Aerial
REZ 5-20-25414

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Thomas W. Fox

□ EBB Real Estate Holdings, LLC

□ Charles F. Wright

□ Owens Holdings, LLC

□ Lot Lines

— Railroads

◆ Landmarks

Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

— Municipalities

0 80 160 320 480 640 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.





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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
☐ A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you area requesting the change to:

Tax Map (TMS) Number: ① 04-0414-005-00-00; ② 04-0414-005-02-00;
③ 04-0414-005-05-00 ④ 04-0414-005-06-00
Street Address: Providence Drive, Otis Drive
City / State / Zip Code: Pawleys Island, SC 29585
Lot Dimensions/ Lot Area: ① 2.49 ac +/-; ② 1.0 +/-; ③ 1.0 +/-; ④ 2.2 +/-
Plat Book / Page: _____
Current Zoning Classification: Planned Development
Proposed Zoning Classification: General Commercial

Property Owner of Record: 1. Owens Holdings Litchfield, LLC; 2. Dr. Charles F. Wright
3. EBB Real Estate Holdings, LLC; 4. Thomas W. Fox & Ilka Fox
Name: _____

Address: HIA
16 Otis Dr.

City/ State/ Zip Code: Pawleys Island SC 29585

Telephone/Fax Numbers: 843-235-8278

E-mail: bbailey@hiacode.com

Signature of Owner / Date: [Signature] 3/9/20

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: Daniel W. Stacy, Jr. - Oxner & Stacy Law Firm, LLC

Address: 90 Wall Street, Unit B

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

Telephone/Fax: 843-235-6747 / 843-235-6650

E-mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date: [Signature] 3/9/20

Signature of Property Owner: [Signature]

Contact Information:

Name: Daniel W. Stacy, Jr.

Address: 90 Wall Street, Unit B, Pawleys Island, SC 29585

Phone / E-mail: 843-235-6747 / dstacy@oxnerandstacy.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.

The owners have elected to withdraw
from Planned Development and seek to
be zoned under the Georgetown County
Zoning Ordinance.

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

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

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

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

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

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

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

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

Property Owner of Record: 1. Owens Holdings Litchfield, LLC; 2. Dr. Charles F. Wright
Name: 3. EBB Rent Estate Holdings, LLC; 4. Thomas W. Fox & Ilke Fox

Address: _____

City/ State/ Zip Code: _____

Telephone/Fax Numbers: _____

E-mail: _____

Signature of Owner / Date: [Signature] Litchfield T.6 LLC
3/9/20

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: Daniel W. Stacy, Jr. - Oxner & Stacy Law Firm, LLC

Address: 90 Wall Street, Unit B

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

Telephone/Fax: 843-235-6747 / 843-235-6650

E-mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date: [Signature] 3/9/20

Signature of Property Owner: [Signature] Litchfield T.6 LLC

Contact Information:

Name: Daniel W. Stacy, Jr.

Address: 90 Wall Street, Unit B, Pawleys Island, SC 29585

Phone / E-mail: 843-235-6747 / dstacy@oxnerandstacy.com

Property Owner of Record:

1. Owens Holdings Litchfield, LLC; @ Dr. Charles F. Wright
3. EBB Real Estate Holdings, LLC; ④ Thomas W. Fox & Ilka Fox ID
Name: Ilka Doubek

Address: 97 Otis Drive

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

Telephone/Fax Numbers: 843.997.4277

E-mail: tomtomffox@cs.com

Signature of Owner / Date: Ilka M. Doubek
Thomas W. Fox

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:

Owner & Stacy
Name: Daniel W. Stacy, Jr. - Law Firm, LLC

Address: 90 Wall Street, Unit B

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

Telephone/Fax: 843-235-6747 / 843-235-6650

E-mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date: DA 8/8/20 3/9/20

Signature of Property Owner: Ilka M. Doubek
Thomas W. Fox

Contact Information:

Name: Daniel W. Stacy, Jr.

Address: 90 Wall Street, Unit B, Pawleys Island, SC 29585

Phone / E-mail: 843-235-6747 / dstacy@oxnerandstacy.com

Property Owner of Record:

Name: Owens Holdings Litchfield, LLC

Address: _____

City/ State/ Zip Code: _____

Telephone/Fax Numbers: _____

E-mail: _____

+ Signature of Owner / Date: [Signature]

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: Daniel W. Stacy, Jr. - Law Firm, LLC ^{Oxner & Stacy}

Address: 90 Wall Street, Unit B

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

Telephone/Fax: 843-235-6747 / 843-235-6650

E-mail: dstacy@oxnerandstacy.com

Signature of Agent/ Date: [Signature]

+ Signature of Property Owner: [Signature]

Contact Information:

Name: Daniel W. Stacy, Jr.

Address: 90 Wall Street, Unit B, Pawleys Island, SC 29585

Phone / E-mail: 843-235-6747 / dstacy@oxnerandstacy.com

Litchfield Oaks POA
Minutes of the Board of Directors
January 30, 2020

The Board of the Litchfield Oaks POA met at the Pawleys Island Library at 5:00 PM on January 30, 2020. Present were Betsy Bailey President, Bill Otis, Secy-Treas, David Owens, and Tom Fox. Bill Otis presented his proxy from Charles Wright. Also present were Ray Strickland with David Owens and Dan Stacey, POA Attorney.

The minutes of the July 12, 2019 were approved as written.

After discussion Betsy Bailey agreed to retract her resignation as President of the POA.

Bill Otis presented a financial summary of 2019 at the January 30, 2020 status of the bank account. The 12/31/2019 bank balance was \$895.91 which matched the Bank Statement. The 1/30/20 bank balance was \$1,875.62. The Apartments paid their share of the sign insurance and there are no receivables or payables. There may still be a contingent liability of failure to file IRS penalties for several back years. All returns have been filed.

Betsy Bailey suggested that the Board consider terminating the POA and PD. She noted that all potential issues could be resolved by doing this, and it appears that the POA has outlived its usefulness to the owners. She asked Dan Stacy to review the process if that is the decision.

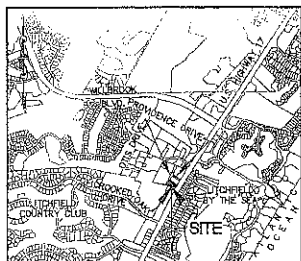
Dan noted that 75% of the votes would have to approve the POA termination and it could be done in a few weeks, that Planning Commission and County Council votes would be necessary, but if 100% of the owners are in favor that should not be a problem. The sign could be an issue because of the perpetual easement to the Apartments. Discussion indicated that only the Otis (required by his lease) and Fox owners had need for a place on the sign.

The PD would be dissolved by each owner signing that they wish to modify the PD by withdrawing and requesting a specific zoning ordinance for their property. The Otis property is the only property big enough to continue under the PD ordinance if desired. Bill Otis thought they would like to consider that. Dan suggested that each owner consider General Commercial rezoning.

Motion was made by Betsy seconded by Bill to: 1. Terminate the private covenants; 2 dissolve the non-profit association; 3. modify the PD to allow all owners except Otis Litchfield 7.6, LLC to withdraw and be zoned by the county. Motion passed unanimously with Bill Otis voting Charles Wright's proxy in favor, subject to later written confirmation by Charles (later Received).

There being no further business the meeting was adjourned.


Bill Otis, Secretary-Treasurer



VICINITY MAP

SCALE: 1" = 200'

STORM

- EXISTING STORM WATER LINE
- PROPOSED STORM WATER LINE
- EXISTING CATCH BASIN & JUNCTION BOX
- PROPOSED CATCH BASIN & JUNCTION BOX
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SILT FENCING
- PROPOSED SWALE
- EXISTING DITCH (REGRADE)
- PROPOSED EASEMENT (DRAINAGE/UTILITY/ACCESS)
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- CATCH BASIN INLET PROTECTION
- YD YARD DRAIN (HYDROPLAST BOX - SEE DETAIL)
- CPPP CORRUGATED PERFORATED PLASTIC PIPE
- CCP CORRUGATED PLASTIC PIPE
- PVC POLYVINYL CHLORIDE PIPE
- HOPE HIGH DENSITY POLYETHYLENE PIPE

THE CONTRACTOR WILL BE REQUIRED TO OBSERVE THE FOLLOWING:

1. IF NECESSARY, SLOPES WHICH EXCEED EIGHT (8) VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS. IN ADDITION TO HYDROSEEDING, IT MAY BE NECESSARY TO INSTALL TEMPORARY SLOPE DRAINAGE DURING CONSTRUCTION. TEMPORARY SEDG MAY BE NEEDED DAILY UNTIL THE SLOPE IS BROUGHT UP TO GRADE.
2. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED, EXCEPT AS STATED BELOW.
 - A. WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SHOW COVER OR OTHER OBSTACLES, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
 - B. WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH-SEEDING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. ALL SEDIMENT CONTROL MEASURES SHALL BE INSPECTED EVERY SEVEN (7) DAYS. IF SITE INSPECTIONS REVEAL THAT ANY OF THE MEASURES ARE NOT OPERATING EFFECTIVELY, MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL, OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEARED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE UTILITY INSTALLATION. FILL COVER AND TEMPORARY STABILIZATION AT THE END OF EACH DAY ARE RECOMMENDED. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERING OF THE STATE.
5. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR FOR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED UPON CONSTRUCTION IS COMPLETED AND THE SITE IS STABILIZED.
6. THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO THE PAVED ROADWAYS DURING CONSTRUCTION. THE TRACKING OF MUD IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE MUD/SLURRY FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE, AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-300 ET SEQ. AND SCR 10000.
8. TEMPORARY DIVERSION DITCHES AND/OR FENCING WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPRISINGS, RUNOFF AND/OR TO DIVERT SEQUENTIAL-LOADS WATER TO APPROPRIATE AREAS.
9. ALL WATERS OF THE STATE (WQS), INCLUDING WETLANDS, ARE TO BE PLACED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE RE-INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WQS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WQS.
10. LITTER, CONSTRUCTION DEBRIS, OIL, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF PRESERVED TREATED LUMBER) AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORM WATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE IN STORM WATER DISCHARGES.
11. ONSITE INSPECTION REPORTS ARE TO BE KEPT AT THE CONSTRUCTION TRAILER DURING AND AFTER CONSTRUCTION.

SEDIMENT AND EROSION CONTROL NOTES:

CONTRACTOR TO PROVIDE SEDIMENTATION AND EROSION CONTROL AS FOLLOWS:
 DURING EARLY PHASES OF CLEARING AND OTHER CONSTRUCTION, CONTRACTOR TO ROUTE DRAINAGE THROUGH NATURAL VEGETATED BUFFER AREAS. PROVIDE SILT FENCING ALONG DRAINAGEWAYS AS SHOWN ON THE DRAWINGS.

ONCE DEFINED SWALES ARE CONSTRUCTED, THE CONTRACTOR WILL PROVIDE AND MAINTAIN SEDIMENTATION CONTROL AT ALL CATCH BASINS, PIPE OUTLETS, AND OTHER CRITICAL AREAS AS SHOWN ON THE DRAWINGS.

CONTRACTOR TO MAINTAIN EROSION CONTROL METHODS DURING ENTIRE COURSE OF CONSTRUCTION AND WILL PREVENT INFILTRATION OF SEDIMENTATION AND EROSION INTO LAKES AND WETLANDS. UNDER NO CIRCUMSTANCES WILL ANY WETLAND AREAS BE UTILIZED FOR SEDIMENTATION BASINS.

SEDIMENTATION AND EROSION CONTROL CONSTRUCTION SEQUENCE NOTE:

- A. CLEARING AND GRUBBING DURING THE BEGINNING OF THE PROJECT.
- B. MAINTAIN EXISTING VEGETATED BUFFERS FOR EROSION AND SEDIMENT CONTROL DURING THE BEGINNING OF THE PROJECT.
- C. INSTALLATION OF SEDIMENT BASINS, TRAPS AND OTHER ITEMS WHERE SHOWN OR REQUIRED BY THE PLANS AND SPECIFICATIONS DURING THE BEGINNING OF THE PROJECT.
- D. INSTALLATION OF FERTILIZER CONTROLS.
- E. ROAD GRADING.
- F. COMPLETION OF THE SITE GRADING.
- G. GRAVITY UTILITY INSTALLATION (WASTEWATER AND STORM WATER).
- H. WATER MAIN AND ELECTRIC, TELEPHONE AND CABLE TELEVISION INSTALLATION.
- I. FINAL GRADING AND LANDSCAPING STABILIZATION.
- J. REMOVAL OF SEDIMENT CONTROLS AT THE END OF THE PROJECT.

GENERAL NOTES

1. THE SITE IS LOCATED ON PANEL 450085 0245 D OF THE FLOOD INSURANCE RATE MAP OF GEORGETOWN COUNTY. REVISED DATE: MARCH 16, 1986.
2. SITE CONTRACTOR IS RESPONSIBLE FOR VERIFYING BENCH MARK.
3. CONTRACTOR WILL COMPLY WITH GEORGETOWN COUNTY TREE ORDINANCE.
4. DISTURBED AREAS TO BE RE-GRADED AS SOON AS POSSIBLE AFTER CONSTRUCTION.
5. CONTRACTOR TO INSTALL AREA DRAINS WITHIN PLANTING AREAS TO ALLOW SURFACE WATER TO FLOW TOWARD VEGETATED AREAS AWAY FROM BUILDING.
6. ENTIRE SITE LOCATED IN SINGLE SOIL TYPE PER THE SOIL SURVEY OF GEORGETOWN COUNTY, S.C. (USDA - SOIL CONSERVATION SERVICE).
 SOIL NAME: LAKELAND
 SOIL DESIGNATION: 369
 HYDROLOGIC SOILS GROUP: A
7. ALL ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM.
8. THE SITE IS LOCATED ON TAX MAP #4-414-5.6.
9. SITE TOPOGRAPHIC SURVEY IS PROVIDED BY ETS, INC. DATED JANUARY 2008.
10. ALL PIPE JOINTS AND COUPLINGS SHALL BE SOIL TIGHT SO THAT NO INFILTRATION OF SOIL WILL OCCUR.
11. CONTRACTOR TO USE SELECT FILL MATERIAL, COMPACTED AND PLACED AT 85% COMPACTION IN PARKING AREAS 88% COMPACTION IN BUILDING PAD AREA.
12. CONTRACTOR SHALL COORDINATE WITH ARCHITECTURAL PLANS FOR RAINWATER DRAIN SIZE & CONNECTIONS TO YARD DRAINS (YD). USE ADS CORRUGATED PLASTIC PIPE FOR CONNECTION TO YARD DRAIN.


Pipe Table (EXISTING)			
Pipe Name	Size	Length	Slope
CPP-5	12"	17' LF.	0.45%
CPP-10	8"	30' LF.	0.25%
CPPP-4	12"	48' LF.	0.45%
CPPP-1	12"	81' LF.	0.45%
CPPP-2	12"	48' LF.	0.45%
CPPP-3	12"	30' LF.	0.45%
CPPP-6	8"	35' LF.	0.25%
CPPP-8	8"	40' LF.	0.45%
PVC-8	10"	42' LF.	0.45%
PVC-7	10"	27' LF.	0.45%

Structure Table (EXISTING)	
Structure Name	Structure Details
5	EOP/GRATE/IN = 15.5 SUMP = 12.0 PVC-5 INV IN = 13.07 CPPP-1 INV OUT = 13.01
YD-1	EOP/GRATE/IN = 15.6 SUMP = 11.1 CPPP-4 INV IN = 12.08 CPP-5 INV OUT = 12.08
YD-2	EOP/GRATE/IN = 15.6 SUMP = 11.3 CPPP-3 INV IN = 12.30 CPPP-4 INV OUT = 12.30
YD-3	EOP/GRATE/IN = 15.7 SUMP = 11.3 CPPP-3 INV IN = 12.53 CPPP-3 INV OUT = 12.53
YD-4	EOP/GRATE/IN = 15.9 SUMP = 11.9 CPPP-1 INV IN = 12.74 CPPP-2 INV OUT = 12.74
YD-5	EOP/GRATE/IN = 15.7 SUMP = 12.3 PVC-7 INV OUT = 12.32
YD-7	EOP/GRATE/IN = 16.7 SUMP = 12.5 PVC-7 INV IN = 13.20 PVC-8 INV OUT = 13.00
YD-8	EOP/GRATE/IN = 17.0 SUMP = 14.0 CPPP-8 INV OUT = 13.00
YD-10	EOP/GRATE/IN = 16.8 SUMP = 13.9 CPPP-8 INV IN = 14.91 CPPP-8 INV OUT = 14.91
YD-11	EOP/GRATE/IN = 16.8 SUMP = 14.8 CPPP-8 INV IN = 14.91 CPPP-8 INV OUT = 14.91

Structure Table	
Structure Name	Structure Details
CB-12	EOP/GRATE/IN = 16.2 HOPE-2 INV IN = 11.49 HOPE-1 INV OUT = 11.49
CB-13	EOP/GRATE/IN = 15.0 HOPE-2 INV IN = 12.01 HOPE-2 INV OUT = 12.01
CB-14	EOP/GRATE/IN = 15.5 HOPE-3 INV OUT = 12.25

Pipe Table			
Pipe Name	Size	Length	Slope
HOPE-1	18"	82' LF.	0.30%
HOPE-2	18"	118' LF.	0.30%
HOPE-3	18"	87' LF.	0.30%

GRAPHIC SCALE
 1" = 20' LF.
 (IN FEET)



HEALTH INFORMATION ASSOCIATES
NEW OFFICE BUILDING
 PAWLEY'S ISLAND, SOUTH CAROLINA

GENERAL CONTRACTOR
 PLATON CONSTRUCTION
 1000 N. 10TH ST.
 FALCON BLVD. SE. 2000
 A-1455-2000 F-1455-2000

CIVIL ENGINEER
 GEORGETOWN TECHNICAL SERVICES, INC.
 94 PETERBOROUGH LANE
 GEORGETOWN, SC 29606
 P-1455-2000 F-1455-2000

STRUCTURAL ENGINEER
 CEAS ENGINEERING, INC.
 3000 N. 10TH ST.
 FALCON BLVD. SE. 2000
 P-1455-2000 F-1455-2000

SPE ENGINEER
 CEAS ENGINEERING, INC.
 3000 N. 10TH ST.
 FALCON BLVD. SE. 2000
 P-1455-2000 F-1455-2000

PERMIT ISSUE
 15 APRIL 2008

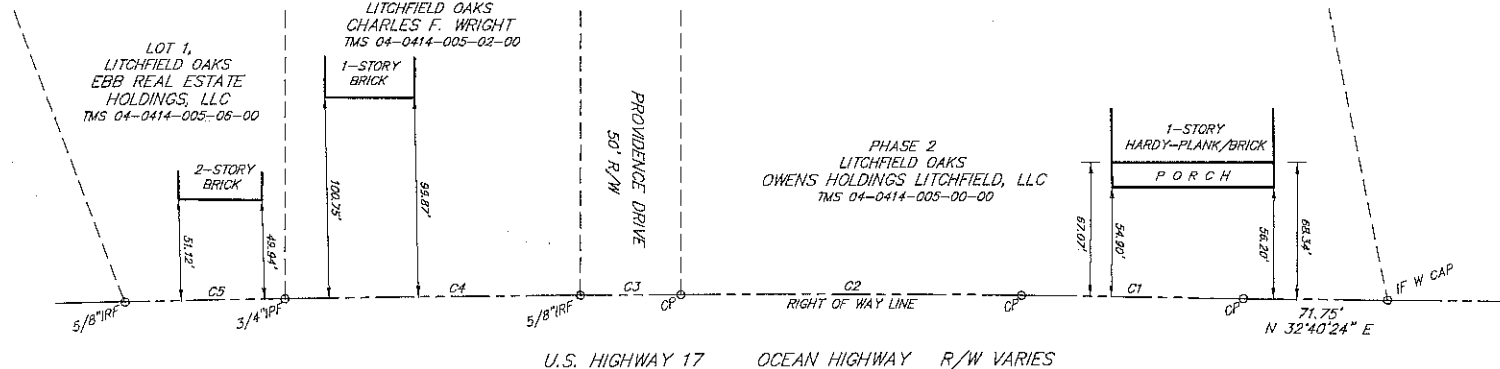
PROJECT
 2008001

Sheet
 C3.0

LOT 1,
LITCHFIELD OAKS
EBB REAL ESTATE
HOLDINGS, LLC
TMS 04-0414-005-06-00

LOT 2,
LITCHFIELD OAKS
CHARLES F. WRIGHT
TMS 04-0414-005-02-00

PHASE 2
LITCHFIELD OAKS
OWENS HOLDINGS LITCHFIELD, LLC
TMS 04-0414-005-00-00



U.S. HIGHWAY 17 OCEAN HIGHWAY R/W VARIES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	14094.70'	110.74'	110.74'	S 32°49'47" W
C2	14094.70'	170.00'	170.00'	S 32°15'33" W
C3	14094.70'	50.00'	50.00'	S 31°48'43" W
C4	14094.70'	147.36'	147.36'	S 31°24'39" W
C5	14094.70'	79.97'	79.97'	S 30°51'29" W

PROPERTY LINE AND RIGHT OF WAY
INFORMATION TAKEN FROM PLAT OF
LITCHFIELD OAKS, DATED SEPTEMBER 6, 1994,
BY E.T.S.-ENGINEERING AND TECHNICAL SERVICES
AND RECORDED IN PLAT SLIDE 157, PAGE 1.

LEGEND:

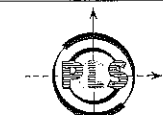
IRF=IRON REBAR FOUND
IRS=IRON REBAR SET
IPF=IRON PIPE FOUND
IF=IRON FOUND
CP=CALCULATED POINT-NOT FOUND OR SET

EXHIBIT
SHOWING BUILDING LOCATIONS
OF VARIOUS PARCELS IN
LITCHFIELD OAKS,
PREPARED FOR

OXNER & STACY, P.A.

LOCATED IN THE LITCHFIELD AREA,
GEORGETOWN COUNTY, SOUTH CAROLINA

DATE: JUNE 9, 2020
SCALE: 1" = 60'



Parker Land Surveying, LLC
400 Church Street
Georgetown, SC 29440
Phone: (843) 485-4405
Fax: (843) 554-7719

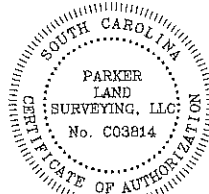
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE,
INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON
WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF
THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF
LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR
EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY
AS SPECIFIED THEREIN.

LAND
SURVEYOR

No.

17924

GREGORY F. CUNNINGHAM, P.E., L.S. No. 17924





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Dan Stacy as agent for Owens Holdings Litchfield, LLC, Dr. Charles F. Wright, EBB Real Estate Holdings, LLC and Thomas W. Fox to rezone approximately 6.7 acres from the Litchfield Oaks Planned Development (PD) to General Commercial (GC). The properties are located at 13707 Ocean Hwy, 39 Otis Drive, 16 Otis Drive and 97 Otis Drive in Pawleys Island. TMS# 04-0414-005-00-00, 04-0414- 005-02-00, 04-0414-005-06-00 and 04-0414-005-05-00. Case # REZ 5-20-25414.

The Planning Commission will be reviewing this request on **Thursday, June 18, 2020 at 5:30 p.m. in the Howard Auditorium at 1610 Hawkins 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: 12.b
Meeting Date: 7/28/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-35 - An amendment to Article VIII, Exceptions and Modifications, Section 804 Exceptions to Height Limits, of the Zoning Ordinance

Proposed ordinance amends Section 804 of the Zoning Ordinance to add items that do not fall under the current building height exceptions established in the Ordinance.

CURRENT STATUS:

Certain roof elements are already exempt from the 35 foot height limit.

POINTS TO CONSIDER:

1. Generally, the Zoning Ordinance establishes a height limit of 35 feet. This can vary in flood zones. The County measures height at the midpoint on a roof between the eaves and the roof peak.
2. The County, like nearly all counties, exempts certain roof elements from the height limit. Article XIII, Section 804, Exception to Height Limits, identifies the exempted elements.
3. The below points from the proposed ordinance identify why the section needs to be updated.

WHEREAS, THE REGULATION OF BUILDING HEIGHTS IS IMPORTANT TO ENHANCE THE SAFETY OF CITIZENS, PARTICULARLY FIRE SAFETY AND, WHEREAS, BUILDING AND FIRE CODES ADOPTED BY GEORGETOWN COUNTY PROVIDE FOR THE SAFE DESIGN AND CONSTRUCTION OF ROOF APPURTENANCES; AND,

WHEREAS, HANDICAPPED ACCESSABILITY IS CRITICAL AND MUST NOT BE IMPEDED WHEN GOOD BUILDING DESIGN CAN ACCOMMODATE ACCESSABILITY; AND,

WHEREAS, THE USE OF ALTERNATIVE ENERGY SOURCES IS IMPORTANT FOR BOTH THE ENVIRONMENT AND CITIZENS, AND;

WHEREAS, THE COUNTY MEASURES ROOF HEIGHT FOR ZONING PURPOSES FROM THE MIDPOINT OF THE ROOF BETWEEN THE EAVES AND PEAK OF A ROOF; AND,

WHEREAS, CERTAIN ROOF STRUCTURES HAVE BEEN AND ARE TRADITIONALLY EXEMPT FROM ZONING HEIGHT REGULATIONS DUE TO THEIR FUNCTIONS AND/OR FORM; AND,

WHEREAS, TECHNOLOGY ADVANCEMENTS AND SOCIETAL CHANGES MAKE IT OCCASIONALLY NECESSARY TO AMEND HEIGHT REGULATIONS;

4. The proposed amendment is below. The changes are in red.

804. **Exception to Height Limits.** The height limitations of this Ordinance shall not apply to church spires, belfries, cupolas and domes not intended for human occupancy; monuments; water towers; observation towers; transmission towers; silos; chimneys; smokestacks; conveyors; flag

poles; masts; aerials; guardrails; HVAC components; solar energy equipment; elevator equipment structures and shafts; and roof decks/widows walks. Elevator equipment structures shall not be higher than the peak of a pitched roof or in the case of a generally flat roof shall not exceed eight feet in height measured from the roof. See Section 806 for regulations regarding properties in flood zones V, A and AE. **(Amended Ord. 2012-18)** Public landfills shall not exceed two hundred (200) feet in height and other landfills existing on January 25, 2011 shall not exceed two hundred (200) feet in height. Hospitals may exceed the height limitations of the Ordinance with the approval from the fire district having jurisdiction and provided the structure shall not exceed four floors plus all appurtenances required for HVAC and other supportive equipment. Except as otherwise provided or as necessary to airport operations, no structure or tree shall be constructed, altered, maintained or allowed to grow in any airport safety zones as created by this Ordinance so as to project above any of the imaginary airspace surfaces described. Where an area is restricted by more than one height limitation, the more restrictive limitation shall prevail. **Nothing in Article VIII, Section 804 exempts any structure from meeting the design and appearance requirements of the Commercial Corridor Overlay Zones.**

5. The County amended the Zoning Ordinance in 2017 to allow elevators and HVAC equipment to encroach in a setback like steps, stairs and overhangs.

6. Staff recommended approving the proposed amendment.

7. The Planning Commission held a public hearing on this issue at their June 20th meeting. One citizen spoke against the amendment. The Commission voted 7 to 0 to recommend approval for the text change as proposed.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
□ Ordinance No. 20-35 Exception for Height Limits_Elevators	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-35

AN ORDINANCE TO AMEND ARTICLE VIII, EXCEPTIONS AND MODIFICATIONS, SECTION 804, EXCEPTIONS TO HEIGHT LIMITS OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA

WHEREAS, THE REGULATION OF BUILDING HEIGHTS IS IMPORTANT TO ENHANCE THE SAFETY OF CITIZENS, PARTICULARLY FIRE SAFETY; AND

WHEREAS, BUILDING AND FIRE CODES ADOPTED BY GEORGETOWN COUNTY PROVIDE FOR THE SAFE DESIGN AND CONSTRUCTION OF ROOF APPURTENANCES; AND

WHEREAS, HANDICAPPED ACCESSABILITY IS CRITICAL AND MUST NOT BE IMPEDED WHEN GOOD BUILDING DESIGN CAN ACCOMODATE ACCESSABILITY; AND

WHEREAS, THE USE OF ALTERNATIVE ENERGY SOURCES IS IMPORTANT FOR BOTH THE ENVIRONMENT AND CITIZENS; AND

WHEREAS, THE COUNTY MEASURES ROOF HEIGHT FOR ZONING PURPOSES FROM THE MIDPOINT OF THE ROOF BETWEEN THE EAVES AND PEAK OF A ROOF; AND

WHEREAS, CERTAIN ROOF STRUCTURES HAVE BEEN AND ARE TRADITIONALLY EXEMPT FROM ZONING HEIGHT REGULATIONS DUE TO THEIR FUNCTIONS AND/OR FORM; AND

WHEREAS, TECHNOLOGY ADVANCEMENTS AND SOCIETAL CHANGES MAKE IT OCCASIONALLY NECESSARY TO AMEND HEIGHT REGULATIONS; AND

WHEREAS, IT IS NOT THE INTENT OR PURPOSE OF THE COUNTY TO AMEND THE HEIGHT EXEMPTIONS TO INCREASE DENSITY BUT TO RECOGNIZE GOOD DESIGN THAT IS SAFE AND ACCESSIBLE, AND KEEPS PACE WITH TECHNOLOGICAL AND SOCIETAL CHANGES;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, THAT ARTICLE VIII, EXCEPTIONS AND MODIFICATIONS, SECTION 804, EXCEPTIONS TO HEIGHT LIMITS, OF THE ZONING ORDINANCE BE AMENDED TO READ AS FOLLOWS:

804. **Exception to Height Limits.** The height limitations of this Ordinance shall not apply to church spires, belfries, cupolas and domes not intended for human occupancy; monuments; water towers; observation towers; transmission towers; silos; chimneys; smokestacks; conveyors; flag poles; masts; aerials; **guardrails; HVAC components; solar energy equipment; elevator equipment structures and shafts;** and roof decks/widows walks. **Elevator equipment structures shall not be higher than the peak of a pitched roof or in the case of a generally flat roof shall not exceed eight feet in height measured from the roof.** See Section 806 for regulations regarding properties in flood zones V, A and AE. *(Amended Ord. 2012-18)* Public landfills shall not exceed two hundred (200) feet in height and other landfills existing on January 25, 2011 shall not exceed two hundred (200) feet in height. Hospitals may exceed the height limitations of the Ordinance with the approval from the fire district having jurisdiction and provided the structure shall not exceed four floors plus all appurtenances required for HVAC and other supportive equipment. Except as otherwise provided or as necessary to airport operations, no structure or tree shall be constructed, altered, maintained or allowed to grow in any airport safety zones as created by this Ordinance so as to project above any of the imaginary airspace surfaces described. Where an area is restricted by more than one height limitation, the more restrictive limitation shall prevail. **Nothing in Article VIII, Section 804 exempts any structure from meeting the design and appearance requirements of the Commercial Corridor Overlay Zones.** (Amended Ord. 2010-57)

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John W. Thomas
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 20-35, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant, JD

First Reading: _____
Second Reading: _____
Third Reading: _____

Item Number: 12.c
Meeting Date: 7/28/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-36 - To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of a .47 acre parcel located at 646 Macklen Avenue in Murrells Inlet and further identified as Tax Map parcel 41-0108-003-01-00 from Medium Density Residential to Transitional.

CURRENT STATUS:

The FLU map designates this parcel as medium density residential.

POINTS TO CONSIDER:

Jill Russell applied to rezone a 20,513 SF parcel at 646 Macklen Avenue in Murrells Inlet from General Residential (GR) to Medical District (MD). At their July 16th meeting, the Planning Commission voted 6 to 0 to recommend approval for the rezoning.

The two parcels to the west are currently designated as transitional which supports the Medical District zoning.

The Commission also voted 6 to 0 to recommend approval to amend the Future Land Use map from medium density residential to transitional to support to the proposed rezoning.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-36 to amend the FLU map for Macklen Avenue	Ordinance
▣ Russell FLU map	Backup Material
▣ Russell FLU resolution	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 20-36

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY A .47 ACRE PARCEL LOCATED AT 646 MACKLEN AVENUE IN MURRELLS INLET AND FURTHER IDENTIFIED AS TAX MAP PARCEL 41-0108-003-01-00, FROM MEDIUM DENSITY RESIDENTIAL TO TRANSITIONAL.

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

To amend the Comprehensive Plan, Future Land Use Map, to reflect the reclassification of a .47 acre parcel located at 646 Macklen Avenue in Murrells Inlet and further identified as tax map parcel 41-0108-003-01-00 from medium density residential to transitional.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2020.

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

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 20-36, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant, JD
Georgetown County

First Reading: _____

Second Reading: _____

Third Reading: _____

Jill Russell
Property FLU
REZ 6-20-25561

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Jill Russell

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

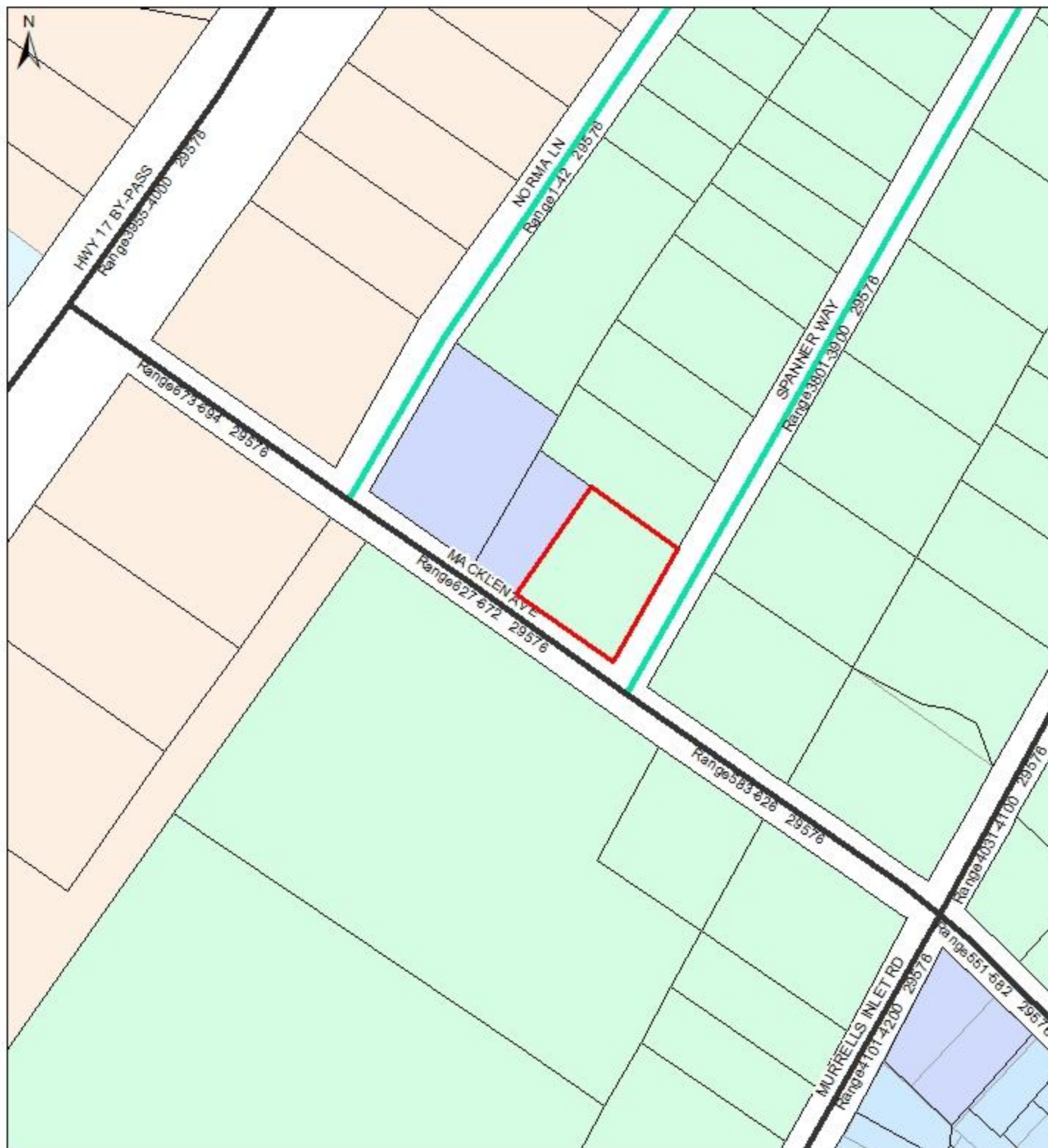
TOWN OF PI

TRANSITIONAL

Municipalities

0 55 110 220 330 440 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, Jill Russell filed a request to rezone a parcel located at 646 Macklen Avenue on the northeast corner of Macklen Avenue and Spanner Way from General Residential (GR) to Medical District (MD); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area as Medium Density Residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 41-0108-003-01-00 as transitional.

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning

Item Number: 12.d
Meeting Date: 7/28/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-37 - An amendment to the zoning map to rezone a parcel located on the northeast corner of Macklen Avenue and Spanner Way in Murrells Inlet (TMS 41-0109-003-01-00) from General Residential (GR) to Medical District (MD). Case Number REZ 6-20-25561

CURRENT STATUS:

The property currently contains a one-story single family structure.

POINTS TO CONSIDER:

1. The parcel is located at 646 Macklen Avenue and contains approximately 20,513 square feet. The owner would like to use the site for medical massage, physical therapy and a chiropractor office. The site meets the minimum lot area requirement for the MD zoning district which is 10,000 square feet.
2. The site currently contains a single family home and associated outbuildings.
3. Surrounding tracts to the north, east and south are zoned GR (General Residential). The two parcels to the west are zoned MD (Medical District.) Surrounding uses are duplexes, single family residential and utilities. Medical uses are located within 250 feet of the site along Highway 17 Bypass.
4. The adjacent parcels to the west (TMS 41-0108-006-00-00 and 41-0108-003-00-00) were rezoned in May of 2016 from General Commercial to Medical District.
5. According to Article XI of the Zoning Ordinance, medical offices require 1 parking space for every 250 square feet of gross floor area. If the existing structure is used in its entirety for medical offices, 10 parking spaces would be required.
6. The western and northern boundaries of this parcel both abut multifamily uses (duplexes) so a Level 1 buffer would be required if this property develops as a medical district according to Article XII of the Zoning Ordinance.
7. The FLU map designates this property as medium density residential. The two parcels to the west are designated as transitional which supports the Medical District zoning. A change to the Future Land Use Map would be necessary to facilitate this request.
8. Staff recommended approval for the proposed rezoning from GR to MD based on the MD zoning and transitional land use designation of the adjacent two lots as well as the existing medical uses along Highway 17 Bypass.
9. The Planning Commission held a public hearing at their July 16, 2020 meeting. No one

but the applicant spoke. After some discussion regarding the lack of deed restrictions on the property and the County's change of tenant process, the Commission voted 6 to 0 to recommend approval for the proposed rezoning. The Commission also voted 6 to 0 to recommend approval to amend the Future Land Use map from medium density residential to transitional.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-37 Macklen Avenue Rezoning	Ordinance
▣ Russell Rezoning attachments	Exhibit
▣ Russell aerial map	Exhibit
▣ Russell FLU map	Exhibit
▣ Russell location map	Exhibit
▣ Russell zoning map	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) **ORDINANCE NO. 20-37**

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 41-0108-003-01-00 LOCATED AT 646 MACKLEN AVENUE AT THE CORNER OF MACKLEN AVENUE AND SPANNER WAY IN MURRELLS INLET FROM GENERAL RESIDENTIAL (GR) TO MEDICAL DISTRICT (MD).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBER 41-0108-003-01-00 LOCATED AT 646 MACKLEN AVENUE IN MURRELLS INLET FROM GENERAL RESIDENTIAL (GR) TO MEDICAL DISTRICT (MD) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

John W. Thomas
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 20-37, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant, JD
Georgetown County

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: 41-0108-003-01-00

Street Address: 646 Macken

City / State / Zip Code: Murrells Inlet, SC 29576

Lot Dimensions/ Lot Area: _____

Plat Book / Page: 14-513

Current Zoning Classification: GR

Proposed Zoning Classification: MD

Property Owner of Record:

Name: Jill Russell

Address: 646 Madden Ave

City/ State/ Zip Code: Murrells Inlet, SC 29588

Telephone/Fax Numbers: 843-267-2247

E-mail: livingood1k@yahoo.com

Signature of Owner / Date: Jill Russell

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:

N/A

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-mail: _____

Signature of Agent/ Date: _____

Signature of Property Owner: _____

Contact Information:

Name: Jill Russell

Address: 646 Madden Ave, Murrells, SC 29576

Phone / E-mail: 843-267-2247

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.

I'm a licensed massage therapist and live at this property. I would like to have medical Massage and incorporate Physical therapy and possibly a Chiropractor at this location. I am in the medical District and the two properties adjacent to are zone medical/residential

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

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

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

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

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

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

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

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

Selected Lot Lines Feature

PLAT	14-513
TMS	41-0108-003-01-00
Area	20513.3770752
YearID	2020
ParcelID	41-0108-003-01-00
StreetNumber	646
StreetName	MACKLEN AVE
Owner1	RUSSELL JILL L
Owner2	
AD1	646 MACKLEN AVE
AD2	
City	MURRELLS INLET
State	SC
Zip	29576
TotalLandArea	1
Deed	3110-99
Date	2017-09-05 20:00:00
SalePrice	165000
LUC	Q100
LegalDescr	LT B OF LT 1 BLK D HERMITAGE WOODS .46 AC

Selected Lot Lines Feature

PLAT	14-513
TMS	41-0108-003-01-00
Area	20513.3770752
YearID	2020
ParcelID	41-0108-003-01-00
StreetNumber	646
StreetName	MACKLEN AVE
Owner1	RUSSELL JILL L
Owner2	
AD1	646 MACKLEN AVE
AD2	
City	MURRELLS INLET
State	SC
Zip	29576
TotalLandArea	1
Deed	3110-99
Date	2017-09-05 20:00:00
SalePrice	165000
LUC	Q100
LegalDescr	LT B OF LT 1 BLK D HERMITAGE WOODS .46 AC

RESOLUTION

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

WHEREAS, Jill Russell filed a request to rezone a parcel located at 646 Macklen Avenue on the northeast corner of Macklen Avenue and Spanner Way from General Residential (GR) to Medical District (MD); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area as Medium Density Residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcel 41-0108-003-01-00 as transitional.

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Tiffany Coleman
Georgetown County Planning



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Jill Russell to rezone one parcel located at the northeast corner of Macklen Avenue and Spanner Way in Murrells Inlet from General Residential (GR) to Medical District (MD). TMS# 41-0108-003-01-00. Case Number REZ 6-20-25561.

The Planning Commission will be reviewing this request on **Thursday, July 16, 2020 at 5:30 p.m. in the Howard Auditorium at 1610 Hawkins 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

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Jill Russell

Lot Lines

Railroads

Landmarks

Imagery2017Med

RGB

Red: Band_1

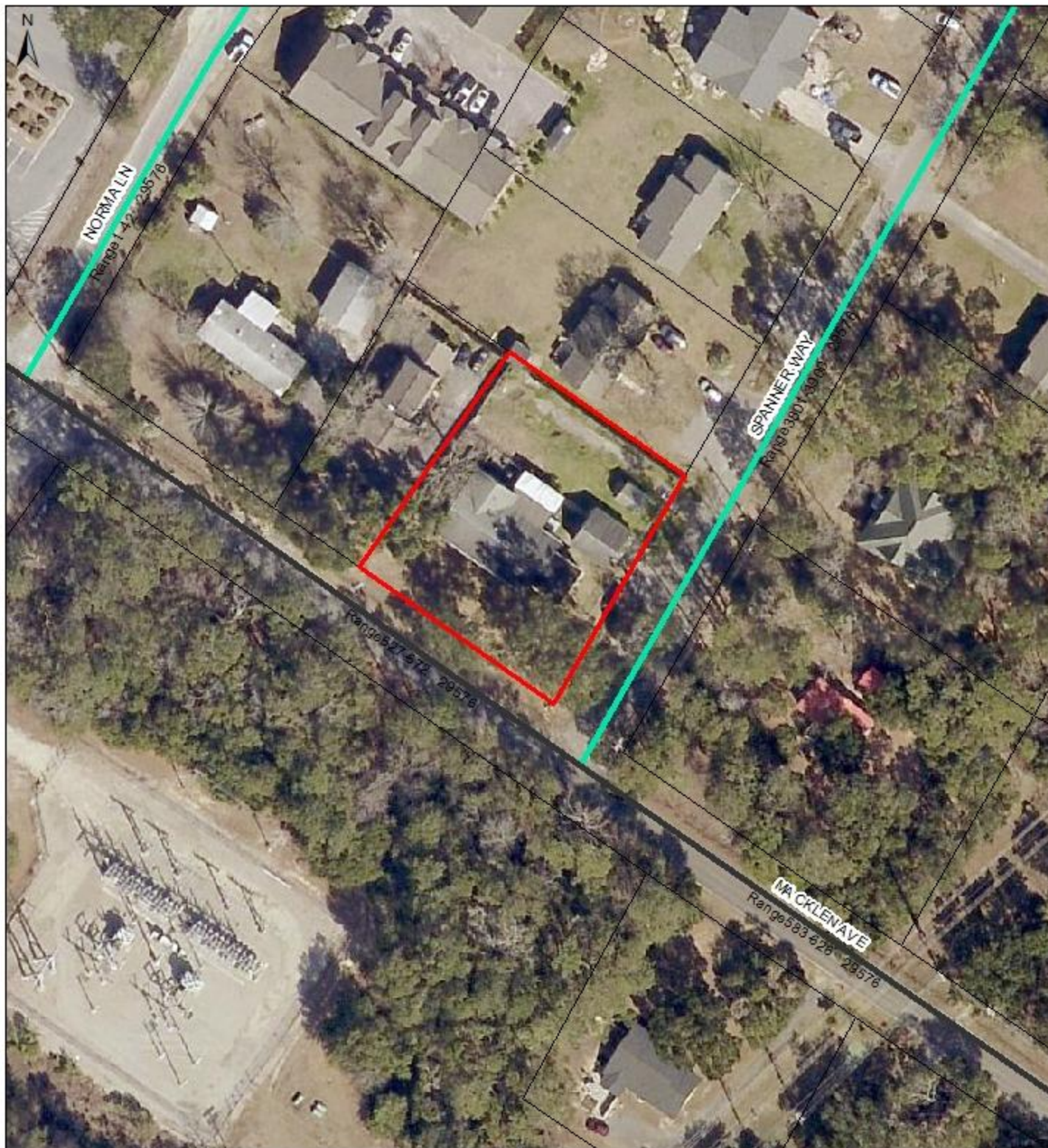
Green: Band_2

Blue: Band_3

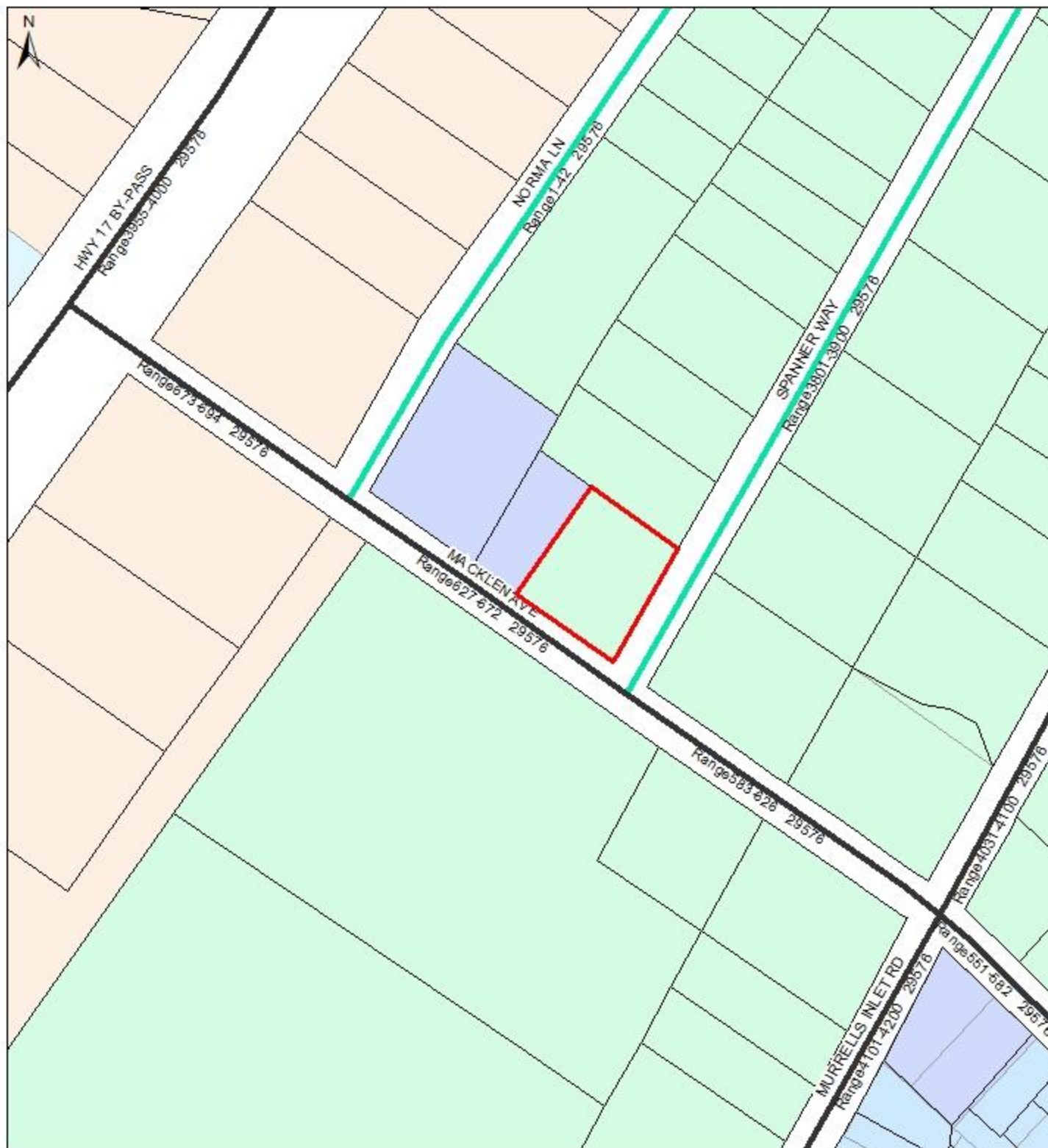
Municipalities

0 25 50 100 150 200 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.



Jill Russell
Property FLU
REZ 6-20-25561



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Jill Russell

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 55 110 220 330 440 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.

Jill Russell
Property Location
REZ 6-20-25561

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Jill Russell

Lot Lines

Railroads

Landmarks

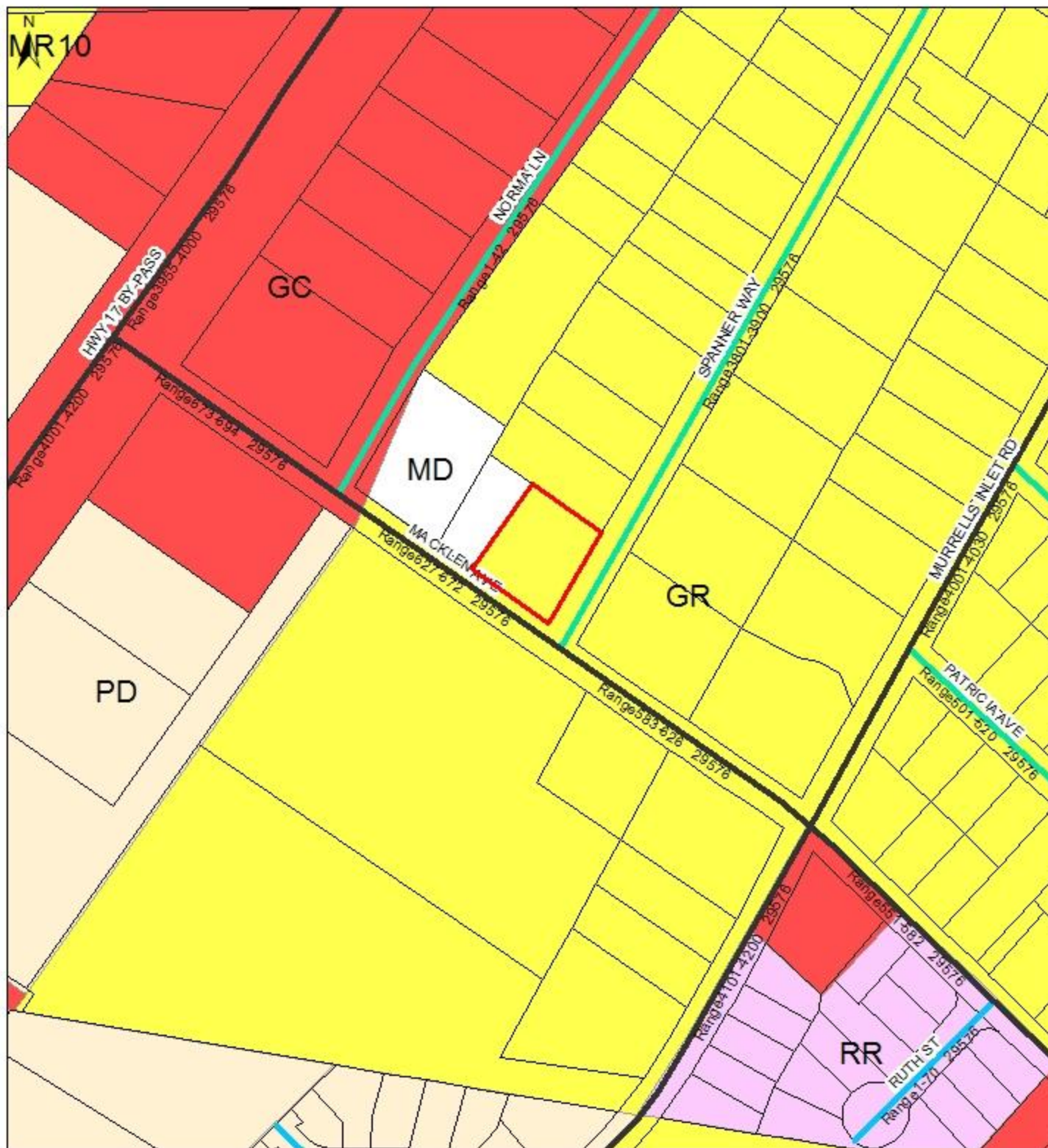
Municipalities



0 70 140 280 420 560 Feet

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

Jill Russell Property Zoning REZ 6-20-25561



Legend

Streets

Not other values

Maintained By

County

Private

State

Jill Russell

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

PA

PA/C

PA/R

GC

GR

GRR

HI

U

WHP

WR 10

NC

OC

PA

PD

R1

R1/2A/C

R1/D

R1/C

R2

R2/4A/C

R3

R4

RC

RG

RR

RS

RVC

VR 10

Municipalities

0 70 140 280 420 560 Feet

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

Item Number: 12.e
Meeting Date: 7/28/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-38 - A request from Alexander G. Hall of Tiencken Law Firm, LLC as agent for Central Electric Power Cooperative to rezone a 4.64 acre parcel, identified as tax parcel 02-0416-035-06-04 from HI to a SEFFD. A solar farm is proposed for the site.

CURRENT STATUS:

The property is currently zoned HI and is vacant. The site is located on the Georgetown County Business Center.

POINTS TO CONSIDER:

1. Central Electric Power Cooperative purchased 4.64 acres from Georgetown County in 2019 for the purpose of constructing a solar farm. This site is located in the County industrial park on Highway 521 east of Andrews.
2. In anticipation of future development of solar farms, the County adopted a solar farm ordinance in 2018. The regulations create a floating district that is overlaid on a site upon receipt of an application. Creation of each district requires a zoning map amendment which mandates the Planning Commission to hold a public hearing and three readings by County Council.
3. The site is zoned HI and a SEFFD is allowed. A minimum of 3 acres is required for a SEFFD and the site contains 4.64 acres.
4. The requirements in Section 2004. Solar Energy Floating District, of the Zoning Ordinance are attached. These regulations include the following standards.
 - Site must be a minimum of 3 acres.
 - Any portion of a solar farm must be located within 2 miles of an existing electrical transmission line.
 - A conceptual plan must be submitted.
 - County Council, at its discretion, may require a development agreement which could include a decommissioning plan and financial guarantees.
 - Setbacks equal buffers.
 - The Zoning Ordinance requires a 100 foot buffer from industrial property.
 - Buffers call for the saving of trees and the use of natural vegetation to act as a visual screen.
 - Landscaping that will achieve a minimum of 10 feet in height within 3 years is required.
 - Means to reduce glare from solar panels is required.
 - Safety signs are required.
 - Entrance roads are to include a dogleg to obscure vision.
 - Access to the site must be controlled by a security gate.
 - Lighting shall not shine toward other parcels.
 - A Decommissioning Plan is called for unless otherwise agreed to by County Council.

5. The proposed project is not in the Andrews Airport Overlay Zone.
6. Due to the nature of a solar farm, parking is not an issue on this 4.64 ac site. Access will be provided by a 25 foot access easement crossing County property at the rear of the site. As the parcel has 602 feet of width along Hwy. 521, room exists for a driveway if desired. SCDOT would have to issue an encroachment permit for any driveway on Hwy. 521.
7. A County stormwater permit is needed. No final construction permits will be issued without a stormwater permit. However, the ground underneath solar panels is pervious so rain water typically runs from a panel and falls to the pervious ground which enhances stormwater management.
8. The Zoning Board of Appeals heard a variance request from the applicant on June 4, 2020. See the attached letter from Central Electric Power dated April 24, 2020 and a Waiver of Declaration of Covenants, Conditions, Restrictions, and Easements & Acknowledgement of Termination of Development Agreement dated August 1, 2019 that were given to the BZA. Variances to the requirements in the Zoning Ordinance were granted to the applicant such that a facility could be constructed based on the enclosed site plan dated December 18, 2019. This primarily involved the buffers and landscaping. The applicant successfully maintained that trees had to be removed to promote the needed availability of sunlight to the panels. They established that this facility was intended to serve as an educational facility that would promote the use of solar power. To drastically obscure views of the project would negatively affect that primary goal of the project.
9. A Decommissioning Plan has not been provided and was not discussed when the County sold the property to Central Electric for a solar farm. Staff believes such a plan will not be required. County Council should make this decision and a decision as to whether a development agreement is warranted when the request is before them for approval.
10. Georgetown County owns all adjacent property which is zoned HI. Obviously the County as an adjacent property owner does not object to the project as it sold the land for this purpose.
11. Staff recommended approval for the rezoning request as the Zoning Board of Appeals granted a variance to the site for the proposed plan. A security gate and safety signs should be required.
12. The Planning Commission held a public hearing on this issue at their July 16th meeting. No one but the applicant spoke. The PC recommended approval for the rezoning as recommended by staff by a vote of 6 to 0.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Approve an amended site plan
3. Deny request
4. Defer action
5. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 20-38 Solar Farm Ordinance	Ordinance
▣ Hwy 521 solar farm attachments	Backup Material
▣ hwy 521 solar farm FLU	Backup Material
▣ hwy 521 solar farm location	Backup Material
▣ hwy 521 solar farm zoning	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 20-38

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 02-0416-035-06-04 LOCATED ON HIGHWAY 521 EAST OF ANDREWS FROM HEAVY INDUSTRIAL (HI) TO A SOLAR ENERGY FACILITY FLOATING DISTRICT (SEFFD)

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBER 02-0416-035-06-04 LOCATED ON HIGHWAY 521 EAST OF ANDREWS FROM HEAVY INDUSTRIAL (HI) TO A SOLAR ENERGY FACILITY FLOATING DISTRICT (SEFFD) AS REFELCTED ON THE ATTACHED MAP AND SITE PLAN C-103 WITH THE FOLLOWING CONDITION:

- A security gate and safety signs will be required.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2020.

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

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 20-38, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant, JD
Georgetown County

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

**APPLICATION FOR REZONING TO A PLANNED
DEVELOPMENT**

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

Name of Proposed Development: Santee Electric Co-op Community
Solar Farm

Check one:

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

Conceptual Plan requirements include the following:

Please submit 12 copies (7 large: 24 x 26 and 5 small: 11 x 17).

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

Layout and easements for other utilities.

- Type of development with text describing the requirements and amenities proposed.

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

Final Plan requirements include the following:

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

Property Information:

(02-0416-035-06-00)

TMS Number: 02-0416-035-06-04

Street Address: _____

City / State / Zip Code: Andrews, SC 29510

Lot / Block / Number: _____

Current Zoning Classification: HI

Existing Use: None - vacant

Proposed Use: Solar Farm

Number of Acres: 4.64 Net Density _____

Property Owner of Record:

Name: Central Electric Power Cooperative, Inc.

Address: 20 Cooperative Way

City/ State/ Zip Code: Columbia, SC 29210

Telephone/Fax: 803-779-4975 / 803-561-9366

E-Mail: G.Fleming@CEPCI.org

Signature of Owner / Date: 

Contact Information: Name: Gerry Fleming Phone 678-836-3636

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

Agent of Owner:


Name: Alexander Hall, The Tiencken Law Firm, LLC

Address: 234 Seven Farms Drive, Suite 114

City / State / Zip Code: Daniel Island, SC 29492

Telephone/Fax: 843-377-8415 / 843-377-8419

E-Mail: ahall@tienckenlaw.com

Signature of Agent/ Date:  6/23/2020

Signature of Owner / Date: 

Contact Information:

Name: _____

Address: _____

Phone / E-mail: _____

Fee Schedule: Planned Developments.

Residential	\$1,000.00 + \$10.00/acre over req. min. 2 acres
Industrial	\$1,000.00 + \$25.00/acre over req. min. 10 acres
Commercial	\$1,000.00 + \$25.00/acre over req. min. 2 acres
Mixed Use	\$1,000.00 + \$10.00/acre Residential & \$25.00/acre Commercial
Major Changes	\$250.00 + \$25.00/acre Commercial & \$10.00/acre Residential
Minor Change	\$100.00

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

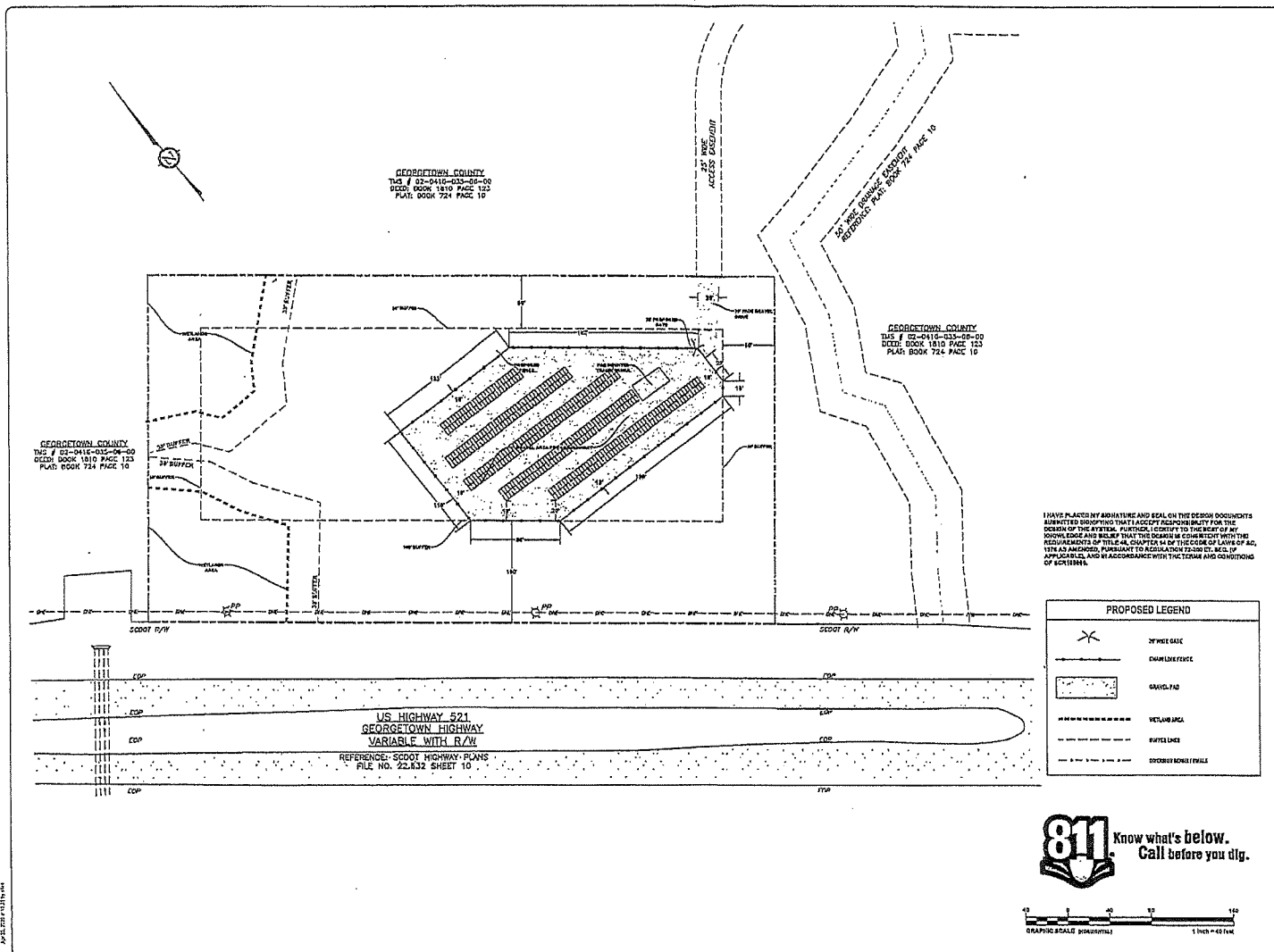
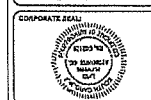
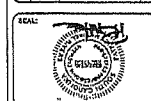
It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

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

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

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

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

[illegible]

PROPERTY INFORMATION:	
TAX MAP NUMBER/PT OF THIS E	83-016-000-0
REFERENCE D.B. & PG:	DB 1810 PAGE PD 724 PAGE
ADDITIONAL INFO:	

ISSUE FOR CONSTRUCTION:
PERMIT DATE:
EXP. DATE:

DRAWN BY:	
DESIGN BY:	JTHAW
CHECKED BY:	P
DATE:	12/1
SCALE:	AS SHOWN 1" = 40'
JOB NUMBER:	11

SITE PLAN

C-103

COMMUNITY SOLAR #2
ANDREWS
SOUTH CAROLINA



20 Cooperative Way
COLUMBIA, S. C. 29210
803-779-4975

April 24, 2020

Sent via Email & US Mail

Mr. Boyd Johnson
Director of Planning & Code Enforcement
Georgetown County
P.O. Drawer 421270
Georgetown, SC 29442-4200
bjohnson@gtcounty.org

RE: Solar Ordinance Variance for Santee Electric Cooperative, Inc. Community Solar Farm Located on TMS# 02-0416-035-06-04

Dear Mr. Johnson,

As you are aware, Central Electric Power Cooperative, Inc. ("Central") purchased a 4.64-acre parcel of property located on US Highway 521 and identified as TMS# 02-0416-035-06-04 (the "Property") from Georgetown County on August 2, 2019. Central purchased the Property to be used for the construction and operation of a solar energy facility to generate electricity for citizens of Georgetown County who are members of Santee Electric Cooperative, Inc. ("SEC"). This new Community Solar Farm will give SEC's members the opportunity to share in the benefits of renewable solar power, even if they cannot, or prefer not to install solar panels on their property.

By way of background, in August of 2017, SEC began discussions with the County about this Community Solar Farm project and purchasing land from the County in the Georgetown County Commerce Center. The County subsequently selected the current location of the Property based on the site layout options provided by Central/SEC. In its correspondence with the County, SEC informed the County that it intended to use the location of the Community Solar Farm itself, for marketing purposes, which is why having great visibility from US Highway 521 – Georgetown Highway was so important to Central and SEC.

To ensure the property was properly zoned to allow for the construction of the community solar farm, the Purchase Contract between Central and the County included language requiring the County to "have the Property re-zoned to a Georgetown County zoning classification that permits the Property to be used as community solar generation facility. Said re-zoning to be completed at the sole cost and direction of Seller, at least fifteen (15) days prior to Closing."

To further evidence the County's approval of the layout and use of the Property for a solar farm and to document that no other covenants or restrictions applied to the 4.64 acre Property, Central prepared a "WAIVER OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS & ACKNOWLEDGEMENT OF TERMINATION OF DEVELOPMENT



20 Cooperative Way
COLUMBIA, S. C. 29210
803-779-4975

AGREEMENT" (the "Waiver") which was signed by the County at closing and recorded in the Georgetown County Register of Deeds Office. The Waiver, a copy of which is enclosed herewith, includes the following language:

"WHEREAS, it is the purpose of this Waiver to permit Central Electric's use of the Property for construction and operation of a solar energy facility to generate electricity for citizens of Georgetown County who are members of Santee Electric Cooperative, Inc."

"NOW THEREFORE, KNOW ALL BY THESE PRESENTS THAT in accordance with and in consideration of the recitals hereinabove stated and incorporated herein by reference, and the sum of Five and No/100 Dollars (\$5.00), the receipt and legal sufficiency of which are hereby acknowledged, Georgetown County hereby waives, terminates, and removes any and all rights, conditions, and restrictions contained in the Declaration, with regard to the Property. **Furthermore, Georgetown County hereby specifically acknowledges and approves Central Electric's proposed use of the Property for the construction and operation of a solar farm. This Waiver shall be binding upon the parties hereto, their successors and assigns forever.**" (emphasis added)

In light of the prior correspondence and agreements between Central/SEC and the County leading up to Central's purchase of the Property, please accept this letter as Central's formal written request for a variance of the provisions of Georgetown County Zoning Ordinance Article XX, Section 2004. Solar Energy Facility Floating District (Amended Ord. 2018-36) (the "Solar Ordinance"), to allow Central to construct SEC's Community Solar Farm as shown on the enclosed Site Layout.

More specifically, Central requests a variance of the following provisions in the Solar Ordinance:

2004.1011 Acreage – Variance to allow a solar farm which consists of less than three (3) acres, as shown on the Site Layout.

2004.202 Setbacks & 2004.205 Buffers – Variance to allow Central to use the following buffer requirements which were set forth in the 2018 draft version of the Solar Ordinance:

Use	Buffer
Single Family Dwelling	100'
Other Residential	100'
Commercial/Office	50'
Industrial	50'
Churches/Non-Profits	100'
Public Facilities	100'

Required
200
200
100
100
200
200



20 Cooperative Way
COLUMBIA, S. C. 29210
803-779-4975

Central also requests a variance of 2004.205, to allow the cutting and clearing of trees around the Community Solar Farm in order for the solar panels to have an unobstructed view of the sun.

2004.206 Landscaping – Variance to allow Central to screen and landscape the Community Solar Farm in a manner that maintains clear visibility from US Highway 521 – Georgetown Highway.

In light of the circumstances, and in order to avoid further construction delays and cost expenditures for SEC's Community Solar Farm, Central formally requests that the Planning Commission provide expedited review and approval of the variance requested herein.

Thank you for your assistance on this matter. Should you have any questions or need any additional information, I can be reached by phone at 803-834-7956 or by email at gflaming@CEPCI.ORG

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerry Fleming", is written over a horizontal blue line.

Gerry Fleming, CPM
Director of Power Supply Operations
Central Electric Power Cooperative, Inc.

Enclosures: Site Layout
Waiver of Declaration of Covenants, Conditions, Restrictions and Easements &
Acknowledgement of Termination of Development Agreement

cc: Brian Tucker – Georgetown County (*via email only*)
Allan Fortner – Land Planning Associates, Inc. (*via email only*)
Robert F. Higbe III, P.E. – Santee Electric Cooperative, Inc. (*via email only*)
Alexander G. Hall – The Tiencken Law Firm, LLC (*via email only*)

201900007834
Filed for Record in
GEORGETOWN SC
MARLENE MCCONNELL, REGISTER OF DEEDS
08-02-2019 At 11:47:56 am.
WAIVER 25.00
Book 3567 Page 64 - 69

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF GEORGETOWN) WAIVER OF DECLARATION OF COVENANTS
) COVENANTS, CONDITIONS, RESTRICTIONS,
) AND EASEMENTS & ACKNOWLEDGEMENT OF
) TERMINATION OF DEVELOPMENT AGREEMENT

THIS WAIVER OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS & ACKNOWLEDGEMENT OF TERMINATION OF DEVELOPMENT AGREEMENT ("Waiver") is entered into to be effective as of this 1st day of August, 2019, by GEORGETOWN COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter referred to as "Georgetown County").

WITNESSETH

WHEREAS, MWV and Georgetown County entered into a Development Agreement dated November 18, 1999 (the "Development Agreement") in order to develop what is currently known as the Georgetown County Business Park located on U.S. Hwy 521 near the Town of Andrews in Georgetown County and subsequent to the execution of the Development Agreement, MWV conveyed the fee simple title to all of the property subject to the Development Agreement, to Georgetown County; and

WHEREAS, Georgetown County, as the sole owner of the real property subject to the Development Agreement, terminated the Development Agreement as set forth on that certain "Termination of Agreement" dated April 14, 2014, a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Development Agreement included a Declaration of Covenants, Conditions, Restrictions and Easements of the Georgetown County Commerce Center ("Declaration") as set forth in Georgetown County Ordinance No. 2006-64 dated September 26, 2006 containing certain conditions, restrictions and limitations for the real property known as the Georgetown County Business Park located on U.S. Hwy 521; and

WHEREAS, although the Development Agreement has been terminated as set forth above, a formal termination of the Declaration has not been recorded in the Georgetown County Registrar of Deed's Office, and as such, the Declaration remains on the chain of title for the property known as the Georgetown County Business Park located on U.S. Hwy 521; and

WHEREAS, Georgetown County has agreed to convey the 4.64-acre parcel of real property as shown on the plat prepared by Glenn Associates Surveying dated February 13, 2019 and recorded in the Georgetown County Registrar of Deed's Office on July 29, 2019 in Plat Book 5801 at Page 5 (the "Property"), to Central Electric Power Cooperative, Inc. (hereinafter referred to as "Central Electric") in order for Central Electric to construct a solar farm on the Property; and

WHEREAS, it is the purpose of this Waiver to permit Central Electric's use of the Property for construction and operation of a solar energy facility to generate electricity for citizens of Georgetown County who are members of Santee Electric Cooperative, Inc.

NOW THEREFORE, KNOW ALL BY THESE PRESENTS THAT in accordance with and in consideration of the recitals hereinabove stated and incorporated herein by reference, and the sum of Five and No/100 Dollars (\$5.00), the receipt and legal sufficiency of which are hereby acknowledged, Georgetown County hereby waives, terminates, and removes any and all rights, conditions, and restrictions contained in the Declaration, with regard to the Property. Furthermore, Georgetown County

hereby specifically acknowledges and approves Central Electric's proposed use of the Property for the construction and operation of a solar farm. This Waiver shall be binding upon the parties hereto, their successors and assigns forever.

Dated on the day and year first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

GEORGETOWN COUNTY, SOUTH CAROLINA,
a body politic and political subdivision of the State
of South Carolina

Witness No. 1

Ollie N. Lewis

Witness No. 2

By: H.E. Hemingway, Jr.

Name: H.E. Hemingway, Jr.

Title: County Administrator

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) PROBATE

I, Ollie N. Lewis, a Notary Public for South Carolina, do hereby certify that GEORGETOWN COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina, by H.E. Hemingway, Jr., its County Administrator, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal (where official seal is required by law) official seal this 15th day of August, 2019.

Ollie N. Lewis (SEAL)

Notary Public for South Carolina

My commission expires: 12/22/2025



STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

TERMINATION OF AGREEMENT

THIS TERMINATION OF AGREEMENT ("Agreement") dated as of April 14th, 2014, between MWV-GEORGETOWN BUSINESS PARK, LLC (the "MWV") and GEORGETOWN COUNTY, (the "County") provides:

WITNESSETH

WHEREAS, MWV and Georgetown County entered into a Development Agreement dated November 18, 1999 (the "agreement") in order to develop what is currently known as the Georgetown County Business Park located on U.S. Hwy 521 near the Town of Andrews in Georgetown County; and

WHEREAS, subsequent to the execution of the original agreement, MWV and the County have amended the agreement, the latest amendment being executed by the County on September 27, 2010; and

WHEREAS, MWV has since conveyed the fee simple title to the subject property (being the only property contemplated in the development agreement) to the County and is no longer involved with the development of the business park; and

WHEREAS, Section 3.2 of the agreement provides that termination of the agreement can occur upon the mutual consent of both MWV and the County; and

WHEREAS, both parties are desirous of terminating this agreement.

NOW, THEREFORE, for and in consideration of the recitals, the promises, covenants, agreements and obligations of MWV and County as herein contained, and the sum of Five and No/100 Dollars (\$5.00) to each in hand paid by the other, the receipt and sufficiency of which is hereby acknowledged, both parties agree as follows:

1. In accordance with the terms of Section 3.2, entitled "Termination of Agreement", as set forth in the Development Agreement dated November 18, 1999, both parties hereby consent to a full and complete termination of the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Agreement to be duly executed and sealed as of the year and day first written above.

Joseph Gable By: Self Hemingway
Witness 1
Witness 2/Notary Its: County Administrator

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

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

Witness my hand and official seal this 14th day of April, 2014.

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: October 10, 2017

MWV-GEORGETOWN BUSINESS PARK, LLC

[Signature]
Witness 1

By:

James A. Hill

Miriam L. Holladay
Witness 2/Notary

Its:

Senior Vice President

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley

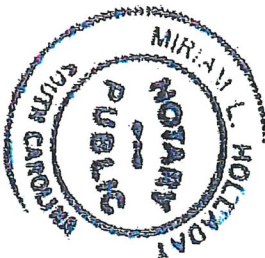
I, Miriam L. Holladay, do hereby certify that James A. Hill personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7th day of April, 2014.

Miriam L. Holladay
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

My Commission Expires
May 8, 2018





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Alexander Hall of The Tiencken Law Firm, LLC as agent for Central Electric Power Cooperative, Inc. to establish a Solar Energy Facility Floating District for the purpose of constructing a solar farm. The property is located in the Georgetown County Business Center on Highway 521. TMS # 02-0416-035-06-04. Case # RZPD 6-20-25631.

The Planning Commission will be reviewing this request on **Thursday, July 16, 2020 at 5:30 p.m. in the Howard Auditorium at 1610 Hawkins 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

Central Electric Cooperative
Property FLU
RZPD 6-20-25631



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Central Electric Co-op

Lot Lines

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

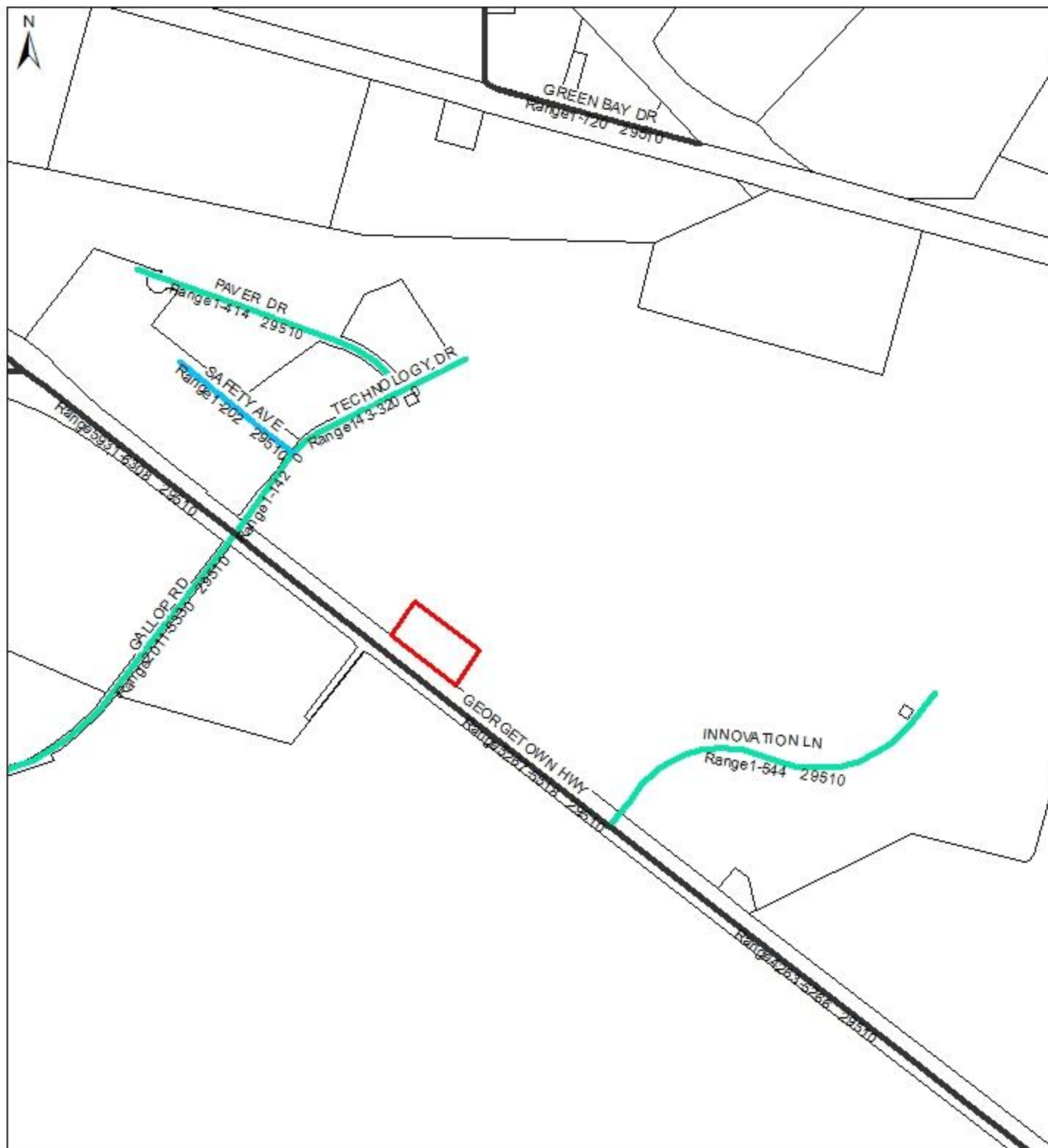
TRANSITIONAL

Municipalities

0 350 700 1,400 2,100 2,800 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.

Central Electric Cooperative
Property Location
RZPD 6-20-25631



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Central Electric Co-op

Lot Lines

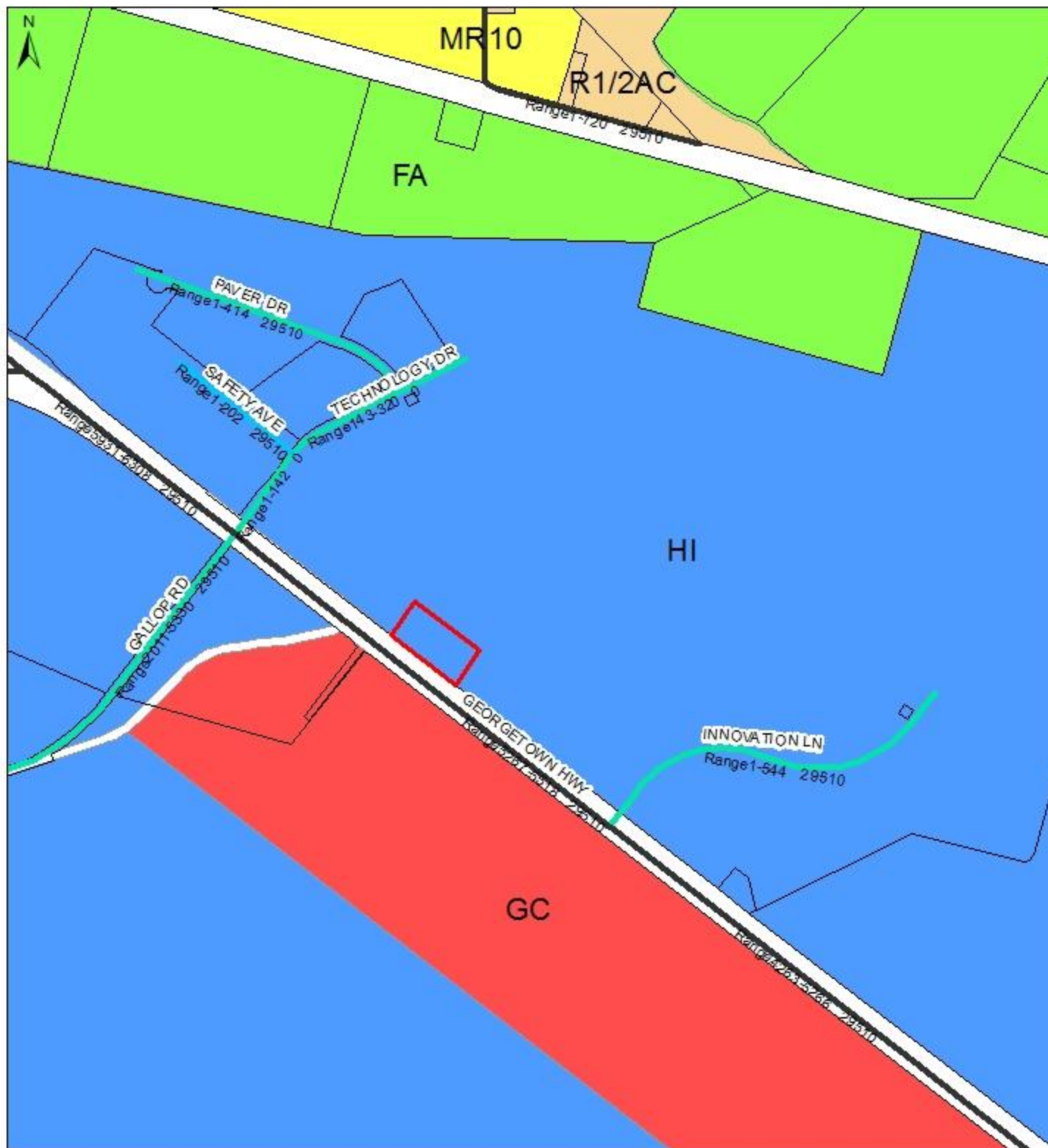
Landmarks

Municipalities

0 350 700 1,400 2,100 2,800
Feet

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Central Electric Cooperative Property Zoning RZPD 6-20-25631



Legend

Streets

all other values

Maintained By

County

Private

State

Central Electric Coop

Lot Lines

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GRR

HI

U

MHP

MR10

NC

OC

PA

PD

RI

R1/2AC

R10

R1AC

R2

R2/4AC

R3

R4

RC

RG

RR

RS

RVC

VR10

Municipalities

0 350 700 1,400 2,100 2,800 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.

Item Number: 12.f
Meeting Date: 7/28/2020
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 20-39 - An Ordinance to declare as surplus two separate parcels of property located in the Murrells Inlet area of Georgetown County, identified as TMS #41-0107A-020-00-00, and TMS #41-0402-023-00-00, and to authorize the County Administrator to dispose of the property in the manner as prescribed in the Procurement Ordinance, as amended.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Georgetown County owns certain real estate paper right of way adjacent to Running Water Drive near Wachesaw Road in Murrells Inlet, this particular parcel being approximately 50ft wide and adjacent to TMS: 41-0107A-020-00-00.

Additionally, Georgetown County owns certain real estate adjacent to Pond Road in Murrells Inlet, this particular parcel being approximately 16 acres, more or less, identified as TMS: 41-0402-023-00-00.
Georgetown County Council

County staff believes both of these properties have alternative value if declared surplus and are offered for exchange and/or sale, and recommend that County Council adopt Ordinance No. 20-39.

OPTIONS:

1. Adoption of Ordinance No. 20-39.
2. Deny adoption of Ordinance No. 20-39.

STAFF RECOMMENDATIONS:

Adoption of Ordinance No. 20-39.

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Ordinance No. 20-39 Declaration of Surplus Property	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: #20-39

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS TWO SEPARATE PARCELS OF PROPERTY LOCATED IN THE MURRELLS INLET AREA OF GEORGETOWN COUNTY AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO DISPOSE OF THE PROPERTY IN THE MANNER AS PRESCRIBED IN THE PROCUREMENT ORDINANCE, AS AMENDED.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate paper right of way adjacent to Running Water Drive near Wachesaw Road in Murrells Inlet, this particular parcel being approximately 50ft wide and adjacent to TMS: 41-0107A-020-00-00; and

WHEREAS, further, Georgetown County owns certain real estate adjacent to Pond Road in Murrells Inlet, this particular parcel being approximately 16 acres, more or less, identified as TMS: 41-0402-023-00-00; and

WHEREAS, Georgetown County Council, upon the recommendation of staff, believes both these properties have alternative value if declared surplus and offered for exchange and/or sale; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare these properties as surplus and transfer the interests by applicable deed to the succeeding parties; 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 PROPERTIES, AN APPROXIMATELY 50FT PAPER RIGHT-OF-WAY ADJACENT AND TO BE USED BY TMS# 41-0107A-020-00-00 (EXHIBIT A) AND APPROXIMATELY 16 ACRES, MORE OR LESS, IDENTIFIED AS TMS# 41-0402-023-00-00 (EXHIBIT B), ADJACENT TO POND ROAD, AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO EXCHANGE AND/OR DISPOSE OF THE SAME IN ACCORDANCE WITH THE PROCUREMENT ORDINANCE, AS AMENDED.

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 W. Thomas
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

This Ordinance, No. #20-39, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant, JD

First Reading: _____, 2020

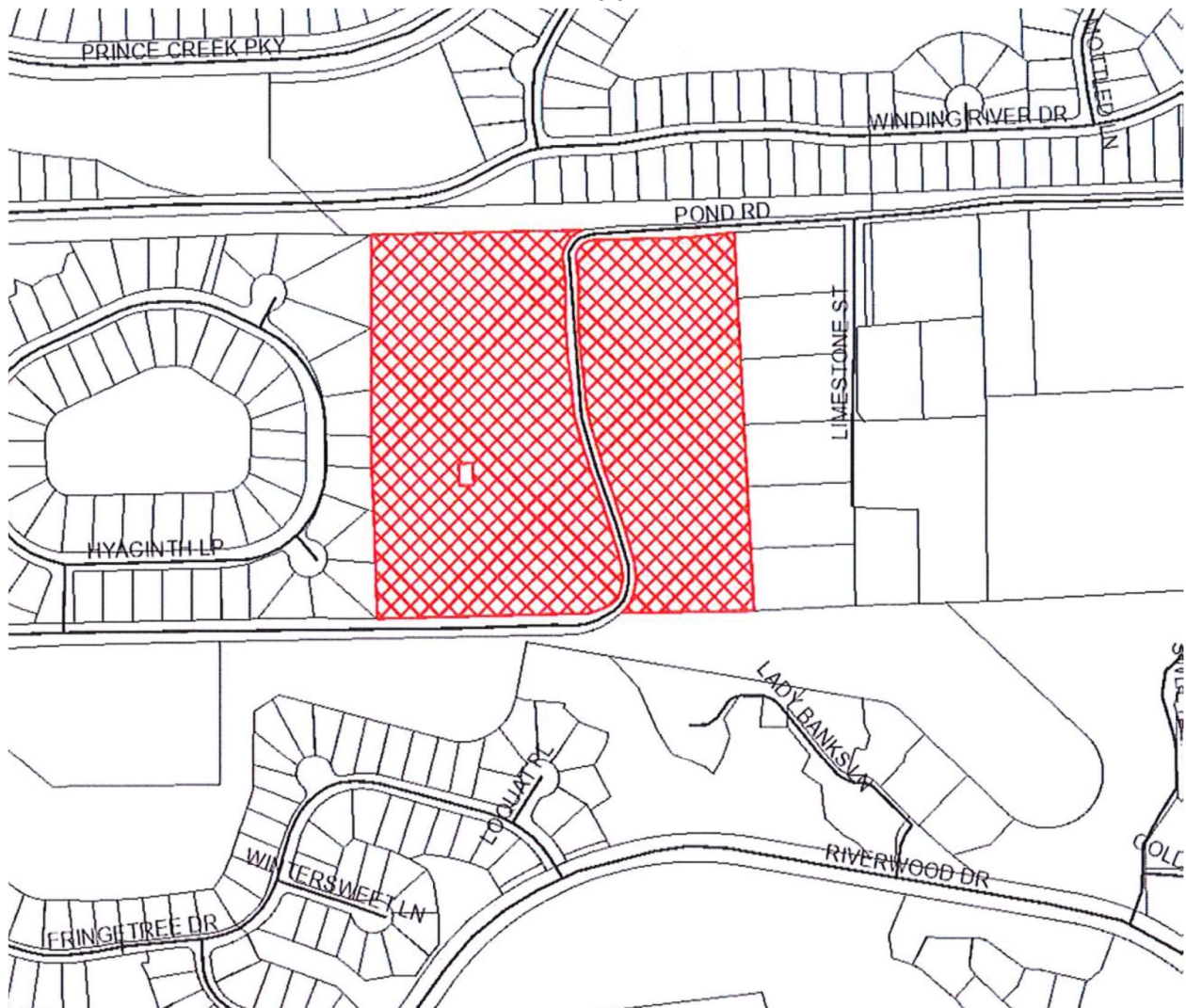
Second Reading: _____, 2020

Third Reading: _____, 2020

EXHIBIT A



Exhibit B



Item Number: 15.b
Meeting Date: 7/28/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Site Plan Review - Additional 15 units (Building 4) for The Village at Pawleys Island, a 45 unit multifamily development located west of Ocean Highway approximately 210 feet south of Gilman Road in Pawleys Island. TMS 04-0145a-015-00-00, 04-145a-017-00-00 and 04-0145a-018-00-00.

A request from Mark Donevant of Earthworks as agent for Bentley Thompson of VPI Holdings, LLC for site plan review of an additional 15 units (Building 4) for The Village at Pawleys Island, a 45 unit multifamily development located west of Ocean Hwy approximately 210 feet south of Gilman Road in Pawleys Island. TMS #'s 04-0145A-15-00-00, 04-0145A-017-00-00 and 04-0145A-18-00-00. Case Number MAJ 4-20-25088.

CURRENT STATUS:

The site contains three parcels which total approximately 2.23 acres. The site is zoned General Residential (GR).

POINTS TO CONSIDER:

1. The property is located west of Ocean Hwy approximately 210 feet south of Gilman Road in Pawleys Island. The site is bordered by the Magnolia West PD to the south and Bridges at Litchfield PD to the north. General Residential is located to the east and west.
2. Single Family and Multifamily uses are both permitted in the General Residential Zoning District. Section 607.306 of the GR section 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. 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 a fourth building containing an additional 15 units. If approved, the entire project will have 4 multi-family buildings containing a total of 60 two bedroom units.
4. 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. After adding the new phase and recalculating, the final numbers are as follows: A total of 180,000 square feet is required for the 60 two-bedroom units. Phase 1 contains 3.9 acres or 169,884 square feet and Phase 2 contains a total of 2.06 acres or 90,000 square feet bringing the total to 5.96 acres or 259,618 square feet for the entire project. After subtracting the 19,183 SF for the road and the 55,751 SF for the wetlands, the net lot area is 184,684 SF which exceeds the

required 180,000 SF. The number of units shown meets the minimum lot area per unit requirements.

5. The proposed plan complies with the 90 foot (along Ocean Hwy) front yard setback requirement as well as the 10' side yard setback. The applicant was granted a 2 foot variance by the Zoning Board of Appeals to the rear setback of 20 feet due to the paper cul-de-sac located on the rear of his property. Phase 2, Building 4 indicates a pervious/impervious ratio of 71.1%/28.9% which exceeds the 50%/50% requirement.

6. The Zoning Ordinance requires two spaces for each two bedroom unit. A total of 31 spaces (which include 2 handicap spaces) are provided for the 15 additional multi-family units. The project as a whole will have 124 spaces, which is more than the required 120 spaces.

7. Section 1201.9 of the Zoning Ordinance requires buffers between differing land use types. Multi-family developments are required to install a Level 2 buffer against existing Single Family development. A Level 2 buffer is shown to the northeast of the development adjacent to the Bridges of Litchfield. The length of this buffer is approximately 30 feet. The remaining length of the parcel (300') is wetlands and will remain undisturbed. The proposed fourth building will be located significantly further from the rear of the properties in the Bridges at Litchfield due to the existing wetlands.

A landscape plan is included that meets the minimum requirements of Article XI.

8. The site contains a total of 48 protected trees, 33 trees are marked to be removed and 15 to remain. Of the 33 trees to be removed, 2 are classified as grand trees because they are over 30" DBH. The applicant will need to provide a tree removal and replacement plan for Staff review prior to land disturbance.

9. The applicant will need to meet Midway Fire, Georgetown County Stormwater and GCWSD requirements prior to obtaining approval for this project.

10. The proposed project is expected to generate an additional 90 (15 multi-family units X 6 trips per day) ADT's per day, so a Traffic Impact Analysis will not be required for this phase. The entire project consisting of 60 units will generate a total of 360 (60 units X 6 trips per day) ADT's per day and this still falls below the 500 ADT threshold for a Traffic Impact Analysis.

11. Access for the site will be provided through phase one of the project (Puffin Drive). No additional curb cuts will be required. A paper street is located at the rear of the property. This road is not named and currently only exists on paper. At this time, there are no plans to construct this road; however, the applicant plans to construct his road all the way to the rear of his property to allow for a future cut through if the paper road is ever constructed. Due to existing wetlands, it is doubtful a road would ever be extended past the rear of the site.

12. Signage has not yet been addressed. The Zoning Ordinance allows two signs with a total of 40 square feet for each development entrance. The height may not exceed 12 feet.

13. The property is located in flood zone X.

14. Staff recommended approval of the site plan as submitted subject to the following: final approval from Midway Fire, Georgetown Stormwater and GCWSD; a detailed tree removal/replacement plan to be submitted and approved by staff prior to land disturbance; and a detailed landscape plan shall be submitted and approved by staff prior to construction.

15. The Planning Commission held a public hearing on this issue at their June 20th meeting. Five people spoke in opposition to the project with concerns about the loss of trees, drainage issues, buffers, the granting of a variance by the ZBA and the needed future approvals. After some discussion regarding the listing of multi family uses in the GR zoning district, the role of the ZBA and the agreed upon access for the adjacent property near the paper cul de sac, the Commission voted 6 to 1 to recommend approval for the site plan.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny
3. Approve an amended plan
4. Defer action
5. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ location map	Exhibit
▣ aerial map	Exhibit
▣ zoning map	Exhibit
▣ site plan	Exhibit
▣ village at PI attachments	Backup Material

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ VPI Land Holdings, LLC

□ 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.



Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ VPI Land Holdings, LLC

□ Lot Lines

— Railroads

◆ Landmarks

Imagery2017Med

RGB

Red: Band_1

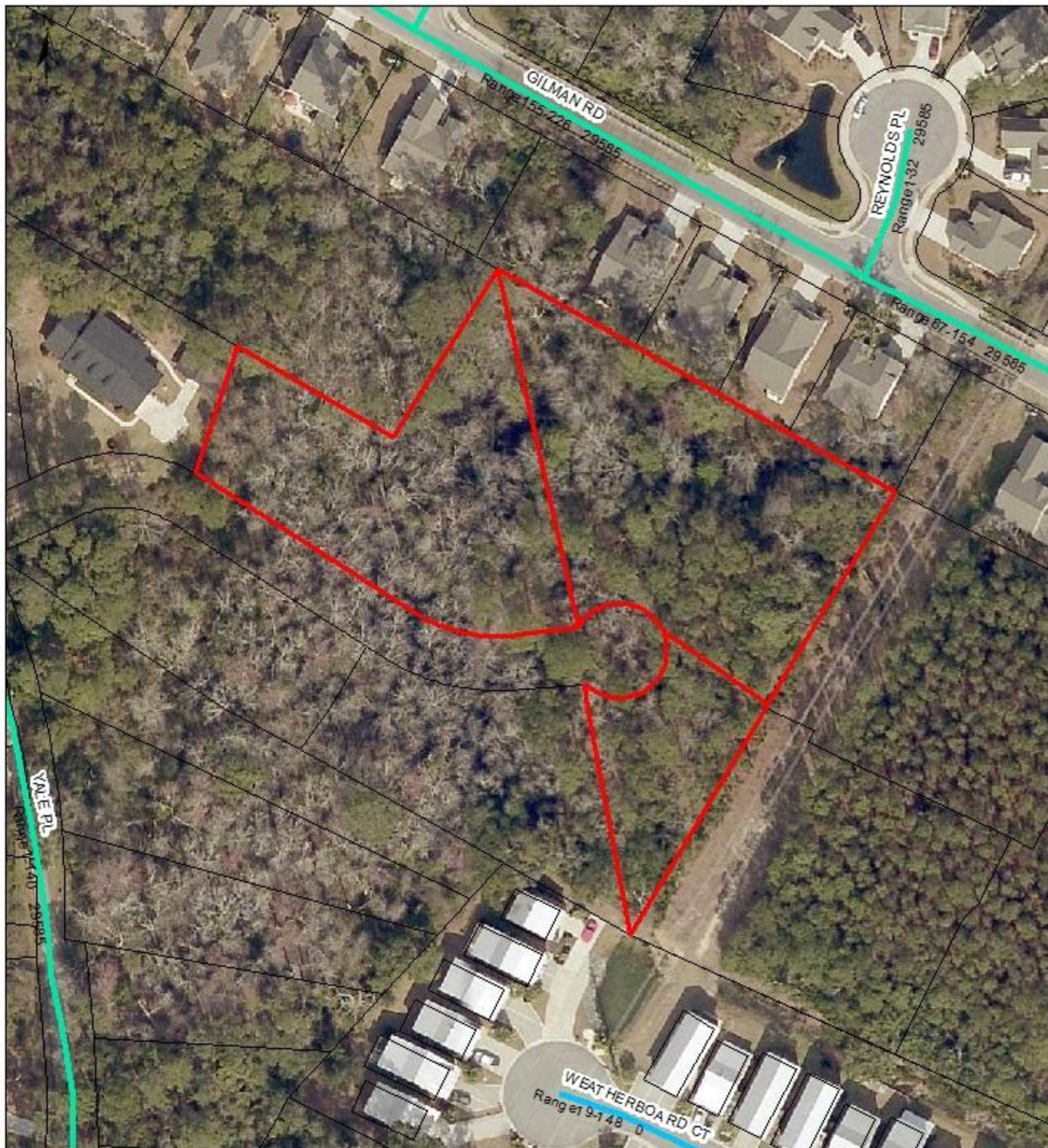
Green: Band_2

Blue: Band_3

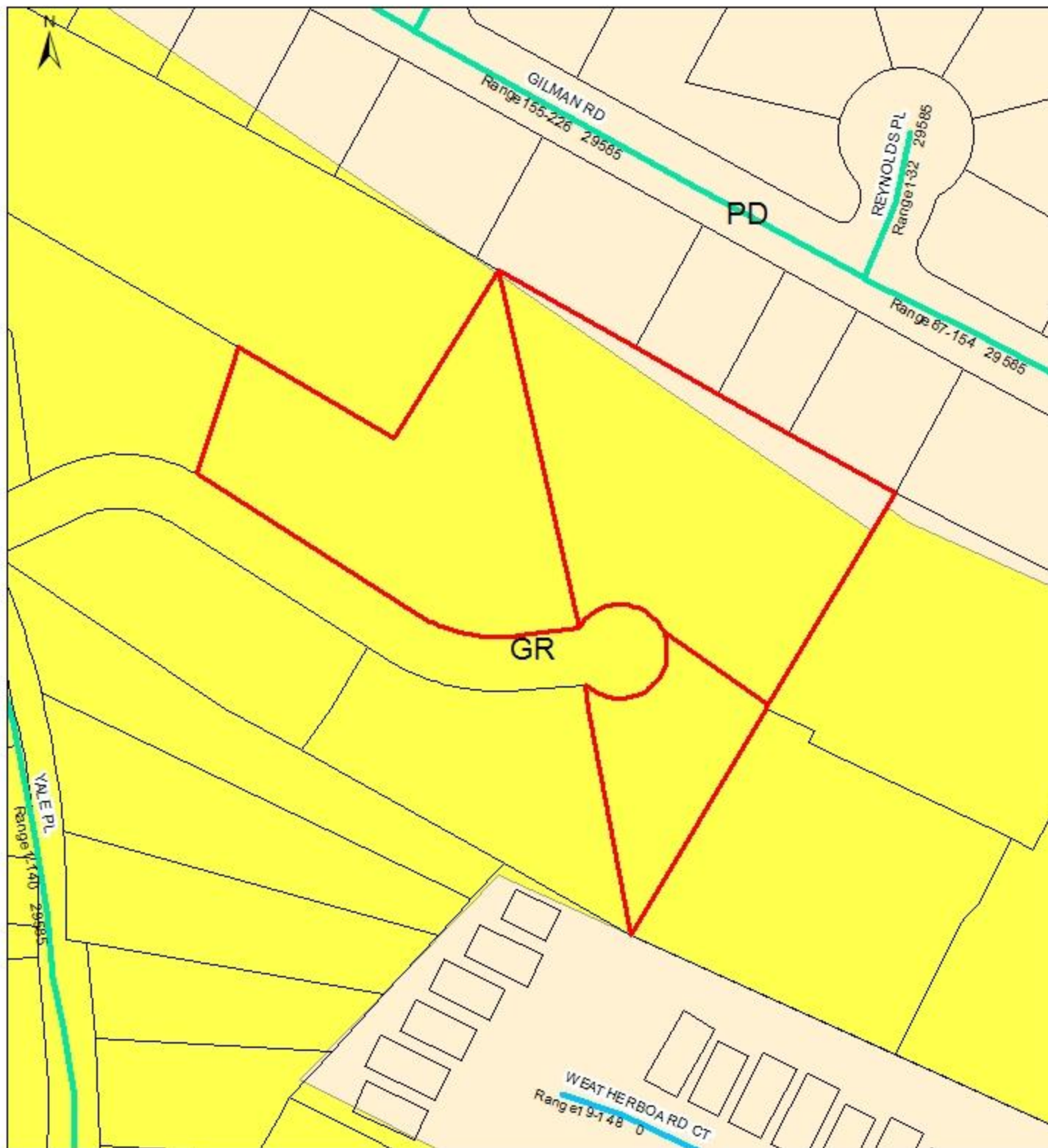
— Municipalities

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VPI Land Holdings, LLC Property Zoning MAJ 4-20-25088



Legend

Streets

all other values

Maintained By

County

Private

State

VPI Land Holdings, LLC

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

PA

PA/C

PA/R

GC

GR

GRR

HI

U

MHP

MR10

NC

CC

SA

PO

RI

RI/2AC

RI0

RIAC

R2

R2/4AC

R3

R4

RC

RG

RR

RS

R/C

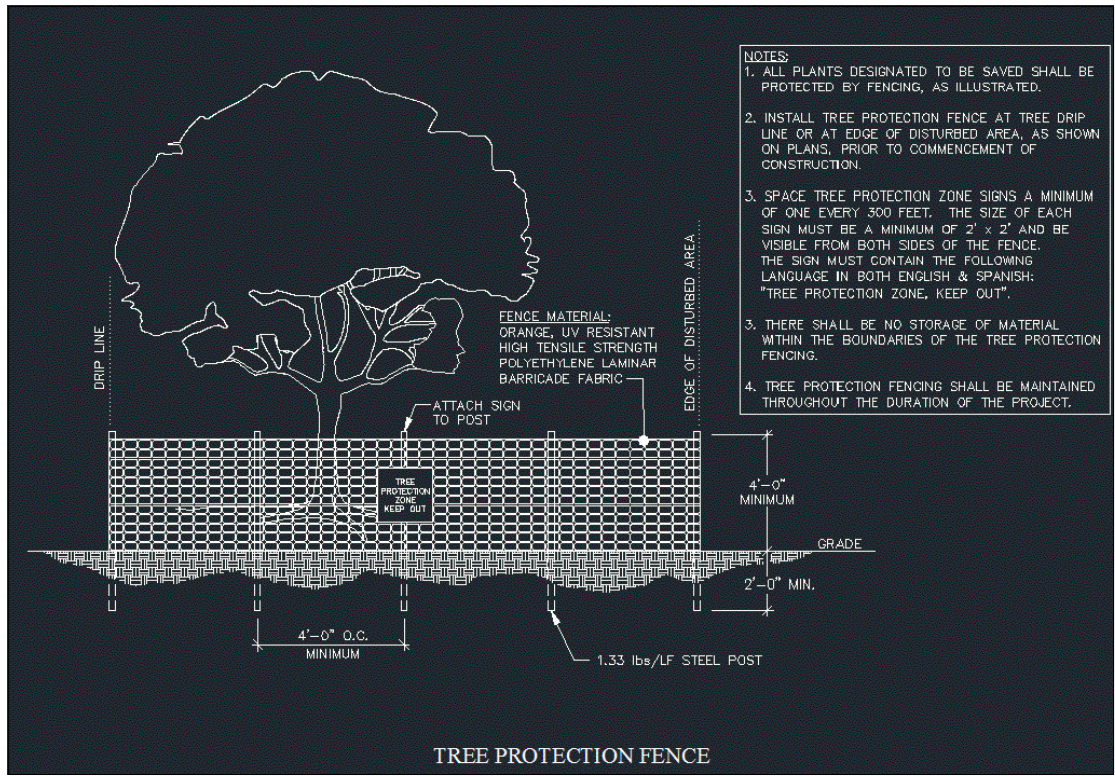
VR10

Municipalities

0 35 70 140 210 280 Feet

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DRAWING NAME: THE VILLAGES AT PAWLEYS ISLAND PHASE 2 - LANDSCAPE PLAN C4.1, JAN. 14, 2020 - L&P/WORKS



DEVELOPMENT GENERAL NOTES:

CLIENT: BENTLEY THOMPSON
COMPANY: VPI LAND HOLDINGS, LLC
ADDRESS: 3306 GAITHER COURT
MYRTLE BEACH, SC 29588

THE MAJORITY OF THIS PROPERTY IS LOCATED IN
FLOOD ZONE X ACCORDING TO
F.I.R.M. # 45008050166
REVISED OCTOBER 16, 1992
"X" FLOOD ZONE = 2.06AC
OVERALL AREA = 2.06 AC
TMS # 04-0145A-015-00-00, 04-0145A-017-00-00,
04-0145A-018-00-00

DEVELOPMENT NAME: THE VILLAGES AT PAWLEYS ISLAND PHASE 2
DEVELOPMENT TYPE: MULTIFAMILY
• TOTAL ACREAGE = 2.06 AC (90,000 SF), (3 LOTS)
• TOTAL UPLANDS = 1.05 AC (46,010 SF), (3 LOTS)
• TOTAL JURISDICTIONAL WATER OF THE US = 1.01 AC, 43,990 TOTAL
DISTURBED AREA = 1.05 AC (46,010 SF)
• PONDS = 0.14 AC, 6,462 SF
• BLDG 8,139 SF
• PARKING STALLS 8,376 SF
• DRIVEWAY 2,650 SF
• SIDEWALK 398 SF
• STORMWATER PONDS 6,462 SF
• TOTAL UPLAND OPEN SPACE 19,985 SF
• NET DENSITY 43,360 SF, 0.995AC

ZONING
• CURRENT ZONING: GR
• PROPOSED ZONING: GR
• MINIMUM LOT SIZE = 10,000 SF
• MAXIMUM BLDG. HEIGHT = 35 FT

BUILDING SETBACKS
• FRONT SETBACK (HWY 17): 90'
• SIDE SETBACK: N/A
• REAR SETBACK: 18' (VARIANCE APPR)
• CORNER SETBACK: N/A

WATER AND SEWER TO BE PROVIDED BY GC/WSO.
LAKE MAINTENANCE EASEMENTS PROVIDED HEREON SHALL BE
MEASURED 12 FEET FROM THE TOP OF BANK OR FROM THE
NORMAL WATER ELEVATION WHEN THE SIDE SLOPES ARE 3:1 OR
FLATTER.

LOT 5
EXISTING TREES AND SHRUBS IN WETLANDS TO REMAIN
UNDISTURBED. CANOPY TREE 2+ DBH ESTIMATED COUNT
30+, SHRUB ESTIMATED COUNT 150+

BUILDING 4
3 X FLOORS @ 5 UNITS
PER FLOOR
15 UNIT BUILDING

LOT 4
EXISTING TREES AND SHRUBS IN WETLANDS TO REMAIN
UNDISTURBED. CANOPY TREE 2+ DBH ESTIMATED COUNT
30+, SHRUB ESTIMATED COUNT 150+

LOT 40
EXISTING TREES AND SHRUBS IN WETLANDS TO REMAIN
UNDISTURBED. CANOPY TREE 2+ DBH ESTIMATED COUNT
30+, SHRUB ESTIMATED COUNT 150+

LOT 40
EXISTING TREES AND SHRUBS IN WETLANDS TO REMAIN
UNDISTURBED. CANOPY TREE 2+ DBH ESTIMATED COUNT
30+, SHRUB ESTIMATED COUNT 150+

LOT 40
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30+, SHRUB ESTIMATED COUNT 150+

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LOT 40
EXISTING TREES AND SHRUBS IN WETLANDS TO REMAIN
UNDISTURBED. CANOPY TREE 2+ DBH ESTIMATED COUNT
30+, SHRUB ESTIMATED COUNT 150+

TREE PROTECTION REQUIREMENTS:
CALCULATIONS ARE FOR UPLANDS ONLY
TREES IN WETLANDS ARE NOT INCLUDED IN THESE
CALCULATIONS
TREE REMOVAL IN EXISTING CUL-DE-SAC NOT
CALCULATED

TOTAL TREES = 37 LOTS 4,5, AND 6 UPLANDS
TREES TO BE REMOVED = 24
TREES TO REMAIN = 13

TOTAL AREA 90,000/37 TREES = 2,432SF/2 TREE (2)
TREES OVER 30' DBH

TOTAL OPEN SPACE = 19,985
19,985 / 2,432 = 8.2 X 2 = 16.4 TREES REQUIRED

13 TREES TO REMAIN

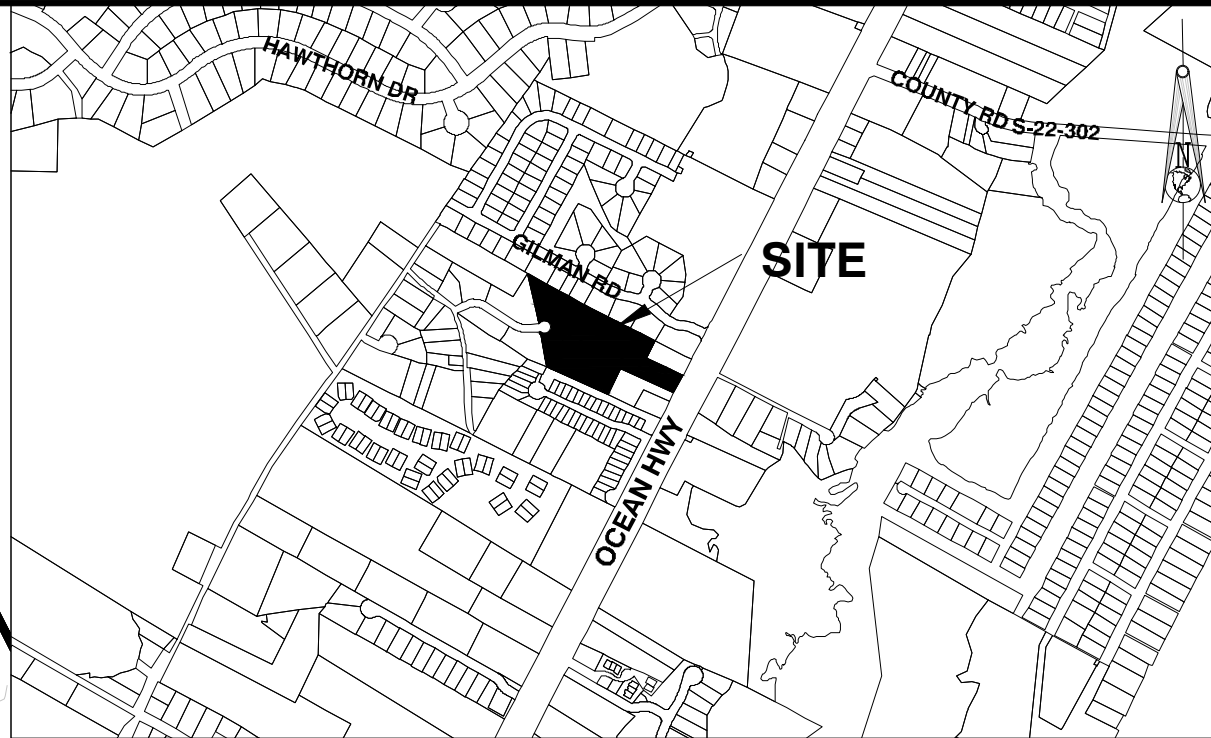
TREE PROTECTION REQUIREMENTS:
TREE REMOVAL IN EXISTING CUL-DE-SAC
TOTAL TREES = 11
TREES TO BE REMOVED = 9
TREES TO REMAIN = 2

TOTAL AREA 4881/11 TREES = 443 SF/1 TREE
TOTAL OPEN SPACE = 3,142 SF
3,142 / 443 = 7 TREES REQUIRED

2 TREES TO REMAIN

Existing Tree Legend

- laurel oak
- water oak tree
- live oak tree
- maple tree
- gum tree
- magnolia tree



VICINITY MAP

TMS # 04-0145A-015-00-00, 04-0145A-017-00-00, &
04-0145A-018-00-00

LANDSCAPE NOTES:

LANDSCAPING IS TO BE PROVIDED AS SHOWN PRIOR TO
COMPLETION OF BUILDINGS.

THIS LANDSCAPE PLAN HAS BEEN REVIEWED AND APPROVED
BY THE OWNER/RESPONSIBLE AGENT WHO UNDERSTANDS
THAT ANY CHANGES, SUBSTITUTIONS, OR DELETIONS MAY
REQUIRE REVIEW AND APPROVAL BY THE RESPONSIBLE
REVIEWING AUTHORITY.

3 INCHES OF PINE STRAW MULCH SHALL BE APPLIED OVER
ALL PLANT BEDS.

ALL LANDSCAPE PLANTINGS SHALL BE IRRIGATED WITH AN
AUTOMATIC IRRIGATION SYSTEM, OR BE WITHIN 100 FEET OF
A WATER HOSE BIB.

THIS LANDSCAPE PLAN IS DESIGNED SPECIFICALLY FOR
GRAND STRAND HEALTH AND WELLNESS. THE PLANT SPECIES
IS SUBJECT TO CHANGE AT THE REQUEST OF THE OWNER OR
LANDSCAPER.

LANDSCAPE PLANT SPECIES MAY NOT BE CHANGED WITHOUT
APPROVAL OF HORRY COUNTY PLANNING.

ONE YEAR WARRANTY ON ALL PLANTS BY CONTRACTOR
INSTRUCTOR

ZONING REQUIREMENTS:

- LANDSCAPE BUFFER TYPE 2 (10FT)
3 CANOPY TREES, 6 UNDERSTORY TREES, 6 EVERGREEN, AND
10 SHRUBS PER 100 FT

TREES TO BE REMOVED

TREES TO BE PROTECTED
PER DETAIL.

LANDSCAPING LEGEND:

CANOPY TREES TO REACH A HEIGHT OF AT LEAST 40' AT
MATURITY:
DECIDUOUS CANOPY TREES TO BE 2.0" IN CALIPER AND 10'
TALL AT TIME OF PLANTING. MULTI STEM TREES MAY BE
ONLY 10' AT TIME OF PLANTING
EVERGREEN CANOPY TREES TO BE 2.0" IN CALIPER AND 5'
TALL AT TIME OF PLANTING.

UPLAND PLANTING SCHEDULE

CANOPY TREES

2 - (Mg) Magnolia grandiflora, SOUTHERN MAGNOLIA

2 - (Ar) Acer rubrum, RED MAPLE

UNDERSTORY TREES

2 - (Lj) Lagerstroemia indica, Crape Myrtle

EVERGREEN/CONIFERS, MIN 5' IN HEIGHT

2 - (Lj) Ligustrum japonicum, WAX LEAF LIGUSTRUM, 3 GALLON

2 - (Mc) Myrica cerifera, Wax Myrtle, 3 GALLON

SHRUBS, 24" IN HEIGHT

30 - (Cc) Ilex crenata 'Compacta', COMPACTA JAPANESE HOLLY

*NOTE:
OTHER SPECIES LISTED IN THE ZONING ORDINANCE
MAY BE USED FOR LANDSCAPING, PROVIDED THEY MEET THE SPECIFIC SITE
REQUIREMENTS.
NO CHANGES ARE TO BE MADE WITHOUT APPROVAL FROM GEORGETOWN COUNTY
PLANNING AND ZONING.

NOTES: TREE PLANTING

- ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARDS
FOR NURSERY STOCK (ANSI Z60.1-2004). PLANT ACCORDING TO ANSI A300 PART 6.
- DIG THE PLANTING HOLE A MINIMUM OF 2X WIDTH OF ROOTBALL FOR AT LEAST THE
FIRST 12 INCHES OF DEPTH. BELOW 12 INCHES, DIG HOLE WIDE ENOUGH TO PERMIT
ADJUSTING. DO NOT DIG THE HOLE DEEPER THAN ROOT BALL DEPTH.
- SCARIFY THE SUBGRADE AND SIDES OF THE PLANTING HOLE WHEN PLANTING IN CLAY
SOILS (MORE THAN 15% CLAY).
- LIFT AND SET THE TREE BY ROOT BALL ONLY. DO NOT LIFT USING THE TREE TRUNK
AND DO NOT USE TREE TRUNK AS A LEVER.
- SET THE TOP OF THE ROOT BALL LEVEL WITH THE SOIL SURFACE OR SLIGHTLY
HIGHER IF THE SOIL IS PRONE TO SETTLING.
- AFTER THE TREE IS SET IN PLACE, REMOVE BURLAP, WIRE AND STRAPS FROM AT
LEAST THE UPPER 1/3 OF THE ROOTBALL.
- BACKFILL WITH EXISTING SOIL THAT HAS BEEN WELL-TILLED OR BROKEN UP. DO NOT
ADD AMENDMENTS TO THE BACKFILL SOIL. AMEND THE SURFACE WITH MULCH.
- USE THREE 2" X 2" WOOD STAKES DRIVEN INTO UNDISTURBED SOIL A MINIMUM OF 16
INCHES. SPACE STAKES EQUALLY AROUND THE TREE.
- ATTACH 3/4" NYLON WEBBING TO CONNECT THE TREE TO STAKES. ATTACH WEBBING
AT 1/3 THE TREE HEIGHT.
- APPLY A 2-3" (SETTLED) DEPTH OF PINE STRAW OR BARK MULCH TO THE PLANTING
SURFACE. LEAVE A 2" SPACE AROUND THE TRUNK FOR AIR CIRCULATION.
- PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL
BE IN ACCORDANCE WITH ANSI A300 SPECIFICATIONS.
- REMOVE ANY TRUNK WRAP REMAINING AT TIME OF PLANTING. NO WRAPS SHALL BE
PLACED ON TRUNK.

NOTES: TYPICAL SHRUB PLANTING, INDIVIDUAL PLANTING HOLE

- DIG PLANTING HOLE AT LEAST 2X THE WIDTH OF
THE ROOT BALL OR CONTAINER.
- SCARIFY SUBGRADE AND SIDES OF PLANTING
HOLE WHEN PLANTING IN CLAY SOIL.
- SET THE TOP OF THE ROOT BALL LEVEL WITH
THE SOIL SURFACE, OR 1-2" ABOVE IF THE SOIL IS
PRONE TO SETTLING.
- IF CONTAINER GROWN PLANT, GENTLY SLIDE
PLANT OUT OF CONTAINER, DISTURB THE ROOTS.
- IF B&B PLANT, REMOVE BURLAP FROM AT LEAST
THE TOP 12 INCHES OF THE ROOTBALL, WITHOUT
DISTURBING THE ROOTBALL. REMOVE ALL CORD
FROM THE TRUNK. REMOVE BURLAP AND WIRE
BASKET (IF PRESENT) FROM THE ROOT BALL.
- BACK FILL THE PLANTING HOLE WITH
EXCAVATED NATIVE SOIL, BROKEN UP OR TILLED.
WATER TO REMOVE AIR POCKETS. DO NOT ADD
AMENDMENTS.
- PLACE PINE STRAW OR BARK MULCH ON THE
SURFACE TO A (SETTLED) DEPTH OF 1 TO 3
INCHES.

JOB NAME: 171031004 - THE VILLAGES AT PAWLEYS ISLAND PHASE 2

PROJECT: 171031004

DATE: 11/22/2019

SCALE: 1:30 XREF

DESIGNED BY: SGS

DRAWN BY: RLH

CHECKED BY: SGS

THE VILLAGES AT PAWLEYS ISLAND PHASE 2

LANDSCAPE PLAN

BENTLEY THOMPSON
GEORGETOWN COUNTY, SOUTH CAROLINA

PREPARED FOR: SGS

DRAWN BY: RLH

CHECKED BY: SGS

SHEET

C4.1

EARTHWORKS

planning and design consultants

11655 HIGHWAY 707

MURRELLS INLET, SC 29576

843.651.7900

(FAX) 843.651.7903

www.earthworksgroup.com

PRELIMINARY

NOT FOR

CONSTRUCTION



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: The Village at Pawleys Island Building 4

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 ~~XXXX~~ Sewer
- ☐ 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: 04-0145A-015-00-00, 04-0145A-017-00-00 & 04-0145A-018-00-00

Street Address: Puffin Drive

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

Lot / Block / Number: Lot 4, 5 & 6 Litchfield Plant

Current Zoning Classification: GR

Existing Use: Undeveloped

Proposed Use: Multi Family

Property Owner of Record:

Name: VPI Land Holdings, LLC

Address: 3306 Gaither Court

City/ State/ Zip Code: Myrtle Beach, SC 29588

Telephone/Fax: 843-458-9083

E-mail: bent727@aol.com

Signature of Owner / Date:  3/31/20 SIGN HERE

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: The EARTHWORKS Group

Address: P.O. Box 201

City / State / Zip Code: Murrells Inlet, SC 29576

Telephone/Fax: 843-651-7900

E-mail: tasmith@earthworksgroup.com / mdonevant@earthworksgroup.com

Signature of Agent/ Date: 

Signature of Owner /Date:  3/31/20 SIGN HERE

Contact Information:

Name: Trudy Smith/Mark Donevant

Address: P.O. Box 201, Murrells Inlet, SC 29576

Phone / E-mail: 843-651-7900

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.

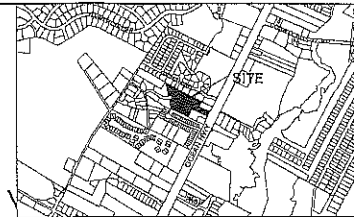
All information contained in this application is public record and is available to the general public.

EXISTING PHASE 1:
 TOTAL ACRES: 2.4 AC (164,897 SF)
 TOTAL IMPAVED AREA = 1.4 AC (96,874 SF)
 TOTAL PAVED AREA = 1.4 AC (96,874 SF)
 TOTAL UNPAVED AREA = 1.0 AC (68,023 SF)
 TOTAL AREA = 2.4 AC (164,897 SF)
 DENSITY: 11.0 UDS/AC (11,000 UDS)

EXISTING PHASE 2:
 TOTAL ACRES: 2.4 AC (164,897 SF)
 TOTAL IMPAVED AREA = 1.4 AC (96,874 SF)
 TOTAL PAVED AREA = 1.4 AC (96,874 SF)
 TOTAL UNPAVED AREA = 1.0 AC (68,023 SF)
 TOTAL AREA = 2.4 AC (164,897 SF)
 DENSITY: 11.0 UDS/AC (11,000 UDS)

PROPOSED PHASE 2:
 TOTAL ACRES: 2.4 AC (164,897 SF)
 TOTAL IMPAVED AREA = 1.4 AC (96,874 SF)
 TOTAL PAVED AREA = 1.4 AC (96,874 SF)
 TOTAL UNPAVED AREA = 1.0 AC (68,023 SF)
 TOTAL AREA = 2.4 AC (164,897 SF)
 DENSITY: 11.0 UDS/AC (11,000 UDS)

PROPOSED COMBINED PHASES:
 TOTAL ACRES: 4.8 AC (329,794 SF)
 TOTAL IMPAVED AREA = 2.8 AC (193,748 SF)
 TOTAL PAVED AREA = 2.8 AC (193,748 SF)
 TOTAL UNPAVED AREA = 2.0 AC (136,046 SF)
 TOTAL AREA = 4.8 AC (329,794 SF)
 DENSITY: 22.0 UDS/AC (22,000 UDS)



VICINITY MAP

TMS # 04-01-45A-015-00-00, 04-01-45A-017-00-00, & 04-01-45A-018-00-00

DEVELOPMENT GENERAL NOTES:

- CLIENT: BENTLEY THOMPSON
 COMPANY: VILLAGE DEVELOPMENT, LLC
 ADDRESS: 2000 GARDEN COURT
 MYRTLE BEACH, SC 29577
- THE MAJORITY OF THIS PROJECT IS LOCATED IN FLOOD ZONE 1, ACCORDING TO FIRM 17-02-001-001, DATED 02/01/17.
- DEVELOPMENT TYPE: RESIDENTIAL
- TOTAL ACRES: 2.4 AC (164,897 SF)
 - TOTAL IMPAVED AREA: 1.4 AC (96,874 SF)
 - TOTAL PAVED AREA: 1.4 AC (96,874 SF)
 - TOTAL UNPAVED AREA: 1.0 AC (68,023 SF)
 - TOTAL AREA: 2.4 AC (164,897 SF)
 - DENSITY: 11.0 UDS/AC (11,000 UDS)
 - NET IMPAVED AREA: 1.4 AC (96,874 SF)
 - NET UNPAVED AREA: 1.0 AC (68,023 SF)
 - NET TOTAL AREA: 2.4 AC (164,897 SF)

EXISTING BUILDINGS:
 1. 1,000 SQ. FT. BLDG.
 2. 1,000 SQ. FT. BLDG.
 3. 1,000 SQ. FT. BLDG.

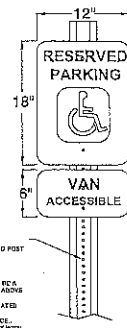
PROPOSED BUILDINGS:
 1. 1,000 SQ. FT. BLDG.
 2. 1,000 SQ. FT. BLDG.
 3. 1,000 SQ. FT. BLDG.

WATER AND SEWER TO BE PROVIDED BY OWNER.

LAND AND SURFACE ELEVATIONS PROVIDED HEREIN SHALL BE BASED ON THE 1985 MEAN SEA LEVEL DATUM. THE ELEVATIONS SHALL BE BASED ON THE 1985 MEAN SEA LEVEL DATUM. THE ELEVATIONS SHALL BE BASED ON THE 1985 MEAN SEA LEVEL DATUM.

PROPOSED IMPROVEMENTS:

- 1. 1.5 SPACES FOR STREETSIDE PARKING UNIT = 3 SPACES
- 2. 2 SPACES FOR STREETSIDE PARKING UNIT = 4 SPACES
- 3. 3 SPACES FOR STREETSIDE PARKING UNIT = 6 SPACES
- 4. 4 SPACES FOR STREETSIDE PARKING UNIT = 8 SPACES
- 5. 5 SPACES FOR STREETSIDE PARKING UNIT = 10 SPACES
- 6. 6 SPACES FOR STREETSIDE PARKING UNIT = 12 SPACES
- 7. 7 SPACES FOR STREETSIDE PARKING UNIT = 14 SPACES
- 8. 8 SPACES FOR STREETSIDE PARKING UNIT = 16 SPACES
- 9. 9 SPACES FOR STREETSIDE PARKING UNIT = 18 SPACES
- 10. 10 SPACES FOR STREETSIDE PARKING UNIT = 20 SPACES



RESERVED PARKING

VAN ACCESSIBLE

HANDICAP PARKING SIGN

12' x 18'

12' x 18'

12' x 18'

12' x 18'

12' x 18'

12' x 18'

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12' x 18'

EARTHWORKS
 Planning and design consultants
 11855 HIGHWAY 702
 MYRTLE BEACH, SC 29576
 (843) 681-5151
 www.earthworksmap.com

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

DATE	REVISION	BY	CHKD
11/15/2017	1	JTB	JTB
11/15/2017	2	JTB	JTB
11/15/2017	3	JTB	JTB
11/15/2017	4	JTB	JTB
11/15/2017	5	JTB	JTB
11/15/2017	6	JTB	JTB
11/15/2017	7	JTB	JTB
11/15/2017	8	JTB	JTB
11/15/2017	9	JTB	JTB
11/15/2017	10	JTB	JTB

THE VILLAGES AT PAWLEYS ISLAND PHASE 2
 SITE PLAN
 BENTLEY THOMPSON
 GERMANTOWN, SOUTH CAROLINA

DATE: 11/15/2017
 SCALE: 1"=40'-0"

DESIGNED BY: JTB
 DRAWN BY: JTB
 CHECKED BY: JTB

SHEET
C1.2



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Mark Donevant of Earthworks as agent for VPI Land Holdings, LLC for site plan review of an additional 15 units (Building 4) for The Village at Pawleys Island, a 45 unit multifamily development located west of Ocean Hwy approximately 210 feet south of Gilman Road in Pawleys Island. TMS #'s 04-0145A-15-00-00, 04-0145A-017-00-00 and 04-0145A-18-00-00. Case Number MAJ 4-20-25088.

The Planning Commission will be reviewing this request on **Thursday, June 18, 2020 at 5:30 p.m. in the Howard Auditorium at 1610 Hawkins Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

6/11/2020

System favors developers

to the editor:

As a member of the Keep Green steering committee, I was contacted recently by a board member from the Bridges development. He explained the community has been concerned with the negative impact the Villages at Pawleys development is having on their neighborhood. They believe the value of their forever homes has declined due to the intrusion of this new development.

Travel down Gilman Rd toward the Stables Tennis Center. Look at the first few homes. Instead of a treed backyard, these homes now have a three-story, yellow apartment building overlooking their backyards. Good-bye bucolic view and backyard privacy.

The county planning and development process has completely disregarded the rights of the adjacent community in both Phase 1 and Phase 2 of the building of the Villages. They allowed the developer to construct Phase 1 buildings right up to the setback line of the Bridges.

The developer is now ready for Phase 2 of the Villages. Since he needed a variance for his proposed plan, he petitioned the county Zoning Board of Appeals. The meeting was last Thursday night. I attended to understand the process. The usual attorney was there to represent the developer. Homeowners from the Bridges spoke eloquently opposing the variance request. They lost 4-1, not even close. There was no explanation from the appeals board, just silence.

Without getting too far into the weeds, zoning boards are governed by strict laws in terms of granting variances. To grant a variance, a board needs to find that there are extraordinary and exceptional conditions pertaining to the property; and these conditions do not generally apply to other property in the vicinity; and because of these conditions, the application of the ordinance would effectively prohibit or unreasonably restrict the utilization of the property; and a variance will not be of substantial detriment to

adjacent property or to the public good, and the character of the district will not be harmed by the granting of the variance.

In the few questions posed by the Zoning Appeals Board members these criteria were disregarded. Even the developer's attorney did not seem compelled to address them. He even admitted there were feasible alternatives the developer could employ to build within the existing requirements, but it would involve some additional time and expense. With that argument, 80 percent of the board voted for the developer.

The process I witnessed last Thursday was flawed. In what is supposed to be a balanced approach, the developer was the heavy favorite. The community never had a chance.

We already know developers see the Waccamaw Neck as a potential pot of gold. If last week's process is the norm it is good-bye to the Waccamaw Neck lifestyle, hello Myrtle Beach.

Andy Hallock
River Club

Tiffany Coleman

From: mhrana9@aol.com
Sent: Friday, May 15, 2020 3:42 PM
To: Tiffany Coleman
Subject: RE : VPI Land Holdings

Follow Up Flag: Follow up
Flag Status: Flagged

I recently received the Property Location of the VPI Land Holdings adjacent to the Bridges development, Pawleys Island.

The plat shows the property access via Yale Place but after having driven up and down Yale Place no access road was apparent.

Exiting The Bridges from Gilman Rd. going South on Rt. 17 the entrance to this property is off 17.

There is no direct access to Rt. 17 for cars going north. This already will pose a traffic problem with the buildings presently being completed on this property.

I strongly oppose any further development of three-story condos on this property. Traffic flow on Rt 17 cannot accommodate this without increased traffic hazards.

Mary Rana
106 Dunning Road
Pawleys Is, sc 29585

Tiffany Coleman

From: Sherri Fiorentino <s_fiorentino@hotmail.com>
Sent: Monday, May 11, 2020 4:44 PM
To: Tiffany Coleman
Cc: Holly Richardson
Subject: Public Hearing - Village of Pawleys Island

Follow Up Flag: Follow up
Flag Status: Flagged

Please accept this email as my letter of total disagreement with the Planned Phase 4 of Village of Pawleys Island.

I voiced my concerns (as well as many others) at the first Hearing meeting regarding this property, and felt we were all completely unheard by the County Board. The County approved this development and, as would be, must have been supervising the construction.

This development has negatively affected my community of Bridges of Litchfield, and this was evident from the very first of the construction. I don't believe that these buildings were built with either the coded buffer distances or materials and/or plantings of trees that were laid out-either way, I must say "shame on you". You only have to see how these three buildings (3-story condos) sit and encroach my neighbors properties and are in clear view of others and all who enter our community.

The lack of privacy (that can't even possibly be fixed for many homes and horrendous to those Owners), , quality of living and value of our neighborhood, flooding concerns, noise levels (outrageous), and what they are doing with our outside roads look like they will only add to the difficulty of the pending volume of more traffic.

It is already a disaster for our neighborhood, but another Phase(s) is that much worse for all of the reasons that I have mentioned.

I pay my taxes, I take very good care of my property, I am a good citizen, I buy local, and unfortunately I am so disappointed with the most recent decisions made by Georgetown County Officials that are allowing this destructive over-building (especially on these tiny parcels where developers rip up trees and wildlife, encroach themselves on other Neighborhoods and Citizens to squeeze out as many \$\$\$\$ as they can get).

I do not need to read this at your meeting, but please consider in your decision(s).

Thank you,
Sherri Fiorentino

Tiffany Coleman

From: Vicki Davis <vicbillsc@yahoo.com>
Sent: Friday, May 08, 2020 4:14 PM
To: Tiffany Coleman
Subject: Planning Commission Case number MAJ 4-20-25088 (Bridges at Litchfield)

Follow Up Flag: Follow up
Flag Status: Flagged

I will be reading this at the virtual meeting on May 21, 2020.

Dear Planning Commission members,

My name is Vicki Davis and I am a resident and Vice President of the Board of Directors of the Bridges at Litchfield community. I attended the Planning Commission meeting several years ago when unfortunately the Commission immediately approved the developer's plans to build The Villages at Pawleys ,a three story, three building condominium development. Almost two years later, I have learned how naive I was to think that a public servant could vote yes to ruin the lives and dreams of people in our community and destroy property values. You all have heard about the issues of infrastructure, the stripping of beautiful, old oak and other trees unnecessarily, the buffer of only twenty feet, the storm drain issue, and the list goes on and on. Tonight I am here to tell you about the value and quality of human life that this developer is destroying in our community. I am not naive any more! I implore you to vote NO for the expansion of this condo development.

Have any of you even driven down Gilman Road in our community to see the first three homes my neighbors considered their "forever" homes? These people can no longer even sit in their back yards without the possibility of thirty people in the condos staring down at them just a short distance away. I ask you put yourselves in this situation. How would you feel if this was done to your home that you took pride in? Now the developer wants a fourth building to be approved behind four more lovely homes on Gilman Road. I am asking you to please stop this madness here tonight with a NO vote. The value of human lives living in peace should come first.

Yes, we were too late to save the first three homes on Gilman and sadly they have paid the price now and will continue to do so. We can, however, stop this here and now before others in our community have to suffer. I respectfully ask you, "Please don't do this again". Saving these peoples' homes and saving our peaceful community is in your hands. LETS STOP THEM NOW AND VOTE NO TONIGHT!!

Thank you

To Whom It May Concern,

My name is Jeremy Bonser and I live in 147 Gilman Road, Pawleys Island in the community of The Bridges at Litchfield. My lot is diagonal from the current progress of The Village at Pawleys Island. My wife and I are employees of Georgetown County School District with Caitlin teaching Pre-K Special Education at McDonald Elementary and I am the Assistant Principal at Carvers Bay High. We have been fortunate enough to have moved into our home in 2013 and love the location of our home until recently.

We understand that the Pawleys Island area is growing but with the building of The Village at Pawleys Island, our pleasant quiet home has not been so quiet. We understand that construction is noisy as we have seen with the building of our own community, but seen how The Village has changed things drastically for the first 3 lots entering the Bridges at Litchfield and are concerned for our privacy moving forward.

During the building process the community and homeowners of the first 3 lots were under the impression that there was going to be a natural buffer between the lots of the homes in the Bridges and the building of The Village. As there is the minimum of 20 feet between the edge of the lot and the physical structure there is no physical buffer between the two. All the trees and natural landscape had been taking away, eliminating all privacy for those homeowners with many of their bedrooms located on that side of the house. This is alarming to myself and the other homeowners that boarder this proposed property line. If the construction were to take place, we request a minimum of a 20 foot natural buffer (untouched natural landscape already in place) to remain to give privacy between ourselves and the new structures being built.

A major concern for myself is the body of water that runs from the new proposed lot that is found on the property of the new proposed structures and runs through my property. During Hurricanes and the 1000 year flood, that body of water flooded greatly and affected my lot due to the amount of water. I am concerned what will take place if any serious alterations take place that could cause damage to my property.

We are very fortunate to live in the community and area that we do and not a day goes by that I would want it any different. We hope that the Georgetown County Planning Commission will listen and consider our concerns to help maintain the privacy and beauty that we have at our home and in our community. Thank you for your time.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeremy Bonser', with a stylized flourish at the end.

Jeremy Bonser

147 Gilman Road, Pawleys Island, SC 29585

Tiffany Coleman

From: Carol Russell <caremw@gmail.com>
Sent: Thursday, May 07, 2020 10:09 AM
To: Tiffany Coleman
Subject: May 21, 2020 Georgetown County Hearing Case Number MAJ 4-20-25088

Follow Up Flag: Follow up
Flag Status: Flagged

Letter from The Bridges at Litchfield HOA Board of Directors

From Gilman Road homeowner yard



View of 2 foot plastic "barrier" from Gilman Road homeowner back yard



View of site at the end of the day from homeowner yard.



Debris from site blown into homeowner yard after crew has left site



Heavy equipment shaking foundations of Gilman Road homes.

To: Georgetown County Planning Commission
From: Bridges at Litchfield HOA Board of Directors
Re: Case Number: MAJ 4-20-25088

Dear Members of the Georgetown County Planning Commission:

This response is from the HOA Board of Directors for The Bridges at Litchfield in Georgetown County.

The HOA Board is against any further development of this project — The Village at Pawleys Island.

Our HOA has watched our Gilman Road homeowners go through the most unpleasant experience and lack of privacy for over a year.

That is a long time to go out into your back yard and be hit with blowing or falling roof debris or watch construction trucks drive within feet of your property and literally shake your house foundation.

Is there no time limit on the completion of this development? How many more months/years will our homeowners have to endure the noise, the debris and the overall lack of privacy?

As hurricane season approaches will we again have to watch with horror as construction materials fly off rooftops like missiles, hoping they will not end up in our yards ruining bird baths or worse breaking our windows?

There has been no attempt to provide a protective barrier between the project and the Gilman Road neighbors. A single 2 foot piece of plastic that blows away in a 15 mile an hour wind is the developer's only attempt at a barrier.

Many of us have lived with construction either within our planned communities or nearby. But this construction site is filthy and dangerous. We have never seen crews leave a site in this condition — nails, plastic, pieces of boards everywhere, loose pieces of plastic hanging from windows and roofs, pieces of roofing materials strewn about — all ready to blow onto our properties.

And when this is all completed we know that without a proper barrier the condo renters will try to walk through our properties as a "short cut" to get to places like Dollar General.

We believe that this developer has tried to take every short cut possible (hoping we won't notice) to do whatever is in his best interests — legal or not. How much longer will we have to be the watchdog for this?

We have already watched our property values decline. No longer with a normal back yard we now have apartments with balconies so close that you could have a conversation in a normal tone of voice. What will happen when these owners/renters decide to turn on their TV or radio out on their balcony?

Are these condos now being sold to investors as possible "short term" rentals instead of the original plan for long term leases? This of course would completely ruin our residential lifestyle.

We have never been in favor of this development and voiced our opinions from the beginning. Now that we have actually experienced the devastation and disruption of our lives for over a year, we hope that the Planning Commission will put an end to this development before it gets worse.

We have attached pictures taken from the back yards of our homeowners.
Thank you.

The Bridges at Litchfield HOA Board of Directors

Tiffany Coleman

From: BJ Sikorski <BillieJo.Sikorski@issvc.com>
Sent: Tuesday, May 05, 2020 12:03 PM
To: Tiffany Coleman
Cc: Eric Sikorski
Subject: Phase II Pawleys Village
Attachments: neighboring development.pdf; filtered-7DD7763C-33F2-4C5A-BACE-1ADE9D01C0F1.MP4

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon planning commission representative:

I am a resident of Gilman Road in Pawleys Island and I was just provided this notice of a 4th condo proposal for Pawley's Village in Litchfield. I would like to voice my opinion via email as I do not yet feel comfortable to attend the meeting in person. I would be happy to provide more detail for my reasons to vote against this proposal if any commission members would be interested.

1. The environmental impact including loss of native species habitat including large birds of prey, turtle, fox & deer nesting sites
2. Bridging over the first wetland failed and had to be redone, water still backing up in neighbor's yard
3. During the last hurricane, the jobsite was a mess and debris became potential projectiles, Hurricane season is coming soon.
4. Crews attempted to fill the pond with water from our pond
5. Crews leave trash that blows everywhere including food items, several stray cats have taken up residence
6. Traffic flow concerns
7. Large trucks entering our neighborhood drive too fast and seem overweight for bridges
8. SEVERAL oak trees were cut down for the first phase and if anyone disagrees, they're lying.
9. Short term rentals are allowed even though it was communicated they wouldn't be, check the site!
10. Project Manager is rude, vulgar and abusive. Neighbor has called police multiple times.
11. Sub-contractors did not adhere to COVID social distancing requirements
12. Vibration from paving prep has rattled pictures and items off our walls (see attachment)
13. Crews have rammed trees and other landscaping with machinery without regard to property lines
14. Roofing felt and tape hanging from tree branches still to this day
15. Police were notified for prowlers entering site at night
16. Water drainage around the site is poor; backs up adding water to our property and mosquito control
17. Crews bring large dogs including pit bull and allow to roam free, entering our yard and threatening our pets
18. Power and Internet has been lost numerous times, resulting in lost wages as I work from home
19. Crews work often earlier and/or later than allowed; 7 days a week and holidays
20. Dust and dirt cover our patio daily

Since this was drafted yesterday, I will add before I send a 21st reason.... The paving crews worked all night, vibrating our entire house. I captured the attached video from the furthest room away from the site in our home at 11am, imagine how much stronger this is in our master in the back and at our neighbors who are closer to the highway at 4am this morning!

Thank You,



B.J. Sikorski

HRO Transitions Project Coordinator
InfoSync

a. 1938 N. Woodlawn, Suite 300, Wichita, KS 67208
t. (316) 685-1622 ext. 3957
w. www.issvc.com

Tiffany Coleman

From: Richard Lancaster <lancasterrb@hotmail.com>
Sent: Saturday, May 02, 2020 2:25 PM
To: Tiffany Coleman
Subject: Case Number MAJ 4-20-25088

Follow Up Flag: Follow up
Flag Status: Flagged

To the Planning Commission,

My biggest concern if additional townhouses are allowed to be built is that the buffer between my lot and the new townhouses will be as close as is currently seen between the first three lots on Gilman Road and the first townhouses being built now. The land directly located behind my house is designated protected wetland. If it is within your powers I would like to request that no trees be allowed to be removed within at least a 50 foot buffer between my lot and any new townhouses built to protect the existing wetlands located behind my home.

Thank you,
Richard Lancaster
181 Gilman Road

Sent from [Mail](#) for Windows 10

Tiffany Coleman

From: Beverly Sullivan <bgraz150@gmail.com>
Sent: Wednesday, June 17, 2020 7:04 PM
To: Tiffany Coleman
Subject: LETTER TO BE PRESENTED TO PLANNING COMMISSION FOR THURSDAY MEETING

Follow Up Flag: Follow up
Flag Status: Flagged

Theresa,

As much as I would love to present this myself, I am hiding out in my house hoping I can avoid contracting the virus. Could you please see that this document is presented to the Planning Commission before the meeting starts? I would appreciate it if you could. Thank you. Beverly Sullivan

At the Zoning Board of Appeals meeting on June 11th a variance was granted to the developer of the Villages at Pawleys. This was a flagrant, brazen act of defiance and demonstrated total disregard for the law. SC code 6-29-780 has strict guidelines that lay out the process which is to be followed in making decisions on a variance. None of which were abided by. The granting of this variance is contrary to the laws set forth by the state of South Carolina.

The section entitled "**Standards for Granting Variances**" clearly states that "The board may grant a variance in an individual case of unnecessary hardship if the board makes and explains **in writing all** of the following findings." There are 4 items listed. #3 entitled "**Utilization**" says "Because of these conditions, the application of the ordinance to the particular piece of property would effectively prohibit or unreasonably restrict the utilization of the property." At the meeting the client's attorney admitted there were feasible alternatives. Failure to grant the variance, therefore would not have actually prohibited or unreasonably restricted the utilization of the property. It did not restrict it or prohibit it. It only prevented it from being built in the exact spot the developer wanted to build it upon. The other argument brought forth by the attorney pointed to the fact that it would involve some additional time and expense. This reasoning is in direct conflict to SC law in the section listed as "Other factors applicable to a variance also are prescribed by S.C Code 6-29-800 (A) (2) (d)" which in addressing **Profitability** it is stated that "The fact that the property may be used more profitably if a variance is granted, may not be considered as grounds for a variance " then goes on to cite a court case where this law was established. #4 in the **Standards for Granting Variances** section entitled **Detriment** it is stated that "The authorization of a variance will not be of substantial detriment to adjacent property or to the public good, and the character of the district will not be harmed by granting of the variance." The residents of the Bridges have already been subjected to substantial detriment with the construction of Phase 1. Some have good reason to fear devaluation of their property and have lost any sense of privacy they ever had. The construction of another building on the property is not being constructed for the public good or to preserve the character of the district. The whole project is out of place and is in stark contrast to the lovely single-family homes it abuts. Lastly, under Other factors there is a paragraph speaking of **Conditions**. "In granting a variance, the board may attach conditions to it. These conditions may affect the location, character or other features of the proposed building, structure or use as the board may consider advisable to protect established property values in the surrounding area or to promote the public health, safety or general welfare." This was not even a consideration and if you travel that part of the road or try to exit Gilman St. to go north it is obvious that safety was not even a fleeting thought in the granting of the variance. As for character, well if you think big yellow buildings in your backyard defines character, then you are certainly out of touch with the majority of the people who live in this area. In addition, the complete disregard for property values in the surrounding areas hurts us all. It truly distresses me to think about how many variances were acted upon with the same disdain for the law that this case demonstrated. In light of this I am asking that you deny recommendation to approve this proposal simply because it was granted contrary to the law or in consideration of the fact that the public should have an opportunity to review the minutes of this meeting. SC Code 6-29-800 requires that "The board may grant a variance in

an individual case of unnecessary hardship if the board makes and explains **in writing all** of the following findings.” That document, to my understanding, requires a FOIA application. This process takes time. No approval to recommend from any Georgetown County government organization should be considered until all requirements of SC Code 6-29-800 have been met and the public has an opportunity to review the process that led to the granting of this variance. Beverly Sullivan



Tiffany Coleman

From: Donna Perez <amibeachcomber@gmail.com>
Sent: Thursday, June 18, 2020 5:21 PM
To: Tiffany Coleman
Subject: County Opposition to Further Development

Follow Up Flag: Follow up
Flag Status: Flagged

This email is in reference to the proposed further development of the condos being built next to The Bridges At Litchfield development. My name is Donna Perry and I live in this neighborhood at 116 Parish Road. I am completely opposed to further development on the property adjacent to our neighborhood.

When this development was proposed, there was supposed to be a wide buffer of trees left between the new development and the neighbors' homes that back to this new development. This was not honored and now these people have to deal with three story buildings looking down on what was private back yards buffered by tall trees.

I attended a meeting at the library in Pawleys Island back in March, right before the Covid 19 crisis began here. The meeting addressed the current building crisis in this town. It also addressed the property behind Parish Road and the proposed development there. I built my forever home in 2018 in The Bridges at Litchfield. What stunned me the most was when the fire chief stood up and presented the current facts they are facing and we as a community are facing. With the inundation of new homes and businesses and the people that brings here, we just don't have the resources to support this increase. He stated that emergency response times are a **major** concern at this time, let alone with MORE building.

Traffic is a major concern as is hurricane evacuation. I came here from an island down in Florida off the coast of Sarasota and I know first hand about Hurricane evacuation in the face of overpopulation due to a massive overdevelopment craze.

I sincerely hope that the Planning and Zoning board will vote **down** this proposal to add a fourth building to this development a development that is already causing issues for existing neighbors.

Unfortunately this meeting is being held during the time of a pandemic and I am too much at risk to attend this meeting in person.

Thank you for your time and consideration.

Donna Perry



Virus-free. www.avg.com

Item Number: 15.c
Meeting Date: 7/28/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

EMERGENCY ORDINANCE 20-40 - State of Emergency (COVID-19)

CURRENT STATUS:

In response to the COVID-19 pandemic, the President of the United States declared a national state of emergency on March 13, 2020 and continuing through the present time, authorizing emergency federal funding and requesting local emergency action plans be activated.

Additionally, the Governor of South Carolina declared a state of emergency for South Carolina on March 13, 2020, and continuing through the present time ordering the State's emergency operation plan be activated.

On March 16, 2020, Georgetown County Council adopted Emergency Ordinance No. 20-14 to declare a local state of emergency in Georgetown County authorizing the activation of the Georgetown County Operation Plan and Procedures, to remain in effect for 60 days.

POINTS TO CONSIDER:

As of July 14, 2020, Georgetown County continues to see positive case numbers rise daily with a total of 830 positive cases resulting in 9 deaths along with the State of South Carolina experiencing 60,389 positive cases resulting in 993 deaths.

Georgetown County Council believes an emergency continues to exist due to this world health event requiring the Council to take all necessary actions to ensure the safety, welfare, and health of its residents and visitors during the COVID-19 pandemic.

By the power granted in SC Code of Laws 4-9-130 and Section 2-487 of the Georgetown County Code of Ordinances, Georgetown County Council hereby adopts the following emergency ordinance in order to protect and preserve the general welfare of its citizenry. Emergency Ordinance No. 20-40 declares a local STATE OF EMERGENCY effective immediately on July 28, 2020, and will remain in effect for sixty (60) days unless sooner terminated by Georgetown County Council.

OPTIONS:

1. Adoption of Emergency Ordinance No. 20-40.
2. Do not adopt Emergency Ordinance No. 20-40.

STAFF RECOMMENDATIONS:

Adoption of Emergency Ordinance No. 20-40.

ATTACHMENTS:

Description

Type

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

**EMERGENCY ORDINANCE 20-40
(COVID-19, State of Emergency)**

AN EMERGENCY ORDINANCE TO DECLARE A LOCAL STATE OF EMERGENCY IN GEORGETOWN COUNTY THEREBY AUTHORIZING THE ACTIVATION OF THE GEORGETOWN COUNTY EMERGENCY OPERATIONS PLAN AND PROCEDURES

WHEREAS, COVID-19, a novel, highly contagious and deadly virus, has been declared a pandemic by the World Health Organization and continues to pose a significant threat to County citizens; and

WHEREAS, on March 13, 2020 and continuing through the present time, the President of the United States declared a national state of emergency thereby authorizing emergency federal funding and requesting local emergency action plans be activated; and

WHEREAS, on March 13, 2020 and continuing through the present time, the Governor of South Carolina declared a state of emergency for South Carolina ordering the State's emergency operation plan be activated and requesting the Legislature appropriate funding to combat the effects of the pandemic; and

WHEREAS, on March 15, 2020, in an effort to curb the spread of COVID-19, the Governor of South Carolina ordered all public schools in South Carolina to close and subsequently extended the public school closure through the remainder of the current school year; and

WHEREAS, the Governor of South Carolina has continued to issue State of Emergency declarations and other orders related to the pandemic including the "rule of three" and the recent modification of liquor license service hours, and

WHEREAS, the World Health Organization currently reports over 13,287,651 million COVID-19 cases globally, of which over 577,954 have resulted in death and over 7.3 million recoveries; and

WHEREAS, as of July 14, 2020, Georgetown County continues to see positive case numbers rise daily with a total of 830 positive cases resulting in 9 deaths along with the State of South Carolina experiencing 60,389 positive cases resulting in 993 deaths; and

WHEREAS, Georgetown County Council, in an effort to protect and preserve the general welfare of its citizenry, believes an emergency continues to exist due to this world health event requiring the Council to take all necessary actions to ensure the safety, welfare, and health of its residents and visitors; and

WHEREAS, to further the Council's goal of precautionary measures in order to protect its citizens, Georgetown County Council deems a State of Emergency exists and any such measures are to be taken in an effort to minimize the effects of COVID-19, be it health, welfare, public safety, and/or economic effects; and

WHEREAS, pursuant to SC Code of Laws 4-9-130 and Section 2-487 of the Georgetown County Code of Ordinances, Georgetown County Council hereby declares a local State of Emergency and adopts the following emergency ordinance in order to protect life, health, welfare, safety, and property of the people during the COVID-19 pandemic.

NOW, THEREFORE, Georgetown County Council, by a minimum 2/3rd majority vote and the power granted to it by the South Carolina Constitution and General Assembly through Home Rule, hereby declares, enacts, ordains, and orders the following:

1. **DECLARATION OF A STATE OF EMERGENCY.** By the power granted in SC Code of Laws 4-9-130 and Section 2-487 of the Georgetown County Code of Ordinances, Georgetown County Council hereby declares a local STATE OF EMERGENCY effective immediately on July 28, 2020.
2. That the Georgetown County Emergency Operation Plan and internal Continuity of Operation Plan be activated and enforced.
3. That all protection measures available to Georgetown County for health and safety response be utilized and made available in order to preserve life and property.
4. That the County work closely with Federal, State, Local, School District and Utility officials to ensure a concerted effort of response during the state of emergency.
5. That the Administrator continuously dialogue with local elected officials to establish reasonable and amenable plans of action for their statutory functions and service.
6. That the Administrator modify, as necessary and in her discretion, employee personnel and building/facility policies during the term of the emergency to ensure essential public services are met but also limiting unnecessary county employee exposure to situations in which the virus can spread and authorizing remote access to the workplace by employees if the assigned duties allow.
7. That all County Council meetings, board, commission, committee, or other similar meetings may be conducted electronically by means conducive to the type of meeting and to authorize remote attendance by telephonic or electronic means.
 - a. That any member of Council, board, commission, committee or other similar group conducting a virtual meeting may cast a vote, via voice or hand, by the electronic means so long as the vote is able to be heard or seen by attendees.
 - b. That meeting minutes shall be taken and the meeting recorded as if an in-person meeting were being held.
 - c. That electronic executive sessions are permitted in accordance with the provisions of the Act and the reason for going into any executive session in conformance with Section 30-4-70 of the Act shall be announced.
 - d. With respect to any electronic meeting of County Council, the public comment period provided for by Ordinance 99-30 is temporarily suspended. Members of the public may submit written public comments which shall be distributed to the members of Council before and after the meeting dependent upon when they are received.
 - e. That public hearings may be held through electronic means whereby any member of the public will be afforded the opportunity to be heard by the governing body during the stated time of a public hearing.

- f. During the period of effectiveness of this ordinance any other provision of the Georgetown County Rules of Procedure Ordinance (99-30) that conflicts with the provisions hereof is temporarily suspended and shall be superseded hereby.
8. Authorize the Administrator to temporarily alter open hours, methods of service, and/or close certain County facilities, temporarily close, alter hours, and/or methods related to all adult and youth parks and recreation activities including the organized use of County recreation facilities that host team competitions, and other temporary measures that manage and discourage the unnecessary congregation of people on County property or at County functions.
9. Designate the use of electronic/virtual bidding and the use of emergency procurement and the fund balance, if necessary, and authorize the Administrator to allocate funding to emergency expenditures attributable to the departments necessary during the state of emergency. Any emergency allocation will not require an ordinance during the state of emergency and will be reflected in subsequent budget amendments; the Finance Director will report periodically to the Administrator on monies spent during the state of emergency.
10. This ordinance will remain in effect for sixty (60) days unless sooner terminated by Georgetown County Council.
11. If any section of this ordinance is declared invalid by a court or found to be in conflict with sound legal principle or law, then the remaining portions of the ordinance will remain in effect.
12. This ordinance expressly takes precedence over and supersedes any other Georgetown County ordinance and/or emergency declaration for the duration of the term provided herein.
13. **EFFECTIVE July 28, 2020.**

ORDAINED, ENACTED, AND ORDERED THIS 28TH DAY OF JULY 2020.

John W. Thomas, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

Item Number: 15.d
Meeting Date: 7/28/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Emergency Ordinance 20-33 - Amendment 1

CURRENT STATUS:

COVID-19, a highly contagious and deadly virus, has been declared a pandemic by the World Health Organization and continues to pose a significant threat to County citizens.

On March 13, 2020 and continuing through the present time, the President of the United States declared a national state of emergency.

Georgetown County Council, in an effort to protect and preserve the general welfare of its citizenry, believes an emergency exists due to the recent increase in COVID-19 confirmed cases in South Carolina, Georgetown County, and neighboring counties.

To further the Council's goal of precautionary measures in order to protect its citizens, Georgetown County Council, in accordance with the advice of the Centers for Disease Control and Prevention that the use of cloth face coverings serve to slow and prevent the spread of COVID-19 has adopted Emergency Ordinance No. 20-33.

POINTS TO CONSIDER:

Emergency Ordinance No. 20-33, adopted on July 2, 2020, requires individuals within Georgetown County to wear face coverings in certain situations.

A face covering, or mask, means a cloth, fabric, or other permeable material without holes that covers both the mouth and nose and includes surgical masks, N-95 respirators, face shields, handmade masks, and bandanas.

All persons above the age of 10 entering a food service establishment, grocery store, retail store, or pharmacy located within the corporate boundaries of Georgetown County must wear a face covering while inside the establishment. All food service establishments, grocery stores, retail stores, and pharmacies within the corporate boundaries of Georgetown County must require each employee to wear a face covering at all times while having face-to-face interaction with the public.

Exemptions are provided within Ordinance No. 20-33 for any individual who is unable to safely wear a face covering due to age, an underlying health condition, or is unable to remove the face covering without assistance.

The proposed Amendment of Emergency Ordinance No. 20-33 further exempts any individual whose religious beliefs prevents them from wearing a face covering.

OPTIONS:

1. Adopt Amendment 1 to Emergency Ordinance No. 20-33
2. Do not adopt Amendment 1 to Emergency Ordinance No. 20-33

STAFF RECOMMENDATIONS:

Recommendation to adopt Amendment 1 to Emergency Ordinance No. 20-33

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-33 - Amendment 1	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

EMERGENCY ORDINANCE 20-33
(COVID-19, Face Coverings)
AMENDMENT #1

**AN EMERGENCY ORDINANCE REQUIRING INDIVIDUALS TO WEAR FACE COVERINGS IN
CERTAIN CIRCUMSTANCES, AND MATTERS RELATED THERETO**

WHEREAS, COVID-19, a novel, highly contagious and deadly virus, has been declared a pandemic by the World Health Organization and continues to pose a significant threat to County citizens; and

WHEREAS, on March 13, 2020 and continuing through the present time, the President of the United States declared a national state of emergency thereby authorizing emergency federal funding and requesting local emergency action plans be activated; and

WHEREAS, on March 13, 2020 and continuing through the present time, the Governor of South Carolina declared a state of emergency for South Carolina ordering the State's emergency operation plan be activated and requesting the Legislature appropriate funding to combat the effects of the pandemic; and

WHEREAS, it is now well recognized that COVID-19 (caused by the virus SARS-CoV-2) spreads through localized person-to-person contact which presents a public health risk requiring extraordinary protective measures and vigilance; and

WHEREAS, Georgetown County Council, in an effort to protect and preserve the general welfare of its citizenry, believes an emergency exists due to the recent increase in COVID-19 confirmed cases in South Carolina, Georgetown County, and neighboring counties; and

WHEREAS, to further the Council's goal of precautionary measures in order to protect its citizens, Georgetown County Council deems, in accordance with the advice of the Centers for Disease Control and Prevention, that the use of cloth face coverings is necessary to slow and prevent the spread of COVID-19; and

WHEREAS, pursuant to SC Code of Laws 4-9-130 and Section 2-487 of the Georgetown County Code of Ordinances, Georgetown County Council hereby adopts the following emergency ordinance in order to protect life, health, welfare, safety, and property of the people during the COVID-19 pandemic.

NOW, THEREFORE, Georgetown County Council, by a minimum 2/3rd majority vote and the power granted to it by the South Carolina Constitution and General Assembly through Home Rule, hereby declares, enacts, ordains, and orders the following:

1. A face covering, or mask, means a cloth, fabric, or other permeable material without holes that covers both the mouth and nose and includes surgical masks, N-95 respirators, face shields, handmade masks, and bandanas.

2. All persons above the age of 10 entering a foodservice establishment, grocery store, retail store, or pharmacy located within the corporate boundaries of Georgetown County must wear a face covering while inside the establishment. For purposes of this ordinance, a foodservice establishment shall mean an entity that prepares food and/or drinks for consumption. A grocery store shall mean a retail establishment that primarily sells food but may also sell other household goods. A retail store shall mean an establishment wherein persons can purchase wares and goods, regardless of type. A pharmacy shall mean an establishment where compounding, dispensing, and/or the sale of medications occurs.
3. All foodservice establishments, grocery stores, retail stores, and pharmacies within the corporate boundaries of Georgetown County must require each employee to wear a face covering at all times while having face-to-face interaction with the public.
4. Any individual who is unable to safely wear a face covering due to age, an underlying health condition, or is unable to remove the face covering without the assistance of others is exempt from this Ordinance. **Further, an individual whose religious beliefs prevents them from wearing a face covering is exempt from this Ordinance.**
5. Any individual who is actively drinking or eating is not required to don a face covering during such acts. Further, any patron of a foodservice establishment is exempt while dining therein.
6. All establishments listed in Section 2 and 3 are required to post a written notification at or near the main entrance of the establishment referencing this ordinance and the requirement for a face covering.
7. Any person who fails to comply with this Emergency Ordinance shall be guilty of a misdemeanor offense, punishable by a fine of \$25.00 per occurrence. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.
 - a. For purposes of Sections 2 and 3, in addition to employees, a "person" shall also be defined as any citizen or visitor to Georgetown County and/or an individual associated with the business who has control or authority and ability to enforce the employee face covering provisions of this emergency ordinance within the business, such as an owner, manager, supervisor, or other similar position.
 - b. Repeated violations of this Emergency Ordinance is hereby declared to be a public nuisance which may be enforced by other means provided for by the laws of Georgetown County and the State of South Carolina.
8. This ordinance will remain in effect for sixty (60) days unless sooner terminated by Georgetown County Council.
9. If any section of this ordinance is declared invalid by a court or found to be in conflict with sound legal principle or law, then the remaining portions of the ordinance will remain in effect.
10. This ordinance expressly takes precedence over and supersedes any other Georgetown County ordinance and/or emergency ordinance for the duration of the term provided herein.
11. **EFFECTIVE 12:00AM July 3, 2020.**

AMENDED AND ENACTED THIS ___ DAY OF JULY 2020.

John Thomas, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

Item Number: 16.a
Meeting Date: 7/28/2020
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
<input type="checkbox"/>	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: _____