

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

August 25, 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 Emergency Council Meeting - July 2, 2020**
 - 5.b Regular Council Meeting - July 28, 2020**
- 6. CONSENT AGENDA**
 - 6.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) - THIRD READING**
 - 6.b Ordinance No. 20-32 - An Ordinance to Amend the Georgetown County Procurement Ordinance No. 2008-09 - THIRD READING**
 - 6.c Procurement #20-049 - Motorola Software 923 Maintenance FY21 Renewal**
 - 6.d RFQu #20-036 - C-Fund Civil Engineering Services, 2-Year Term**
 - 6.e Contract #15-073 - Talbert & Bright Inc., Task Order #11**
 - 6.f Bid #20-040 - Springs Outfall Drainage Improvements**
- 7. PUBLIC HEARINGS**
 - 7.a 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.

- 7.b 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.

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

- 8.a Zoning Board of Appeals

9. RESOLUTIONS / PROCLAMATIONS

- 9.a Proclamation No. 20-17 – To Proclaim the Week of September 17-23, 2020 as “Constitution Week” in Georgetown County
- 9.b Resolution No. 20-18 - Supporting an Application to GSATS for Funding of a Multi-purpose Path in Murrells Inlet
- 9.c Proclamation No. 20-19 - In Recognition of Juneteenth Independence Day

10. THIRD READING OF ORDINANCES

- 10.a 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.
- 10.b 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).
- 10.c 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.
- 10.d 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. SECOND READING OF ORDINANCES

- 11.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)
- 11.b Ordinance No. 20-35 - An amendment to Article VIII, Exceptions and Modifications, Section 804 Exceptions to Height Limits, of the Zoning Ordinance
- 11.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.

- 11.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).
- 11.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 located on Highway 521, TMS #02-0416-035-06-04, east of Andrews.
- 11.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 and to authorize the County Administrator to dispose of the property in the manner as prescribed in the Procurement Ordinance, as amended. The properties being identified as follows: (1) certain real estate, a paper right of way, located adjacent to Running Water Drive near Wachesaw Road in Murrells Inlet, being approximately 50 ft. wide and adjacent to TMS #41-0107A-020-00-00, and (2) a parcel of approximately 16 acres, located adjacent to Pond Road in Murrells Inlet, and further identified as TMS #41-0402-023-00-00

12. FIRST READING OF ORDINANCES

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

15.a Recognition - Employee of the Quarter

15.b Presentation - Coast RTA

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: 8/25/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:
Emergency Council Meeting - July 2, 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.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
▣ DRAFT Minutes -7-02-20	Backup Material

Georgetown County Council conducted an Emergency Meeting on Thursday, July 2, 2020 at 2:00 PM.

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

Staff: Angela Christian *County Administrator*
 Wesley P. Bryant, *County Attorney*
 Jackie Broach-Akers, *Public Information Officer*
 Brandon Ellis, *Emergency Management Director*
 Theresa E. Floyd, *Clerk to Council*

In accordance with Georgetown County's declared State of Emergency, this meeting was conducted virtually using electronic means, and streamed live on Georgetown County's public social media page.

South Carolina law provides that counties may enact emergency ordinances to meet public emergencies affecting life, health, safety or the property of the people upon a single reading, provided that such ordinance does not levy taxes, grant, renew or extend a franchise or impose or change a service rate, upon the affirmative vote of at least two-thirds of the county council attending, and provided that such emergency ordinance shall expire automatically on the sixty-first day following its enactment.

It has been determined that a public emergency affecting life, health, and safety does exist, and therefore, it is appropriate and necessary to suspend certain local provisions in the Georgetown County Rules of Procedure Ordinance (99-30) in order to hold council meetings electronically during the State of Emergency to ensure public services remain and the business of Georgetown County is conducted speedily and lawfully while protecting its citizens, staff, and officials from exposure to COVID-19.

Chairman John Thomas called the meeting to order at 2:08 PM.

Following detailed discussion related to Emergency Ordinance No. 20-33, Chairman John Thomas moved to adopt Emergency Ordinance No. 20-33, directing mandatory face coverings in retail businesses of Georgetown County, effective immediately through a period of 60 days unless rescinded sooner by action of Georgetown County Council. Councilmember Louis Morant seconded the motion. Chairman John Thomas called for discussion on the motion. None occurred.

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

Opposed: Raymond L. Newton

Councilmember Ron Charlton moved to adjourn the meeting. Councilmember Everett Carolina seconded the motion.

Date

Clerk to Council

Item Number: 5.b
Meeting Date: 8/25/2020
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:
Regular Council Meeting - July 28, 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.

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
□ DRAFT - Minutes of 07/28/20	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, July 28, 2020, at 5:30 PM in the Howard Auditorium located at 1610 Hawkins Street, Georgetown, South Carolina.

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

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. Councilmember Raymond Newton was not in attendance due to a death in his family.

APPROVAL OF AGENDA:

Councilmember Ron Charlton made a motion to approve the agenda, with the following changes: move Proclamation No. 20-16, and a presentation from Carolina Human Reinvestment (CHRSC) 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	Lillie Jean Johnson
	Ron L. Charlton	Louis R. Morant
	Steve Goggans	John W. Thomas

PUBLIC COMMENTS:

Shauna Williams

Ms. Williams stated that she was voicing concerns as a citizen, and as a mother, regarding a recent situation involving a noose being displayed (hanging from the rearview mirror) of a County truck. This is an inappropriate message to be displayed in a county vehicle in plain view of children of all ages, races, and religions. Does County Council support this message? Why are tax dollars paying to support this message? This display of poor character and decision making skills on behalf of a county employee has left a lot of people feeling uncomfortable.

Marvin Neal

Mr. Neal voiced concerns regarding a recent situation where a noose was hanging in a county vehicle. County Council passed a resolution for racial equality, a declaration to actively identify racial barriers and condemn all racism and discrimination there should be a full investigation of this incident, and people need to know this action is inappropriate. A noose always means more than a knot in a rope. A noose is a symbol of hate and many people see this as a threat.

Wesley Gibson

Mr. Gibson said he would like to echo the comments made regarding the noose in a county truck. He said that he and many other people are highly upset that the individual is still employed with Georgetown

County. The vehicle was parked at a recreational facility in Choppee, a predominately black area. It is too late for sensitivity training for an employee that exhibits this type of behavior.

MINUTES:

Special Council Session – June 9, 2020

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Steve Goggans, to approve minutes of the special council meeting held on June 9, 2020. There was no discussion on the motion.

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

Regular Council Session – June 23, 2020

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Steve Goggans, to approve minutes of the June 23, 2020 meeting. Chairman John Thomas called for discussion, and there was none.

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

CONSENT AGENDA:

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

Procurement #19-037, Change Order #1, Town of Andrews Drainage Study and Proposed Improvements - County Council approved Change Order #1 to a contract with Stantec Consulting in the amount of \$198,500.

Bid #20-035, Emulsified Asphalt Paving Sealing Project – County Council awarded a Construction Contract to Coastal Asphalt in the amount of \$117,844.87.

Procurement #20-042, Diesel Generator for Detention Center - County Council awarded the procurement of a diesel generator to Cummins in the total amount of \$102,287.88 plus the (\$3,500.00) trade-in value.

Procurement #20-043 Mosquito Control Chemicals – County Council authorized the procurement of mosquito chemicals from Adapco, Inc. to restock Horry County.

Procurement #20-045, Credit/Debit Card Processing for Probate Court - County Council awarded a contract for credit/debit card processing services (for Probate Court Office) with ICON. ICON is a sole source provider due to the necessary integration with Probate's current system.

Procurement #20-047, Motorola ASTRO Maintenance and Service Agreement for 911 Consoles & Equipment - FY21 Renewal- Recommendation to award procurement and execute the Motorola Solutions Maintenance and Service Agreement to continue uninterrupted coverage at a cost of \$70,749.25.

Waccamaw Watershed Academy Volunteer Water Quality Monitoring Program - Recommendation to approve the Volunteer Water Quality Monitoring Program Contract for the 2020-2021 year.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Disabilities & Special Needs Board

Councilmember Lillie Jean Johnson recommended nominating Ms. Willie B. Thomas for reappointment to the Georgetown County Board of Disabilities and Special Needs, representing Council District 4. Councilmember Louis Morant offered a second on the motion. No discussion followed the motion.

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

RESOLUTIONS/PROCLAMATIONS:

Proclamation No. 20-16 – In Honor of Johnny Morant

By acclamation, Georgetown County Council adopted a memorial Proclamation in honor of former Council member and longtime Chairman Johnny Morant. Being first elected to Georgetown County Council representing County Council District 7 in 1993, was the start of his extraordinary leadership and service to the citizens of Georgetown County. Throughout his tenure on Georgetown County Council, Johnny Morant worked diligently to ensure the enhancement and provision of County services. Former Chairman Johnny Morant was held in highest esteem by his peers, exhibiting high standards and professionalism, such that he served as Chairman and/or Vice Chairman of Georgetown County Council for 22 of his 25 years as a member of Georgetown County Council.

Johnny Morant's daughter, Nedra Morant, was present on behalf of the Morant Family to accept a copy of the proclamation.

ORDINANCES-Third Reading:

No reports.

ORDINANCES-Second Reading:

Ordinance No. 20-27

A motion was made by Councilmember Louis Morant, and seconded by Councilmember Steve Goggans for second reading approval of 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). Chairman John Thomas called for discussion on the motion, and there was none.

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

Ordinance No. 20-28

Councilmember Everett Carolina moved for second reading approval of 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. Councilmember Lillie Jean Johnson offered a second on the motion. There was no discussion on the motion.

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

Ordinance No. 20-29

A motion for second reading approval of Ordinance No. 20-29 was made by Councilmember Everett Carolina, 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). The motion was seconded by Councilmember Lillie Jean Johnson. There was no discussion on the motion.

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

Ordinance No. 20-30

Councilmember Louis Morant moved for second reading approval of 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. Councilmember Everett Carolina offered a second on the motion. Upon a call for discussion on the motion by Chairman John Thomas, there was none.

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

Ordinance No. 20-31

Councilmember Louis Morant moved for second reading approval of Ordinance No. 20-31, seconded by Councilmember Everett Carolina, an ordinance rezoning 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. There was no discussion on the motion.

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

Ordinance No. 20-32

Georgetown County Procurement Officer, Nancy Silver, reported on Ordinance No. 20-32 to Amend Georgetown County Procurement Ordinance No. 2008-09.

Councilmember Steve Goggans moved for second reading approval of Ordinance No. 20-32 to amend Georgetown County's procurement ordinance. Councilmember Everett Carolina seconded the motion. Chairman John Thomas called for discussion.

Councilmember Steve Goggans moved to amend Ordinance No. 20-32 to incorporate proposed changes offered subsequent to introduction of the Ordinance. Councilmember Lillie Jean Johnson offered a second on the amendment. There was no further discussion.

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

The vote on the main motion was as follows:

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

ORDINANCES-First Reading:

Ordinance No. 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)

Ordinance No. 20-35 - An amendment to Article VIII, Exceptions and Modifications, Section 804 Exceptions to Height Limits, of the Zoning Ordinance

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.

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).

Ordinance No. 20-38 – To rezone a 4.64 acre parcel, identified as TMS # 02-0416-035-06-04 from Heavy Industrial (HI) to Solar Energy Floating District (SEFFD) to accommodate future development of a solar farm.

Councilmember Steve Goggans moved to invoke pending ordinance doctrine pertaining to Ordinance No. 20-38. Councilmember Everett Carolina offered a second on the motion. The Chairman called for discussion, and there was none.

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

Ordinance No. 20-39 - 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. The properties being identified as follows:

- (1) Certain real estate, a paper right of way located adjacent to Running Water Drive near Wachesaw Road in Murrells Inlet, being approximately 50 ft. wide and adjacent to TMS

- #41-0107A-020-00-00, and
(2) A parcel of approximately 16 acres, located adjacent to Pond Road in Murrells Inlet, and further identified as TMS #41-0402-023-00-00

BIDS:

No reports.

REPORTS TO COUNCIL:

Carolina Human Reinvestment (CHRSC) – Presentation

A presentation was made by Gianly Guedjo, Executive Director of CHRSC regarding the local non-profit's mission to inspire a healing environment of growth, encouragement, and unlimited potential for at-risk youth and families.

Site Plan Review - Additional 15 units (Building 4) for The Village at Pawleys Island

Councilmember Steve Goggans moved for approval of 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) based on the proviso that Planning Director, Boyd Johnson, and staff review closely the proposed tree removal and plan for replacement of trees associated with this site development. Councilmember Louis Morant offered a second on the motion. Chairman Thomas called for discussion, and there was none.

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

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

Councilmember Lillie Jean Johnson moved for the adoption of Emergency Ordinance No. 20-40 reinstating Georgetown County's State of Emergency for another 60 days. Councilmember Everett Carolina seconded the motion. There was no discussion on the motion.

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

EMERGENCY ORDINANCE 20-33 - Amendment 1

Councilman Everett Carolina moved for the adoption of Amendment 1 to Emergency Ordinance No. 20-33 allowing for a religious exemption from the requirement of wearing face coverings in public places. Councilmember Lillie Jean Johnson offered a second. There was no discussion on the motion.

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

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.

Item Number: 6.a
Meeting Date: 8/25/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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
▣ Ordinance No 20-27 Thomas Rezoning	Ordinance
▣ thomas location map	Exhibit
▣ thomas zoning map	Exhibit
▣ thomas FLU map	Exhibit
▣ 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

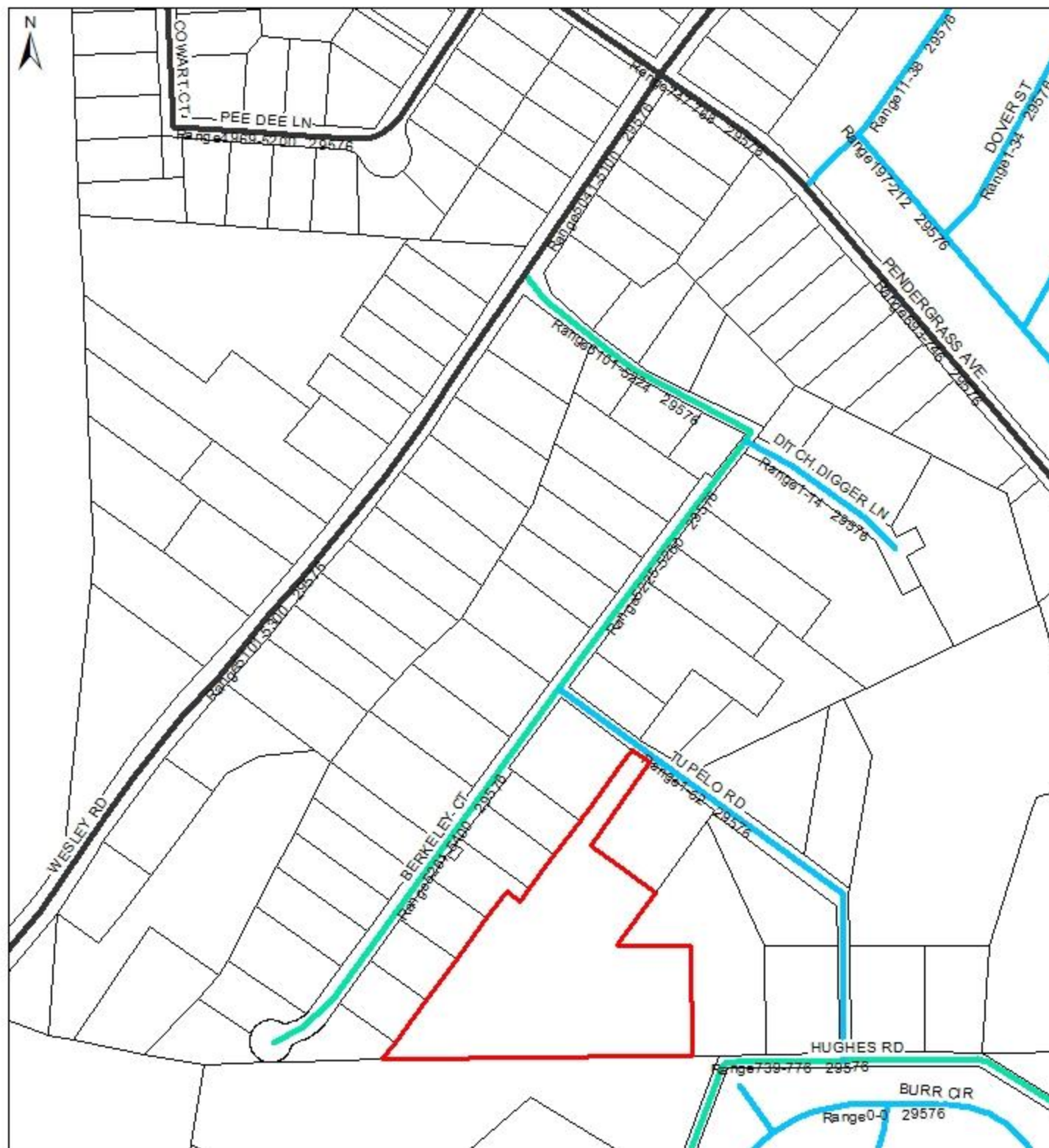
Paula and Don Thomas

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

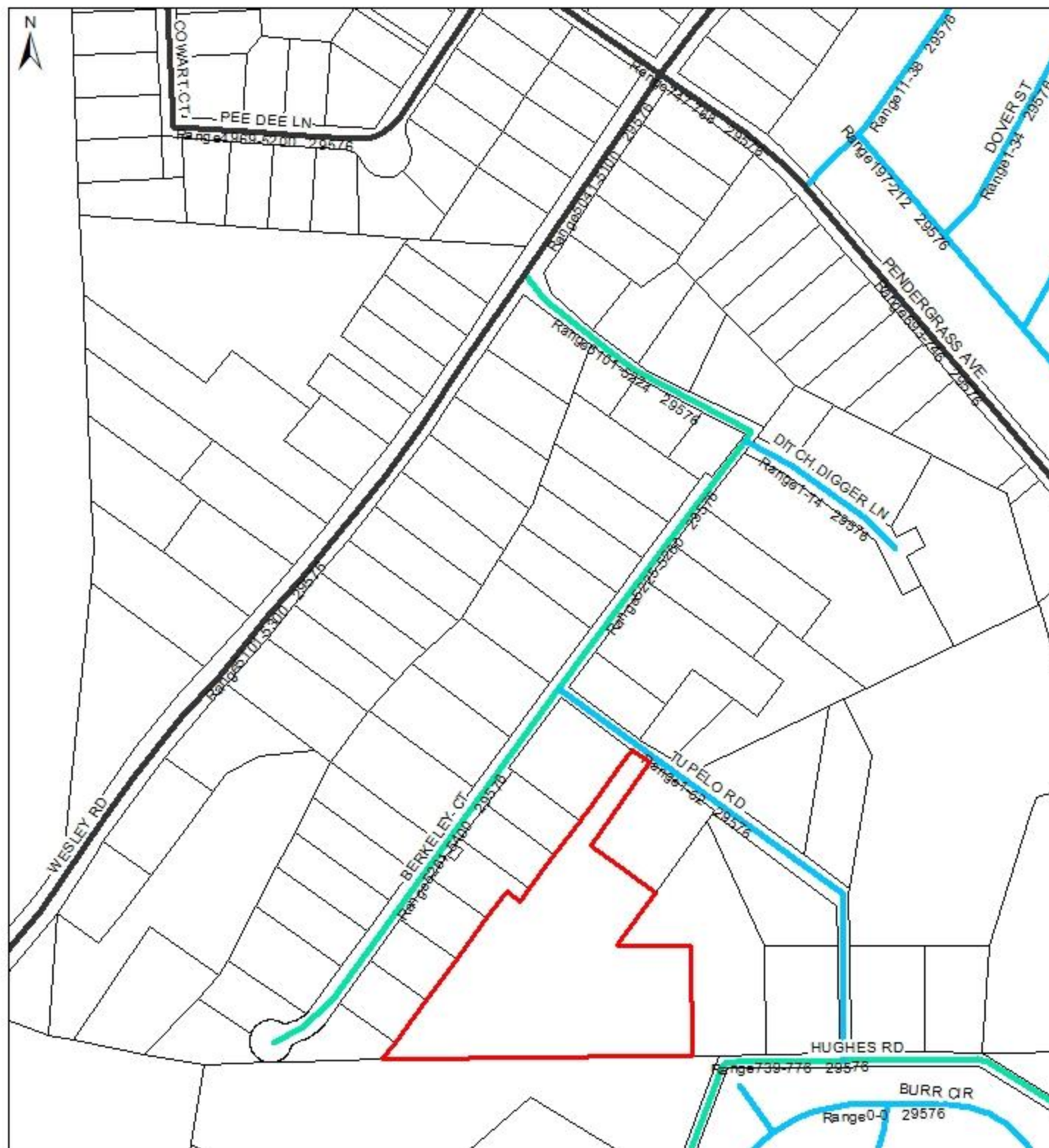
Paula and Don Thomas

Lot Lines

Railroads

Landmarks

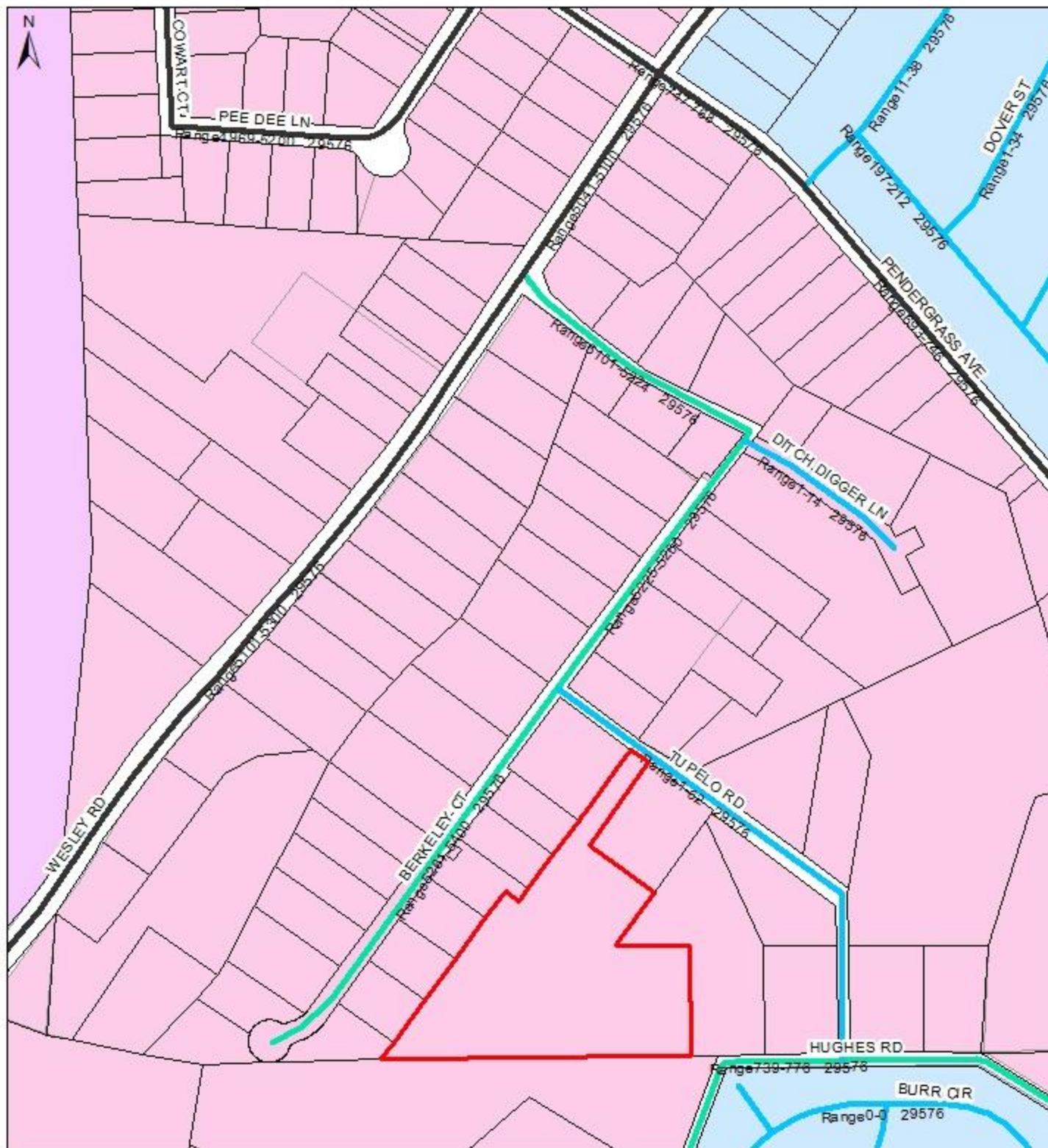
Municipalities



0 112.5 225 450 675 900 Feet

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



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Paula and Don Thomas

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

0 112.5 225 450 675 900 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.



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.



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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: 6.b
Meeting Date: 8/25/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Ordinance No. 20-32 - An Ordinance to Amend the Georgetown County Procurement Ordinance No. 2008-09 - Third Reading

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 to replace #2008-09 and #2014-02.
- 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 (\$100,000.00). 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 in excess of one hundred thousand dollars (\$100,000.00) 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 greater than \$30,000; (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: 6.c
Meeting Date: 8/25/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Procurement #20-049, Motorola 923 Maintenance and Service Agreement for Software and Equipment of Various Departments - FY21 Renewal. These include The PremierOne CAD, PremierOne Mobile, PremierOne Records and Offendertrak.

CURRENT STATUS:

The existing maintenance and support agreement with Motorola Solutions officially ended on 6/30/20. Terms and equipment coverage have been verified and validated by both sides as needed to extend the agreement from 7/1/2020 to 6/30/2021.

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 The PremierOne CAD, PremierOne Mobile, PremierOne Records and Offendertrak. 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 necessary for continued use by the using departments. The resulting maintenance cost is \$116,395.74.
- 4) While the maintenance agreement reads as a "5 year Term", the County will pay annually for the appropriate fiscal year. The commitment to a longer term agreement provides cost reduction benefits.

FINANCIAL IMPACT:

The Maintenance & Service agreement will be fully funded using currently budgeted funds in GL Account Numbers 010-411-50406, 010-904-50406, 020-999-50406, 022-903-50406, 060-205-50406, & 060-207-50406 (The various departments using the equipment & software).

OPTIONS:

- 1) Approve the payment of the Renewal for the Motorola Solutions Maintenance and Service Agreement to continue uninterrupted coverage for FY 21 at a cost of \$116,395.74.
- 2) Discontinue maintenance and support on all provided systems.

STAFF RECOMMENDATIONS:

The Motorola Solutions Maintenance and Support Agreement 923, coverage is essential for continuous failsafe

communication operation for First Responders and staff's recommendation is to extend the agreement. The agreement received a review by Finance and Georgetown County Sheriff's Office who oversees 911/Communications.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
□ PO#2021-00000063 Motorola 923 Agreement	Backup Material

**Bill To**

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

Ship To

911/COMMUNICATIONS DEPT
COUNTY OF GEORGETOWN, SC
2222-C HIGHMARKET STREET
GEORGETOWN, SC 29440

Purchase Order

No. 2021-00000063

07/27/20

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****Freight Terms**

F.O.B: DESTINATION

Originator

Ann Puckett

Resolution Number

20-049

Invoice Terms

N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
116395.7400	\$/US	SOFTWARE MAINTENANCE		\$1.0000	\$116,395.74
Item Description SOFTWARE MAINTENANCE & SUPPORT FOR 923 SYSTEM AT 911					
G/L Account		Project		Amount	Percent
010.411-50406 (Software Maint Contracts)				\$4,635.79	
010.904-50406 (Software Maint Contracts)				\$4,635.79	
020.999-50406 (Software Maint Contracts)				\$4,635.79	
022.903-50406 (Software Maint Contracts)				\$4,635.79	
060.205-50406 (Software Maint Contracts)				\$84,474.54	
060.207-50406 (Software Maint Contracts)				\$13,378.04	

Level 3
Level Description Purchasing

Date
7/27/2020

Approval User
Ann Puckett

Total Due \$116,395.74

SIGNATURE

SIGNATURE

Special Instructions

THIS IS A CONFIRMING PURCHASE ORDER **DO NOT DUPLICATE**

Email to: _____

FROM: Georgetown County, SC Purchasing Office

Phone: (843)545-3083 FAX: (843)545-3500 EMail: purch@gtcounty.org



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 8230277815		Transaction Date 01-JUL-2020	Transaction Total 116,395.74 USD
P.O. Number		P.O. Date	Customer Account No 1000745010
Payment Terms Net Due in 30 Days			Payment Due Date 31-JUL-2020

Visit our website at www.motorolasolutions.com

Bill To Address

GEORGETOWN COUNTY
ATTN: Accounts Payable
PO BOX 421270
GEORGETOWN SC 29442
United States

Ship To Address

GEORGETOWN COUNTY
129 SCREVEN ST RM 111
GEORGETOWN SC 29442
United States

IMPORTANT INFORMATION

Contract Number
USC000005085

For all invoice payment inquiries contact

SLT4EB@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): USC000005085

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	PSS-MAI-NETRMS	Equipment at Site: 0020 1000745010 129 SCREVEN ST RM 111 GEORGETOWN SC 29442 United States MAINTENANCE NET RMS:01-JUL-2017:30-JUN-2022 Service From: 01-JUL-2020 Service To: 30-JUN-2021	1	14,652.00	14,652.00
2	PTRMAI-CAD	MAINTENANCE CAD:01-JUL-2017:30-JUN-2022 Service From: 01-JUL-2020 Service To: 30-JUN-2021	1	33,729.00	33,729.00
3	PTRMAI-OFFND	MAINTENANCE OFFENDERTRAK:01-JUL-2017:30-JUN-2022 Service From: 01-JUL-2020 Service To: 30-JUN-2021	1	13,378.00	13,378.00
4	SCA-PRMDC-CUS	PREMIER MDC SOFTWARE-CUSTOM:01-JUL-2017:30-JUN-2022 Service From: 01-JUL-2020 Service To: 30-JUN-2021	1	52,613.00	52,613.00
Site SC Tax at 6%					2,023.74
Site Total					116,395.74

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8230277815	Customer Account No 1000745010	Payment Due Date 31-JUL-2020	Transaction Total 116,395.74 USD	Amount Paid
---	--	--	---	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

GEORGETOWN COUNTY
ATTN: Accounts Payable
PO BOX 421270
GEORGETOWN SC 29442
United States

Wire Transfer Details

CHICAGO
Routing Transit No: 026009593
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 8230277815		Transaction Date 01-JUL-2020	Transaction Total 116,395.74 USD
P.O. Number		P.O. Date	Customer Account No 1000745010
Payment Terms Net Due in 30 Days			Payment Due Date 31-JUL-2020

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
Total Tax SC 2,023.74				USD Subtotal	114,372.00
				USD Total Tax	2,023.74
				USD Total	116,395.74
				USD Amount Due	116,395.74

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 923

TERM: 07/01/17-06/30/22

Optional Services Available:

24x7 Technical Support	Users Conference Advance Purchase**
Professional Services Upgrades*	On-site Support Dedicated Resource
Hardware Refresh*	GeoFile Services
Professional Services Consultation	Time and Materials
Professional Services Training	Lifecycle Services*

*Require Multi-year Agreement

**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS				
Users Conference Attendance (\$2,650 per Attendee) Includes:	Year	2017	Number Attendees	0
<ul style="list-style-type: none"> Registration fee Roundtrip travel for event (booked by Motorola) Hotel accommodations (booked by Customer Agency per Motorola website instructions) Ground Transportation (booked by Motorola) Daily meal allowance¹ 				

¹ Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

OPTIONAL SUPPORT SERVICES

Service	Description	Qty	Full Term Fees
Service Level	24x7 Technical Support	1	Included
TOTAL			Included

COMBINED SUPPORT FEES SUMMARY

Product	Service Level	17-18 Term Fee	18-19 Term Fee	19-20 Term Fee	20-21 Term Fee	21-22 Term Fee	Full Term Fee
Motorola Solutions Software							
PremierOne CAD™	24x7	\$32,547.00	\$34,174.00	\$35,883.00	\$37,677.00	\$39,561.00	\$179,842.00
PremierOne Mobile™		\$45,144.00	\$47,420.00	\$49,791.00	\$52,281.00	\$54,895.00	\$249,531.00
PremierOne Records™		\$17,414.00	\$18,285.00	\$19,199.00	\$20,159.00	\$21,167.00	\$96,224.00
Offendertrak™		\$12,909.00	\$13,554.00	\$14,232.00	\$14,944.00	\$15,691.00	\$71,330.00
Motorola Solutions Subtotal		\$108,014.00	\$113,433.00	\$119,105.00	\$125,061.00	\$131,314.00	\$596,927.00
Less 10% Multi-System Discount		(\$10,802.00)	(\$11,341.00)	(\$11,913.00)	(\$12,507.00)	(\$13,132.00)	(\$59,695.00)
Less 2% Multi-Year Discount		(\$1,944.00)	(\$2,042.00)	(\$2,144.00)	(\$2,251.00)	(\$2,364.00)	(\$10,745.00)
Motorola Solutions Total		\$95,268.00	\$100,050.00	\$105,048.00	\$110,303.00	\$115,818.00	\$526,487.00
Third Party Vendor Software							
Radio IP Mult-IP	24x7	\$14,411.00	\$14,865.00	\$15,312.00	\$15,772.00	\$16,245.00	\$76,605.00
Radio IP Total		\$14,411.00	\$14,865.00	\$15,312.00	\$15,772.00	\$16,245.00	\$76,605.00
P1CAD, P1Mobile, P1Record, Offenterak Grand Total		\$109,679.00	\$114,915.00	\$120,360.00	\$126,075.00	\$132,063.00	\$603,092.00

Itemized Invoice Summary

Product	17-18 Term Fee	18-19 Term Fee	19-20 Term Fee	20-21 Term Fee	21-22 Term Fee	Full Term Fee
Invoice #1 – Georgetown County						
PremierOne CAD™ Software	\$32,547.00	\$34,174.00	\$35,883.00	\$37,677.00	\$39,561.00	\$179,842.00
PremierOne Mobile™ Software	\$38,618.00	\$40,549.00	\$42,576.00	\$44,705.00	\$46,940.00	\$213,388.00
PremierOne Records™ Software	\$14,139.00	\$14,846.00	\$15,588.00	\$16,367.00	\$17,185.00	\$78,125.00
Offendertrak™ Software	\$12,909.00	\$13,554.00	\$14,232.00	\$14,944.00	\$15,691.00	\$71,330.00
Radio IP Multi-IP Software	\$12,898.00	\$13,285.00	\$13,684.00	\$14,095.00	\$14,518.00	\$68,480.00
Georgetown County Invoice Subtotal	\$111,111.00	\$116,408.00	\$121,963.00	\$127,788.00	\$133,895.00	\$611,165.00
Less 10% Multi-System Discount	(\$9,821.00)	(\$10,311.00)	(\$10,829.00)	(\$11,370.00)	(\$11,938.00)	(\$54,269.00)
Less 2% Multi-Year Discount	(\$1,768.00)	(\$1,856.00)	(\$1,949.00)	(\$2,046.00)	(\$2,149.00)	(\$9,768.00)
Georgetown County Invoice Total	\$99,522.00	\$104,241.00	\$109,185.00	\$114,372.00	\$119,808.00	\$547,128.00
Invoice #2 – Georgetown City						
PremierOne Mobile™ Software	\$6,068.00	\$6,371.00	\$6,690.00	\$7,025.00	\$7,376.00	\$33,530.00
PremierOne Mobile™ Software Add-On	\$458.00	\$500.00	\$525.00	\$551.00	\$579.00	\$2,613.00
PremierOne Records™ Software	\$3,275.00	\$3,439.00	\$3,611.00	\$3,792.00	\$3,982.00	\$18,099.00
Radio IP Multi-IP Software	\$1,288.00	\$1,327.00	\$1,367.00	\$1,408.00	\$1,450.00	\$6,840.00
Radio IP Multi-IP Software Add-On	\$225.00	\$253.00	\$261.00	\$269.00	\$277.00	\$1,285.00
Georgetown City Subtotal	\$11,314.00	\$11,890.00	\$12,454.00	\$13,045.00	\$13,664.00	\$62,367.00
Less 10% Multi-System Discount	(\$981.00)	(\$1,030.00)	(\$1,084.00)	(\$1,137.00)	(\$1,194.00)	(\$5,426.00)
Less 2% Multi-Year Discount	(\$176.00)	(\$186.00)	(\$195.00)	(\$205.00)	(\$215.00)	(\$977.00)
Georgetown City Total	\$10,157.00	\$10,674.00	\$11,175.00	\$11,703.00	\$12,255.00	\$55,964.00
Georgetown Co & City Grand Total	\$109,679.00	\$114,915.00	\$120,360.00	\$126,075.00	\$132,063.00	\$603,092.00

Item Number: 6.d
Meeting Date: 8/25/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

RFQu #20-036 - C-Fund Civil Engineering Services, 2-Year Term

CURRENT STATUS:

The County's professional services agreement with DDC Engineers, Inc. & Stantec Consulting Services, Inc. have reached the state's maximum 2-Yr. term limitation for C-Funds and thus these services were rebid.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities Publication, posted on the county and SCBO websites, and directly emailed to all known offerors. There were fourteen (14) responses received:

- 1) A. Morton Thomas and Associates, Inc.;
- 2) Cranston Engineering Group, PC;
- 3) Davis & Floyd, Inc.;
- 4) DDC Engineers, Inc.;
- 5) Dennis Corporation;
- 6) Development Resource Group, LLC aka DRG;
- 7) G3 Engineering & Surveying, LLC;
- 8) Hanna Engineering, LLC;
- 9) Hybrid Engineering, Inc.;
- 10) Johnson, Laschober & Associates, PC;
- 11) Mattern & Craig, Inc.;
- 12) Mead & Hunt, Inc.;
- 13) Parrish and Partners, LLC
- 14) Thomas & Hutton Engineering, Co.

Two (2) responses, Hanna Engineering, LLC and Mattern & Craig, Inc., were found to be non-responsive for failure to provide the mandatory bid submittal forms.

An evaluation committee approved by the County Administrator shortlisted the above firms to the top four (4) candidates. In no particular order, they are:

- 1) Davis & Floyd, Inc.
- 2) DDC Engineers, Inc.
- 3) Dennis Corporation
- 4) Thomas & Hutton Engineering, Co.

Interviews were then conducted with the shortlisted candidates and final ranking was determined.

FINANCIAL IMPACT:

Worked performed under these contracts would be assigned to GL Account Number 420.901-50702 and be approved on an individual task order basis.

OPTIONS:

- 1) Award a professional services agreement to Davis & Floyd, Inc., DDC Engineers, Inc., Dennis Corporation, and Thomas & Hutton Engineering, Co. at the recommendation of the evaluation committee.
- 2) Deny the award.

STAFF RECOMMENDATIONS:

The Evaluation Committee, approved by the County Administrator, reviewed all qualifications submitted. Two (2) proposals were marked as non-responsive by Purchasing. The remaining twelve (12) responses were reviewed and shortlisted down to the top four (4) candidates. The committee members conducted interviews with the top four (4) firms. After the interview process, scoring was finalized. The evaluation committee recommends awarding Indefinite Delivery Contracts (IDCs) with all four (4) shortlisted firms. Georgetown County has a track record of working with each of these firms and found them to be responsive and their work to be high-quality.

ATTORNEY REVIEW:

No


ATTACHMENTS:

Description	Type
▣ Shortlist Recommendation	Backup Material
▣ Final Recommendation	Backup Material



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

Memorandum

To: Nancy Silver
From: Ray C. Funnye 
Date: August 5, 2020
Re: Shortlisting RFQu #20-036: C-Fund Civil Engineering Services, 2-Year Term

On July 8, 2020, Georgetown County received fourteen (14) responses for RFQu # 20-036: C-Fund Civil Engineering Services, 2-Year Term. The following professional firms submitted: A. Morton Thomas & Associates (AMT); Cranston Engineering Group, PC; Davis & Floyd, Inc.; DDC Engineers, Inc.; Dennis Corporation, Development Resource Group (DRG); G3 Engineering & Surveying, LLC.; Hanna Engineering, LLC; Hybrid Engineering, Inc.; Johnson, Laschober & Associates, PC; Mattern & Craig, Inc.; Mead & Hunt, Inc.; Parrish & Partners, LLC; and Thomas & Hutton Engineering Company. Twelve of the fourteen packages were found to be complete; two were eliminated as unresponsive to the bid requirements: Hanna Engineering, LLC and Mattern & Craig, Inc.

The review committee approved by the County Administrator had a weeks-long reading period to review and evaluate the 14 bids on technical competence, project team credentials, regulatory experience and depth and clarity of proposal. The compiled scores resulted in the following four bidders being shortlisted: **Davis & Floyd, Inc., DDC Engineers, Inc., Dennis Corporation, and Thomas & Hutton Engineering Company.**

Please schedule interviews as soon as possible with each of the four bidders listed above for the second portion of the review committee's evaluation process. After our meetings, the committee will recommend the most qualified firm(s) for the 2-year term of the C-Fund Civil Engineering Services Contract with Georgetown County.

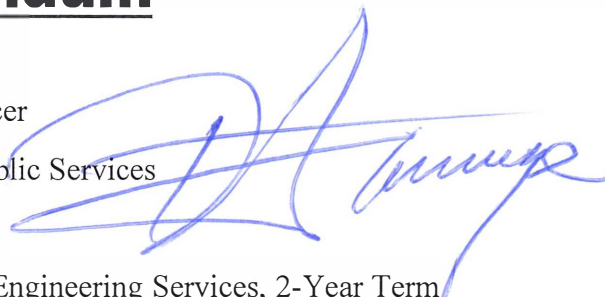


Georgetown County
Department of Public Services
Innovative Leadership & Teamwork!



Memorandum

To: Nancy Silver, Purchasing Officer
From: Ray C. Funnye, Director of Public Services
Date: August 13, 2020
RE: RFQu #20-036: C-Fund Civil Engineering Services, 2-Year Term



On July 8, 2020, Georgetown County Department of Public Services received fourteen (14) submissions to RFQu #20-036; two submissions were found to be non-responsive, reducing the group to twelve (12).

The County-Administrator-appointed committee of five completed an extensive evaluation and shortlisted the following four firms: Davis & Floyd, Inc.; DDC Engineers, Inc.; Dennis Corporation; and Thomas & Hutton Engineering Company. Intensive interviews were conducted with each of these firms via videoconferencing on August 12, 2020. Each of the firms was evaluated on a grid separately by committee member; the resulting scores reflected their significant strengths in terms of experience and competence for the broad scopes of the projects anticipated under the C-Fund umbrella. Further, Georgetown County has a track record of working with each of these firms and found them to be responsive and their work to be high-quality.

Based on the aforementioned, I recommend Georgetown County award RFQu #20-036: C-Fund Civil Engineering Services, 2-Year Term to all of the four shortlisted firms: Davis & Floyd, Inc.; DDC Engineers, Inc.; Dennis Corporation; and Thomas & Hutton Engineering Company.

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: 8/25/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Contract #15-073, Talbert & Bright Inc., Task Order #11

CURRENT STATUS:

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

POINTS TO CONSIDER:

- 1) Georgetown County uses this IDIQ contract extensively and has a good relationship with the vendor, Talbert & Bright. Subsequent to the original contract award, there have been ten (10) task orders previously approved under this contract.
- 2) The current request for approval of Task Order #11 will be in the amount of \$273,883.00 requiring Council's approval, and will be for project formulation services to rehabilitate runway 5/23. Work will include environmentation documentation services, design and bidding, grant administration services, DBE plan coordination services for FY2021-2023.
- 3) Work will also include the follow lump sum subconsultant services plus a fixed fee: Surveying services by Parker Land Surveying, LLC, subsurface investigation services by Geotechnologies, Inc., permitting services by G3 Engineering, DBE plan update by Ken Weeden & Associates, Inc.

FINANCIAL IMPACT:

This task order is fully funded in GL Account #99415.609-50431.

OPTIONS:

- 1) Approve Task Order 11, and the associated purchase order, to Talbert & Bright, Inc. at \$273,883.00 as proposed, or
- 2) Decline to approve.

STAFF RECOMMENDATIONS:

The Task Order 11 request was originated by James Taylor, Airport Manager and approved by Wesley P. Byrant, new Deputy Administrator and Airport Director as an indicator of their recommendation to proceed with the proposal received by Talbert & Bright.

ATTORNEY REVIEW:

No

ATTACHMENTS:

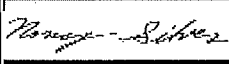
Description	Type
▣ Contract #15-073, Task Order #11	Backup Material
▣ PO# 2021-099	Backup Material



Georgetown County, South Carolina
Execution of Contract Change or Adjustment

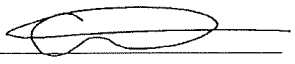
Type of Change: ☐ Change Order ☐ Contract Amendment ☒ Task Order ☐ Other:

Contract #	Sequence #	Amendment #
15-073	11	
Project #	GL Account	Purchase Order
2601-1802 "B"	99415.609-50431	2021-099
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$693,491.00	\$273,883.00	\$967,374.00

Administration Use ONLY		
	Signature	Date
Budget Verified:		8/13/2020
Change Originator:	JAMES R TAYLOR	08/13/20

Consultant Name:	TALBERT & BRIGHT ENGINEERING & PLANNING CONSULTANTS, INC
Contract Title:	AIRPORT ENGINEERING & PLANNING SERVICES
Task Order Name:	REHABILITATE RUNWAY 5/23, DESIGN
Scope of Work:	PROJECT FORMULATION SERVICES (LUMP SUM) \$9,100.00 ENVIRONMENTAL DOCUMENTATION SERVICES (LUMP SUM) \$5,370.00 DESIGN AND BIDDING (LUMP SUM) \$181,930.00 GRANT ADMINISTRATION SERVICES (LUMP SUM) \$5,370.00 DBE PLAN UPDATE FOR FY2021-2023 \$2,320.00 SUBCONSULTANT SURVEYING SERVICES-PARKER LAND SURVEYING, LLC \$9,720.00 SUBCONSULTANT SUBSURFACE INVESTIGATION SERVICES-GEOTECHNOLOGIES, INC \$16,800.00 SUBCONSULTANT PERMITTING SERVICES-G3 ENGINEERING \$21,850.00 SUBCONSULTANT SERVICES-DBE PLAN UPDATE FOR FY2021-2023-KEN WEEDEN & ASSOCIATES, INC \$8,334.00 SUBCONSULTANT SERVICES-TALBERT & BRIGHT \$5,990.00
List Authorized Sub-Consultants:	PARKER LAND SURVEYING, LLC; GEOTECHNOLOGIES, INC; G3 ENGINEERING; KEN WEEDEN & ASSOCIATES, INC;
Deliverables:	AS SPECIFIED IN THE ATTACHED DOCUMENTS/DRAWINGS/CHARTS
Justification for Change:	STARTING PHASE (DESIGN WORK) OF THE RUNWAY 5/23 REHABILITATION PROJECT
Start Date: AUGUST 6, 2020	Completion Date: DECEMBER 21, 2020

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

Georgetown County, SC Signatures:  Wesley P. Bryant _____ John Thomas County Council Chairman	08/13/20 Date _____ Date	Vendor: Talbert & Bright, Inc. See Proposal (Signature) 7/31/2020 Date
NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.		

GEORGETOWN COUNTY AIRPORT

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Work Authorization No. 20-01
Runway 5-23 Rehabilitation (Design)
March 30, 2020
TBI Project No. 2601-2001

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

Description of Work Authorized

The Engineer shall provide professional engineering services for Project Formulation Services, Environmental Documentation Services, Design and Bidding Services, Grant Administration Services, and DBE Plan Update for FY 2021-2023 for the Runway 5-23 Rehabilitation (Design) project at The Georgetown County Airport. The project and scope of professional services will generally be as described below and in the attached Work Hour Estimate.

Results from the "2016 Statewide Airfield Management System Update" (completed by SCAC) show the need to begin a rehabilitation effort for Runway 5-23 at the Georgetown County Airport. The section of Runway 5-23 from Runway 23 to Taxiway 'C' and the intersection with Runway 11-29 was reconstructed in 1995. This section of runway is now 24 years old is beyond the anticipated 'design life' for pavements and is showing signs of its age. This section of Runway 5-23 had a PCI=70 in 2016 and has a projected PCI=60 in 2021 indicating a need for rehabilitation to maintain the runway in an acceptable condition. The section from Taxiway 'C' to Runway 5 was constructed in 2010 and had a PCI=91 in 2016 and a projected PCI=81 in 2021. It is planned to complete a full length rehabilitation to minimize grade changes and provide continuous pavement strength for the full length of the runway. Runway 5-23 has five connector taxiways and intersections with Runway 11-29 and an abandoned runway where transitions will have to be provided.

It is anticipated that this project will involve milling approximately 1 inch of the existing surface, crack cleaning and sealing, placement of a 4" bituminous overlay, marking, sedimentation and erosion control, and seeding and mulching for the grassed shoulders. Development of the rehabilitation methodology shall also include a review of options and selection of the optimal method to minimize and control future reflective cracking.

The Project Formulation Services for this project includes development of a work scope, man hour estimate, work authorization, and Subconsultant Work Scopes. This phase also includes coordination and review of subconsultant proposals, preparation of an IFE package for the Owner, and preparation and submittal of FAA and SCAC Grant applications for the project.

The Environmental Documentation Services for this project includes preparation of environmental documentation required to prepare and submit a Documented CATEX to the FAA for approval.

Grant Administration Services will be provided for coordination of FAA and SCAC Grants with County staff; preparation of FAA and SCAC reimbursement requests and Quarterly Reports; coordination of project costs and grant budgets with County Staff; and preparation and coordination of final financial grant closeout documentation.

The DBE Plan Update for FY 2021-2023 will include coordination with the subconsultant preparing the plan and providing required documentation including historic DBE participation from recent projects; providing cost estimates for upcoming projects during the planning period; review of subcontracting opportunities for upcoming projects; and review and coordination of DBE Plan narrative and methodology and coordination of the Plan advertisement with the County.

Construction bid documents will include development of safety and phasing plans, existing conditions plans, paving and grading plans, erosion control plans, lighting modification plans, pavement marking plans, and other necessary plan documents. Bid documents will also include development of project specifications based on the FAA Standards for Specifying Construction of Airports, FAA AC 150/5370-10H.

Construction phasing will be developed to minimize inconvenience to airport users and tenants during construction. Phasing for the Rehabilitation of Runway 5-23 will require closure of the runway and will require extensive coordination with the Airport to minimize impacts on Airport operations. It is anticipated Runway 11-29 will remain in operation during the project and will require development of an operations plan to access the apron, terminal building, FBO facilities, and hangars within the terminal area during the rehabilitation of the Runway. Phasing will be coordinated closely with Airport Management prior to bidding.

In support of the design of the runway rehabilitation, a Topographic Survey, a Subsurface Investigation, Permitting Services, and DBE Plan Update for FY 2021-2023 are needed and will be performed by subconsultants. Permitting Services will include preparation, submittal, and coordination required for Land Disturbing Permits required for Georgetown County and SCDEHC. Work scopes for these services are attached to this work authorization.

Design will be performed in accordance with the following FAA Advisory Circulars and other state/local/federal design standards:

- FAA AC 150/5300-13A Airport Design
- FAA AC 150/5320-6F Airport Pavement Design and Evaluation
- FAA AC 150/5340-1M Standards for Airport Markings
- FAA AC 150/5340-30J Design and Installation Details for Airport Visual Aids
- FAA AC 150/5370-2G Operational Safety on Airports During Construction
- FAA AC 150/5370-10H Standards for Specifying Construction of Airports
- Other Advisory Circulars will be utilized as we determine applicable during the design phase of the project.

The design effort will include submission of a permit applications to Georgetown County and SCDEHC for Land Disturbance. The project will also include coordination of stormwater requirements with Georgetown County and anticipate no issues since the project will result in no increase in impervious area.

Services shall also include preparation of two submittals of the FAA 7460 for the construction phase. A Construction Safety Phasing Plan and checklist will be prepared and will be

submitted to the FAA as part of the FAA 7460 review. A separate FAA 7460 will be prepared for temporary and construction impacts for the project and will be submitted to the FAA.

Bidding services will be performed upon approval of the plans and specifications from the Owner, SCAC, and FAA. Bidding Services will include advertising the project, coordination and attendance at a Pre-Bid Meeting, coordination for one bid opening with County Staff, preparation of a bid tabulation and preparation of an award recommendation upon review of the bids received.

Deliverables will include the Documented CATEX submittal to FAA for approval, and 90% Design Submittal and Final Bid Documents to the Owner, SCAC, and FAA. The 90% design and final bid package submittals will include Plan Sheets, Technical Specifications and Contract Documents, Engineer's Report, and an itemized Opinion of Probable Construction Cost. Upon completion of the project, the Engineer will deliver a set of plans and specifications in electronic format to the Owner, SCAC, and FAA and a Final Engineer's Report for grant closeout.

Time Schedule:

- Survey and Subsurface work will be performed within 45 days from Notice to Proceed.
- Environmental Documentation (Documented CATEX) has been submitted and approved by the FAA.
- Project Permits required for Land Disturbance for Georgetown County and SCDEHC and the DBE Plan Update for FY2021-2023 will be submitted for Review: 120 days from Notice to Proceed.
- 90% Plans and Specifications to Owner, SCAC, and FAA for Review: 120 days from Notice to Proceed.
- Final Plans and Specifications to Owner and NCDOA, with project ready for bidding: 150 days from Notice to Proceed

Cost of Services: The method of payment for the Project Formulation Services, Environmental Documentation Services, Design and Bidding Services, Grant Administration Services, and DBE Plan Update for FY 2012-2023 shall be lump sum in accordance with Exhibit 'B' of the Contract. The method of payment for Subconsultant Services for Topographic Survey, Permitting Services, and DBE Plan Update for FY 2021-2023 shall be lump sum, plus a fixed fee. The method of payment for Subconsultant Services for Subsurface Investigation shall be actual cost of services, plus a fixed fee. Subconsultant Services budgets shall not be exceeded without approval of the Owner.

Cost Summary

Project Formulation Services (Lump Sum)	\$9,100.00
Environmental Documentation Services (Lump Sum)	\$6,370.00
Design and Bidding Services (Lump Sum)	\$181,930.00
Grant Administration Services (Lump Sum)	\$6,370.00
DBE Plan Update for FY 2021-2023 Coordination Services (Lump Sum)	\$2,320.00
Subconsultant Surveying Services – Parker Land Surveying, LLC (Lump Sum)	\$9,720.00

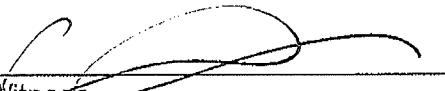
Subconsultant Subsurface Investigation Services – Geotechnologies, Inc. (Cost Of Services)	\$16,800.00
Subconsultant Permitting Services – G3 Engineering (Lump Sum)	\$21,950.00
Subconsultant Services – DBE Plan Update for FY 2021-2023 – Ken Weeden & Associates, Inc. (Lump Sum)	\$8,334.00
<u>Subconsultant Services – Talbert & Bright (Fixed Fee)</u>	<u>\$5,990.00</u>
Total	\$268,884.00

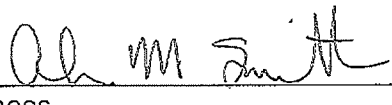
Agreed as to scope of services, time schedule and budget:

Approved:


 For Georgetown County


 For Talbert & Bright, Inc.


 Witness


 Witness

8/4/20
 Date

7/31/20
 Date

Manhour Estimate
 Runway 5-23 Rehabilitation (Design)
 Georgetown County Airport
 March 30, 2020
 TBI No. 2601-2001

Description		Prin	PM	E3	A4
Project Formulation					
1	Develop Subconsultant Work Scopes for Topographic Survey, Subsurface Investigation, Permitting Services, and DBE Program Update. Coordinate Scopes with Subconsultants and Review Proposals.	1	4	4	2
2	Complete Preliminary Research and Review Record Information for Work Scope Development. Conduct Project Scoping Meeting with Owner.	0	4	6	0
3	Develop Project Work Scope. Prepare Work Authorization and Manhour Estimate. Coordinate Work Authorization with Owner.	1	8	2	2
4	Prepare IFE Package for Owner. Coordinate Questions and Comments with Owner. Finalize Work Authorization.	1	1	1	1
5	Submit Final Work Authorization to Owner. Assist with Coordination with SCAC and FAA as Required.	1	2	2	1
6	Prepare and Coordinate Submittal of FAA and SCAC Grant Applications.	1	4	6	2
Work Hour Total		5	23	21	8

Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	\$ 226.00	5	\$1,130.00
Project Manager	\$ 205.00	23	\$4,715.00
Engineer III	\$ 118.00	21	\$2,478.00
Admin IV	\$ 72.00	8	\$576.00
Subtotal - Labor Expenses		57	\$8,899.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Trips	Trips	\$ 150.00	1	\$150.00
UPS/ Fex Ex Shipping Expenses	Packages	\$ 13.60	4	\$54.40
Subtotal - Direct Expenses				\$204.40

Total - Project Formulation

Lump Sum **\$9,103.40**
 Use **\$9,100.00**

Manhour Estimate
 Runway 5-23 Rehabilitation (Design)
 Georgetown County Airport
 March 30, 2020
 TBI No. 2601-2001

Description		Prin	PM	E3	A4
Environmental Documentation Services					
1	Review Affected Environmental Resources, Prepare Environmental Documentation, Supporting Appendices, and Responses to Specific Sections for Inclusion in Documented CATEX.	0	8	16	2
2	Finalize Documented CATEX Package and Submit to Owner and FAA.	1	4	8	4
3	Coordinate Comments with FAA. Distribute Final CATEX Document.	0	1	1	1
Work Hour Total		1	13	25	7

Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	\$ 226.00	1	\$226.00
Project Manager	\$ 205.00	13	\$2,665.00
Engineer III	\$ 118.00	25	\$2,950.00
Admin IV	\$ 72.00	7	\$504.00
Subtotal - Labor Expenses		46	\$6,345.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
UPS/Fed EX Shipping Expenses	Packages	\$ 13.60	2	\$27.20
Subtotal - Direct Expenses				\$27.20

Total - Environmental Documentation Services

Lump Sum \$6,372.20
 Use \$6,370.00

Manhour Estimate
 Runway 5-23 Rehabilitation (Design)
 Georgetown County Airport
 March 30, 2020
 TBI No. 2601-2001

Description		Prin	PM	E3	A4
Design and Bidding Services					
1	Complete Detailed Site Visit and Field Review. Document Field Conditions of Pavement. Estimate Footage of Crack Repair. Review Condition of Paved Shoulders and Taxiway Connections for Pavement Transition Tie In.	0	4	24	0
2	Review Record Information and Data.	1	6	30	0
3	Prepare Subconsultant Subcontracts for Topographic Survey, Subsurface Investigation, Permitting Services, and DBE Plan Update. Coordinate Subconsultant Work with Airport.	1	4	0	6
4	Confirm Permitting Requirements with DHEC and Georgetown County. Coordinate Required Data and Information with Subconsultant. Review Permit Documentation and Requirements.	0	2	4	1
5	Coordinate Topographic Survey with Subconsultant. Review Survey Submittal and Prepare Base Mapping.	0	2	24	0
6	Coordinate Subsurface Investigation with Subconsultant. Review Report, Laboratory Data, and Recommendations.	0	2	8	0
7	Review Existing Pavement Conditions Including Confirming Existing Pavement Strength, and Nature of Existing Distress. Review Potential Issues with the Existing Profile and/or Cross Section Geometry.	1	6	28	0
8	Review Options for Pavement Rehabilitation with Geotechnical Engineer. Review and Coordinate Potential Issues in Subgrade and Base Course With Geotechnical Engineer. Review Options for Rehabilitation Approach Methodology to Minimize Reflective Cracking. Coordinate with Owner and FAA.	1	6	8	0
9	Determine Aircraft Mix for Pavement Design. Review Existing Radius Geometry for Connector Taxiways at Runway Intersections for FAA Compliance.	0	1	12	0
10	Complete Pavement Design Calculations for Bituminous Overlay Including Modifications to be Implemented for Retarding Reflective Cracking.	0	2	8	0
11	Develop Pavement Transition Grades for Tie In at Taxiway Intersections (5 Locations), Runway 11-28, and Abandoned Runway to Meet Current Criteria. Develop PCN Determination for Proposed Pavement Section.	0	6	32	0
12	Develop Pavement Transitions for Tie In to Paved Shoulders and Grading for Tie In to Grass Shoulders to Meet Criteria. Review Impacts to Existing Lighting Installation.	0	2	16	0
13	Review/Develop Options for Preparing the Existing Surface for Overlay, Including Review of Potential Pavement Repair Areas and Repair Methodology.	1	12	12	0
14	Coordinate Construction Sequence, Operations, and Schedule Impact with Local Contractors for Development of Closure Schedule. Coordinate with Airport.	1	8	0	0
15	Coordinate Airfield Operational Requirements, Project Scheduling, Construction Sequence, and Project Phasing with Owner.	1	8	12	1
16	Develop Plan to Maintain Runway 11-29 in Operation During Construction. Coordinate with Owner, SCAC, and FAA.	1	6	16	1
17	Prepare Preliminary Opinion of Probable Construction Cost for Rehabilitation Options. Coordinate with Owner, SCAC, and FAA.	1	2	8	0
18	Plan Preparation				
▪	Title Sheet	0	1	4	0
▪	Project Layout & Safety Plan	0	2	16	0
▪	Project Phasing Plan - Runway 5-23	1	4	12	0
▪	Project Phasing Plan - General Notes and Details	0	4	8	0
▪	Project Phasing Plan - Runway 11-29 Modifications	0	6	16	0
▪	Survey Control Plan (Sheet 1 of 2)	0	1	8	0
▪	Survey Control Plan (Sheet 2 of 2)	0	1	8	0
▪	Existing Conditions and Removal Plan - (Sheet 1 of 4)	1	2	16	0
▪	Existing Conditions and Removal Plan - (Sheet 2 of 4)	0	2	16	0
▪	Existing Conditions and Removal Plan - (Sheet 3 of 4)	0	2	16	0

Manhour Estimate
Runway 5-23 Rehabilitation (Design)
Georgetown County Airport
March 30, 2020
TBI No. 2601-2001

Description		Prin	PM	E3	A4
Design and Bidding Services					
▪ Existing Conditions and Removal Plan - (Sheet 4 of 4)		0	2	16	0
▪ Grading , Paving Plan, and Profile - Runway 5-23 (Sheet 1 of 6)		2	4	26	0
▪ Grading , Paving Plan, and Profile - Runway 5-23 (Sheet 2 of 6)		0	4	26	0
▪ Grading , Paving Plan, and Profile - Runway 5-23 (Sheet 3 of 6)		0	4	26	0
▪ Grading , Paving Plan, and Profile - Runway 5-23 (Sheet 4 of 6)		0	4	26	0
▪ Grading , Paving Plan, and Profile - Runway 5-23 (Sheet 5 of 6)		0	4	26	0
▪ Grading , Paving Plan, and Profile - Runway 5-23 (Sheet 6 of 6)		0	4	26	0
▪ Typical Pavement Sections and Miscellaneous Details (Sheet 1 of 2)		1	2	16	0
▪ Typical Pavement Sections and Miscellaneous Details (Sheet 2 of 2)		0	2	16	0
▪ Pavement Marking Plan - Runway 5-23 (Sheet 1 of 2)		1	2	12	0
▪ Pavement Marking Plan - Runway 5-23 (Sheet 2 of 2)		0	2	12	0
▪ Pavement Marking Details		0	1	6	0
▪ Sedimentation and Erosion Control Plan - (Sheet 1 of 2) - Coordination		0	1	2	0
▪ Sedimentation and Erosion Control Plan - (Sheet 2 of 2) - Coordination		0	1	2	0
▪ Sedimentation and Erosion Control Notes and Details - Coordination		0	1	2	0
▪ Airfield Lighting Modification Details		1	1	8	0
▪ Cross Sections - Runway 5-23 (Sheet 1 of 5)		0	1	12	0
▪ Cross Sections - Runway 5-23 (Sheet 2 of 5)		0	1	12	0
▪ Cross Sections - Runway 5-23 (Sheet 3 of 5)		0	1	12	0
▪ Cross Sections - Runway 5-23 (Sheet 4 of 5)		0	1	12	0
▪ Cross Sections - Runway 5-23 (Sheet 5 of 5)		0	1	12	0
19 Develop Project Pay Items and Schedule of Quantities. Calculate Quantities.		2	6	16	2
20 Develop Construction Schedule Requirements and Coordinate with Owner.		0	4	6	1
21 Coordinate with Owner Regarding Contract Insurance, Liquidated Damages, and Related Contractual Requirements.		0	2	2	1
22 Prepare Project Specifications and Bid Form.		0	24	16	40
23 Prepare Engineer's Report. Coordinate with Owner, SCAC, and FAA.		0	4	20	2
24 Prepare Opinion of Probable Construction Cost.		0	2	12	1
25 Prepare 90% Design Review Package Plans, Specifications, and Engineer's Report. Submit to Owner, SCAC, and FAA.		1	2	8	4
26 Coordinate Owner, SCAC, and FAA Review Comments. Revise Documents In Response to Comments. Prepare Final Documents.		1	12	24	1
27 Prepare Safety Plan Checklist and CSPP. Submit CSPP and FAA Form 7460 - Notice of Construction to FAA for Review and Issuance of Letter of Determination.		0	2	16	1
28 Prepare Temporary and Permanent Construction FAA Form 7460 - Notice of Construction to FAA for Review and Issuance of Letter of Determination.		0	1	8	0
29 Coordinate Submittal of Land Disturbance Permit Application Package to Georgetown County and DHEC. Coordinate Comments with Subconsultant.		0	4	2	1
30 Complete Quality Control Review and Revisions.		2	24	24	8
31 Confirm DBE Participation Requirements/Contract Goals with Updated DBE Plan.		0	1	0	0
32 Reproduce and Forward Final Bid Documents (Plans and Specifications) to Owner, SCAC, and FAA.		0	1	4	1
33 Coordinate Advertisement For Bidding with County. Send Advertisement and Documents to Contractors.		0	1	2	8
34 Schedule/Attend Pre-Bid Conference, Prepare Meeting Minutes.		1	10	2	4
35 Respond to Bidder Inquiries and Develop Addenda. Coordinate with County.		2	20	8	6

Manhour Estimate
 Runway 5-23 Rehabilitation (Design)
 Georgetown County Airport
 March 30, 2020
 TBI No. 2601-2001

Description		Prin	PM	E3	A4
Design and Bidding Services					
36	Coordinate Bid Opening With County Staff. Prepare Bid Tabulation, Coordinate with Owner, SCAC, and FAA. Prepare and Issue Recommendation of Award Letter.	1	4	8	4
37	Coordinate Review of Bidder DBE Documentation with Owner, SCAC, and FAA.	1	2	2	1
38	Attend Monthly Airport Commission Meetings for Project Updates.	6	12	0	0
39	Prepare/Coordinate Project Budget/Funding with Owner, SCAC and FAA.	1	8	2	2
40	Complete Final Report and Grant Closeout Documentation for Summittal to Owner, SCAC, and FAA.	1	12	12	2
Work Hour Total		35	306	864	99

Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	\$ 226.00	35	\$7,910.00
Project Manager	\$ 205.00	306	\$62,730.00
Engineer III	\$ 118.00	864	\$101,952.00
Admin IV	\$ 72.00	99	\$7,128.00
Subtotal - Labor Expenses		1304	\$179,720.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Trips	Trips	\$ 150.00	7	\$1,050.00
Plan Reproduction	Copies	\$ 1.20	420	\$504.00
Specification Reproduction	Copies	\$ 0.08	6,000	\$480.00
UPS/ Fed EX Shipping Expenses	Packages	\$ 13.60	13	\$176.80
Subtotal - Direct Expenses				\$2,210.80

Total - Design and Bidding Services

Lump Sum **\$181,930.80**
 Use **\$181,930.00**

Manhour Estimate
 Runway 5-23 Rehabilitation (Design)
 Georgetown County Airport
 March 30, 2020
 TBI No. 2601-2001

Description		Prin	PM	GA3	A4
Grant Administration Services					
1	Coordinate FAA and SCAC Grants with County.	1	2	1	4
2	Prepare FAA and SCAC Reimbursement Requests. Coordinate with County.	1	4	12	1
3	Coordinate Grant Costs and Budgets with County Staff, FAA, and SCAC.	1	2	8	0
4	Prepare and Coordinate Quarterly Reports with County.	1	4	4	2
Work Hour Total		4	12	25	7

Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	\$ 226.00	4	\$904.00
Project Manager	\$ 205.00	12	\$2,460.00
Grant Administrator III	\$ 94.00	25	\$2,350.00
Admin IV	\$ 72.00	7	\$504.00
Subtotal - Labor Expenses		48	\$6,218.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Trips	Trips	\$ 150.00	1	\$ 150.00
Subtotal - Direct Expenses				\$150.00

Total - Grant Administration Services

Lump Sum \$6,368.00
 Use **\$6,370.00**

Manhour Estimate
 Runway 5-23 Rehabilitation (Design)
 Georgetown County Airport
 March 30, 2020
 TBI No. 2601-2001

Description		Prin	PM	E3	A4
DBE Plan Update for FY 2021-2023 Coordination Services					
1	Review Historic Information on Bidders and DBE Participation for Past GGE.	0	1	2	0
2	Review/Compare Realistic Subcontracting Possibilities for Project Goal Development. Develop Cost Estimates for Included Projects. Coordinate Information with Subconsultant.	1	1	8	1
3	Review/Submit/Coordinate Advertisements/Narrative and the Updated DBE Methodology.	0	1	1	1
Work Hour Total		1	3	11	2

Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	\$ 226.00	1	\$226.00
Project Manager	\$ 205.00	3	\$615.00
Engineer III	\$ 118.00	11	\$1,298.00
Admin IV	\$ 68.00	2	\$136.00
Subtotal - Labor Expenses		17	\$2,275.00

Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
UPS/ Fed Ex Shipping Expenses	Packages	\$ 13.60	3	\$ 40.80
Subtotal - Direct Expenses				\$40.80

Total - DBE Plan Update for FY 2021-2023 Coordination Services

Lump Sum \$2,315.80
 Use **\$2,320.00**

Manhour Estimate
 Runway 5-23 Rehabilitation (Design)
 Georgetown County Airport
 March 30, 2020
 TBI No. 2601-2001

Subconsultant Services

Topographic Survey (Parker Land Surveying, LLC)		\$9,720.00
Total - Subconsultant Services - Topographic Survey	Lump Sum	\$9,720.00
Subsurface Investigation (GeoTechnologies, Inc.)		\$16,800.00
Total - Subconsultant Services - Subsurface Investigation	Time and Expense	\$16,800.00
Permitting Services (G3 Engineering)		\$21,950.00
Total - Subconsultant Services -Permitting Services	Lump Sum	\$21,950.00
DBE Plan Update (Ken Weeden & Associates, Inc.)		\$8,334.00
Total - Subconsultant Services - DBE Plan Update	Lump Sum	\$8,334.00
Fixed Fee - Subconsultant Services		\$5,990.00

Summary of Costs

Project Formulation	Lump Sum	\$9,100.00
Environmental Documentation Services	Lump Sum	\$6,370.00
Design & Bidding Services	Lump Sum	\$181,930.00
Grant Administration Services	Lump Sum	\$6,370.00
DBE Plan Update for FY 2021 - 2023 Coordination Services	Lump Sum	\$2,320.00
Subconsultant Services - Topographic Survey (Parker Land Surveying, LLC)	Lump Sum	\$9,720.00
Subconsultant Services - Subsurface Investigation (Geotechnologies, Inc.)	Time & Expense	\$16,800.00
Subconsultant Services - Permitting Services (G3 Engineering)	Lump Sum	\$21,950.00
Subconsultant Services - DBE Plan Update for FY 2021-2023 (Ken Weeden & Associates, Inc.)	Lump Sum	\$8,334.00
Fixed Fee - Subconsultant Services		\$5,990.00
Total Amount for this Work Authorization		\$268,884.00

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

March 5, 2020

Talbert & Bright, Inc.
4810 Shelley Drive
Wilmington, NC 28405

Attention: Al Smith

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

Scope of Work:

Topographic survey of "Runway 5-23 Runway Rehabilitation" as shown on attached "Outline Scope of Services" provided by Client. All items listed in "Outline Scope of Services" to be addressed.

The fee to provide all items in Outline Scope of Services will be
- \$9720.00* (Fixed Fee)

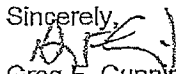
*2 days establishing permanent control and benchmarks. 5 days topographic field work.
3 days office drafting.

Work to be completed within 4 weeks of receiving a signed Notice to Proceed.

Additional services not outlined above will be billed at the following rates:

1-man crew \$135.00/hr
Survey Technician - \$90.00/hr

Sincerely,


Greg F. Cunningham
gcunningham@plssc.com

843-340-1681

www.plssc.com

Accepted By:

(Signature)

(Printed Name/Title)

Date

Cost Estimate

Georgetown County Airport
Runway 5-23 Rehabilitation Survey
Georgetown, SC
Parker Land Surveying, LLC

Survey control and permanent control / benchmarks established and tied down:

2 days @ 8 hours per day @ \$135.00 per hour for a survey crew \$2160.00

Topographic survey of Runway 5-23 including all structures outlined by

Talbert and Bright in TBI No. 2601-2001:

5 days @ 8 hours per day @ \$135.00 per hour for a survey crew \$5400.00

Technician Services for office calculations and drafting:

3 days @ 8 hours per day @ \$90.00 per hour \$2160.00

Total Survey Cost - \$9720.00 (Fixed Fee)

Georgetown County Airport
Georgetown, South Carolina
TBI No. 2601-2001
Outline Scope of Services – Topographic Survey
Runway 5-23 Rehabilitation

March 3, 2020

Topographic Survey Requirements

- Horizontal Control: Horizontal control shall be based on NAD 83. Survey control points shall be tied to PACs and SACs, with the ties shown on mapping provided. The Surveyor shall provide baseline for the centerline of Runway 5-23; and centerline for the Taxiways 'A', 'B', 'C', Runway 11-29, and the abandoned Runway tied into Runway centerline. Project baseline for Runway shall be established using published runway end coordinates.
- All control points, baselines, centerlines, and intersection points shall be referenced for location purposes with PK nails or other reference markers as required. The baseline reference points shall be durable and located outside the construction points.
- Vertical Control: Survey should be based on existing available monuments. A minimum of six temporary benchmarks shall be set along the runway in the vicinity of the connector taxiways. All temporary benchmarks and monuments used shall be shown on the plan mapping. Monumentation shall include sufficient points outside the limits of the construction indicated to survive the construction of the project. Vertical Control shall be based on NAVD 88.
- Survey Limits: See attached work scope limits showing proposed survey limits. The scale of the attached map is 1"=400'. The topographic survey shall extend to the limits as shown.
- Locate all physical features, including taxiway and runway lights, ODAL light bars, electrical manholes and handholes, airfield signs and concrete bases, duct markers, pavement edges, pavement markings, pipes, manholes, and inlets within the survey area.
- Runway Rehabilitation: In areas with paved shoulders, provide transverse elevation shots at a minimum at runway centerline, midpoint across runway, pavement edge, immediately off the runway pavement edge, at 8' and 16' across the paved shoulder, shoulder pavement edge, immediately off shoulder pavement edge and 15' from the edge of pavement at 50' intervals along the runway centerline. In areas with grassed shoulders, provide transverse elevation shots at a minimum at runway centerline, midpoint across runway, pavement edge, immediately off the runway pavement edge, and 10', 20, and 40' from the edge of pavement at 50' intervals along the runway centerline. Also provide pavement and ground elevation shots at all high points, low points, and grade breaks.
- At pavement tie-ins to Runway 5-23 provide elevation shots along Taxiway 'A', 'B', 'C', Runway 11-29, and the abandoned Runway for distance shown on attached exhibit. For the taxiways provide elevations at 25' intervals at taxiway centerlines, pavement edge, immediately off pavement edge, and at 10' and 30' from pavement edge at shot interval as required above. For Runway 11-29 and abandoned Runway, provide elevations at 25' intervals at centerlines, at 25' and 50' from centerline, at pavement edge, immediately off pavement edge, and at 10' and 30' from pavement edge at shot interval as required above.
- Provide pavement coring/boring locations (if available) based on markings or locations provided by the geotechnical testing firm. Surveyor to coordinate with Engineer.
- Surveyor shall provide reference ties to all survey horizontal and vertical control points, so that points can be reestablished in the field, if necessary. All level loops should be closed and checked in accordance with good survey practice. Provide traverse data for all level loops.

Mapping Requirements

- All survey information shall be shown on a finished map and furnished to Talbert & Bright, Inc., in hard copy and on disk and shall be compatible with AutoCAD 2019. Scale of map shall be 1"=40'. Show all planimetric features and utilities.
- Provide point/coordinate file on disk compatible with AutoCAD 2019.
- All contours shall be shown with a 0.5' contour interval. All spot elevations shall be shown to the 100th.
- Map shall be sealed by a registered land surveyor in the State of South Carolina.

Work Schedule

- Surveyor shall plan on working around and adjacent to active air traffic under radio control with the airport during daytime hours. Contractor will be required to set up base station (stationary equipment) outside the limits of the RSA located 250' from the runway centerline and outside the limits of the TOFA located 62' from the taxiway centerlines. Personnel would be expected to pull back to outside these limits for approaching aircraft or as directed by the Airport.
- Prior to beginning work, the subconsultant shall meet with the Airport Manager (Jim Taylor, (843)545-3638) to determine acceptable procedures for personnel accessing the runway and taxiway areas. The subconsultant shall provide aviation band radio(s) as required to complete the work.
- Time of completion shall be four weeks from Notice to Proceed.

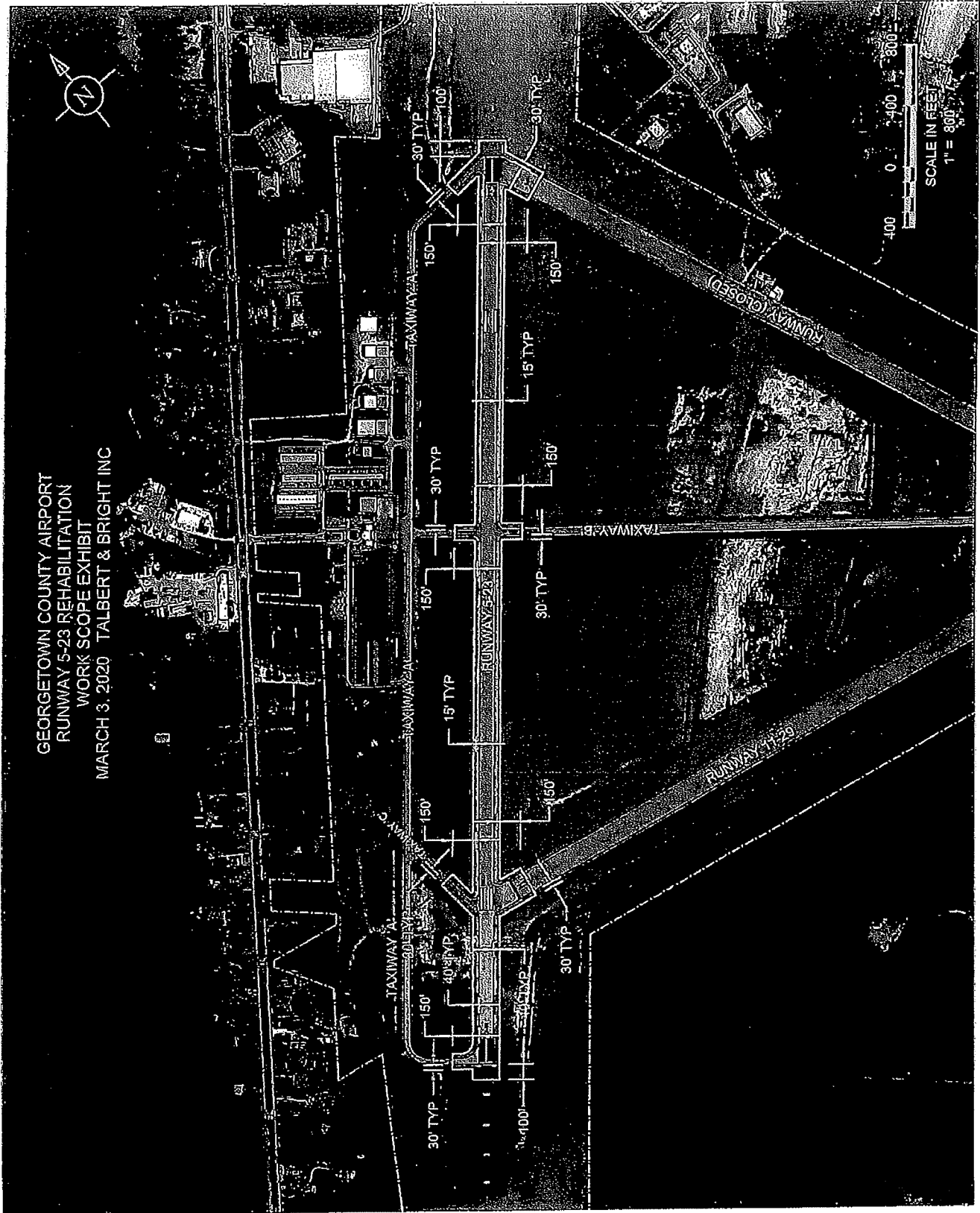
Insurance Requirements

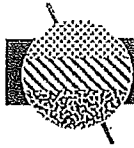
- Firm shall procure and maintain professional liability insurance in the minimum amount of \$1,000,000. Firm shall also possess Workman's Compensation Insurance for statutory obligations imposed by Workman's Compensation or occupational disease law in amounts of \$500,000 or as required by the laws of South Carolina if higher; Comprehensive Automobile Liability Insurance with limits of \$1,000,000; and General Liability Insurance with limits of \$1,000,000. Proof of insurance shall be provided to Talbert & Bright.

Proposed Fee

- Provide a lump sum fee to provide all complete topographic survey during daytime hours in accordance with this work scope. Please provide proposal by March 11, 2020. To document the proposed fee, please provide a manhour estimate showing work tasks, estimated manhours, labor costs, and direct costs.
- Proposed fees shall include the cost for providing aviation band radio(s) and other safety equipment to close work areas during surveying operations. Please provide the fee breakdown in Excel format.

GEORGETOWN COUNTY AIRPORT
RUNWAY 5-23 REHABILITATION
WORK SCOPE EXHIBIT
MARCH 3, 2020 TALBERT & BRIGHT INC





GeoTechnologies, Inc.

Geotechnical and Construction Materials Testing Services

March 4, 2020

Mr. Alan Smith, PE
Talbert & Bright, Inc.
4810 Shelley Drive
Wilmington, NC 28405

Reference: Proposal for Pavement & Subsurface Investigation
Runway 5-23
Georgetown County Airport
Georgetown, South Carolina
GeoTechnologies Proposal No. 1-20-0121

Dear Mr. Smith:

GeoTechnologies, Inc. is pleased to submit this proposal to provide a pavement and subsurface investigation for the proposed rehabilitation of Runway 5-23 at Georgetown County Airport in Georgetown, South Carolina. Our proposal includes a scope of work and a recommended budget for the project.

STATEMENT OF QUALIFICATIONS

GeoTechnologies, Inc. was formed in January 1992 as a professional engineering firm to provide geotechnical engineering and construction materials testing for the engineering, architectural and construction industry. The firms founding partners have more than 100 years combined experience in geotechnical engineering and materials testing. Project experience includes thousands of projects in the public and private sectors ranging from small residential structures to major industrial projects. GeoTechnologies has completed over 20,000 projects throughout the Southeast and Mid-Atlantic states since its founding in 1992. GeoTechnologies offers a full range of geotechnical and materials testing with a present staff of 45 employees.

Airport Experience. Since its founding in 1992, GeoTechnologies, Inc. has provided geotechnical engineering and quality control/assurance testing for over 1000 FAA and State sponsored projects with construction costs between \$200,000 and \$4 million. Employees of GeoTechnologies have a total combined airport experience of over 1200 projects with construction costs of \$200,000 to \$50 million. Services provided on these projects have included:

1. Geotechnical Subsurface Investigations and Foundation Design Recommendations for New Terminal Facilities and other Airport Related Facilities.
2. Pavement Condition Surveys Including Recommendations for Rehabilitation and Overlay Designs.
3. Quality Assurance Testing During Construction
4. Resident Inspection Services During Construction
5. Analysis of Materials Problems

GeoTechnologies' has prior pavement and subsurface experience at Georgetown County Airport and provided the geotechnical evaluation for rehabilitation of the original Runway 5-23 in the early 1990's. Through all our project experience, members of our staff have become very familiar with the high degree of quality required on airport related projects. GeoTechnologies laboratory services are accredited through the AASHTO Re:Source Program.

SCOPE OF WORK

Based on our review of Talbert & Bright's Request for Proposal dated March 3, 2020 we understand the following scope of work is required by the project.

1. Approximately forty (40) borings are required to evaluate the Runway 5-23 pavements and the connecting taxiways and runways. Boring spacing on the runway will be approximately 200 feet. The RFP specifies pavement boring depths to be a minimum of 5 feet. Borings with soft conditions at a depth of 5 feet will be extended deeper into the subsurface soils to further evaluate conditions. All test borings will be backfilled and patched after they are completed.
2. The runway pavements will be inspected by a Senior Inspector prior to beginning work in order to
3. In-place CBR tests will be performed at each test location using Corps of Engineers dynamic cone penetrometer. The dynamic cone penetrometer will be driven a minimum of 2 feet into the subgrade.
4. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing. Laboratory testing will include but not be limited to Atterberg limits tests (ASTM D-4318), Grainsize-Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216).
5. Upon completion of the field and laboratory investigation, we will provide an engineering report which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including subsurface soil profile and strengths, photographs, and laboratory data. The report will include a discussion of conditions found on the taxiway and will include subgrade CBR values for each test boring. Conditions which could impact construction of new pavements and possible reconstruction will be included. Recommendations will be included for design CBR values and existing pavement strength.
6. We anticipate that a minimum of four nights will be required to complete the evaluation. However, we recommend that runway closures be scheduled for five nights in the event that weather conditions or other factors require more closure time.

Safety Concerns

We understand that runway will be closed from 9:00 PM to 6:00 AM each night, Monday through Friday. GeoTechnologies will meet with the airport manager prior to starting the pavement evaluation. GeoTechnologies will provide illuminated closed runway markers consisting of 10' x 60' yellow markers with LED lighting for illumination. We will also place reflective cone markers at taxiways to

Talbert & Bright, Inc.
Georgetown County Airport
March 4, 2020
Page: 3

further indicate closure of the pavements. Our work crew(s) will be equipped with and will monitor airport frequencies throughout the pavement evaluation.

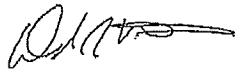
COST OF SERVICES

A Cost Estimate is attached as Table 1 for your review. Based on the proposed Scope of Work, we have estimated the cost of our services to be approximately \$16,798.60. The unit prices shown on the attached Fee Schedule will be used for invoicing our services. We will not exceed the proposed cost without direct authorization by the Engineer and will only invoice for the actual time and tests performed.

GeoTechnologies, Inc. appreciates this opportunity to present our proposal to Talbert and Bright, Inc. If you have any questions concerning our proposal, please do not hesitate to contact us.

Sincerely,

GeoTechnologies, Inc.



David R. Harris
Senior Inspector

TABLE 2
COST ESTIMATE

Proposal for Pavement and Subsurface Investigation
Runway 5-23
Georgetown County Airport
Georgetown, South Carolina
GeoTechnologies Proposal No. 1-20-0121

Field Services

1	Coring Crew & Equipment Mobilization, Lump Sum	\$	1,500.00
40	Borings @ 1.0 Hours Each @ \$180.00 Per Hour	\$	7,200.00
5	Days Per Diem @ \$146.00 Per Man Per Day	\$	1,460.00
500	Miles, Support Vehicle @ \$0.57 Per Mile	\$	285.00

Laboratory Services

8	Atterberg Limits Tests @ \$75.00 Each	\$	600.00
8	Grain Size Analysis - Wash #200 @ \$75.00 Each	\$	600.00
60	Natural Moisture Content @ \$10.00 Each	\$	600.00

Engineering Services

36	Hours, Senior Inspector @ \$90.00 Per Hour	\$	3,240.00
880	Miles @ \$0.57 Per Mile	\$	501.60
2	Days Per Diem @ 146.00 Per Day	\$	292.00
4	Hours, Senior Engineer @ \$130.00 Per Hour	\$	520.00

Estimated Cost \$ 16,798.60

2020 - GEOTECHNOLOGIES, INC. SCHEDULE OF FEES

Professional Services:

Expert Witness/Principal Engineer; per hour.....	\$160.00
Senior Engineer; per hour.....	\$130.00
Staff Engineer; per hour.....	\$100.00
Senior Inspector; per hour.....	\$90.00
Environmental Professional; per hour.....	\$90.00
Engineering Aide/Drafting; per hour.....	\$65.00
Remi Testing, Seismic Refraction Testing or Resistivity Testing.....	Quote Per Job

Engineering Technician; per hour.....	\$52.00
Engineering Technician-Overtime; per hour.....	\$68.00
Senior Engineering Technician; per hour.....	\$66.00
Senior Engineering Technician-Overtime; per hour.....	\$73.00
Asphalt Plant Inspector; per hour.....	\$71.00
Metals/Fireproofing Inspector; per hour.....	\$80.00
Metals/Fireproofing Inspector-Overtime; per hour.....	\$105.00
Mileage for Metals/Fireproofing Inspector; per mile.....	\$0.65
Coring Crew; per hour.....	\$180.00
Cores Patched; each.....	\$12.00
Mileage for CBR Truck.....	\$0.90

Project Manager Review; per hour.....	\$85.00
Reproduction of Reports and/or Additional Copies; per hour.....	\$45.00
Secretarial; per hour.....	\$45.00
Mileage; per mile.....	\$0.60
Per Diem; per day.....	Quote Per Job
Trip; per trip.....	Quote Per Job
Floor Flatness Equipment; per day.....	\$540.00
Ground Penetrating Radar (GPR); per day.....	\$350.00
Lightweight Falling Weight Deflectometer; per day.....	\$350.00
Seismograph Rental; per day.....	\$150.00
Windsor Probes; each.....	\$50.00

Laboratory Services:

Aggregate Base Course Proctor; each.....	\$180.00
Asphalt Core Specific Gravity; each.....	\$40.00
Asphalt Extraction; each.....	\$120.00
Atterberg Limits Test; each.....	\$75.00
CBR; per point (soaked/ unsoaked); each.....	\$135.00
Coarse/Fine Aggregate Specific Gravity; each.....	\$60.00
Compressive Strength:	
Concrete Cylinders, LtWt Concrete, and Mortar Cubes; each.....	\$13.50
Compressive Strength:	
Architectural Stone, Cores, Grout Prisms, and Shotcrete; each.....	\$25.00
Compressive Strength-Flexural Beams; each.....	\$35.00
Compressive Strength-Blocks; each.....	\$125.00
Consolidation; each.....	\$400.00
DOT Modified (T180) Proctor.....	\$180.00
Grain Size Test (Wash 200 Sieve); each.....	\$75.00
Grain Size Test (Coarse Aggregate); each.....	\$130.00
Grain Size Test (with Hydrometer); each.....	\$115.00
Modified Proctor Compaction Test; each.....	\$155.00
Natural Moisture Content Test; each.....	\$10.00
Organic Content; each.....	\$35.00
pH; each.....	\$40.00
Permeability (in place); each.....	\$260.00
Permeability (remold); each.....	\$300.00
Soil Specific Gravity; each.....	\$45.00
Standard Proctor Compaction; each.....	\$135.00
Direct Shear Test; each.....	\$400.00
Triaxial Compression Test; each.....	\$600.00

Note: Overtime is Time in Excess of 8 hrs/day Monday-Friday, All Time on Saturday, Sunday, & Holidays)
Services Not Shown Above to be Quoted Upon Request

Effective 12/23/2019

Georgetown County Airport
Georgetown, South Carolina
TBI No. 2601-2001
Outline Scope of Services – Subsurface Investigation
Runway 5-23 Rehabilitation

March 3, 2020

Proposal Requirements

- Provide a unit cost fee for subsurface investigation at Georgetown County Airport, associated with the proposed rehabilitation of approximately 6,005 linear feet of Runway 5-23. Provide pricing for completing the subsurface investigation during nighttime hours for the Runway 5-23 investigation. Runway 5-23 will be available to be closed during nighttime hours between 9:00 pm to 6:00 am, Monday through Friday. The Subconsultant shall be required to close the Runway and will have unrestricted access to the Runway area during the closure period. The Cost shall include proposed cost for providing barricades, closure crosses, aviation radio(s), and other safety equipment to close work areas during drilling operations. All bore holes shall be satisfactorily patched and repaired and all work areas checked for FOD prior to opening areas of the runway.
- Prior to beginning work, the subconsultant shall meet with Airport Manager (Jim Taylor, (843)545-3638) to determine acceptable procedures for personnel accessing the runway areas. The subconsultant shall provide aviation band radio(s) as required to complete the work.
- Provide proposal no later than March 11, 2020. To document the proposed fee, please provide a manhour estimate showing work tasks, estimated manhours, labor costs, and direct costs. Please provide the fee breakdown in Excel format.
- Time of Completion for work shall be four weeks from Notice to Proceed.
- Firm shall procure and maintain professional liability insurance in the minimum amount of \$1,000,000. Firm shall also possess Workman's Compensation Insurance for statutory obligations imposed by Workman's Compensation or occupational disease law in amounts of \$500,00 or as required by the laws of North Carolina, if higher; Comprehensive Automobile Liability Insurance with limits of \$500,000; and General Liability Insurance with limits of \$1,000,000. Proof of insurance shall be provided to Talbert & Bright.

Subsurface Investigation Scope

Conduct a subsurface exploration program for the Runway 5-23 project in support of the design of pavement rehabilitation of the Runway 5-23. Provide soil borings based on guidance outlined in FAA Advisory Circular 150/5320-6F, Airport Pavement Design and Evaluation, Chapter 2, Soil Investigations and Evaluations. Borings shall be completed to a minimum depth of 5' or greater feet below subgrade (deeper if needed based on soil conditions). Borings shall be provided for the runway, with 1 boring placed in the connector taxiways, Runway 11-29, and abandoned Runway. All pavement sections should be sampled to provide existing conditions and required design recommendations. Provide additional borings to document any unforeseen conditions.

Boring Data

Provide location, date performed, type of exploration, surface elevation, depth of pavement section and materials, condition of existing pavements, subgrade, and base course, visual soil classifications, blow counts, identification of strata, depth to water, and depth of caving if applicable.

Marking Borings

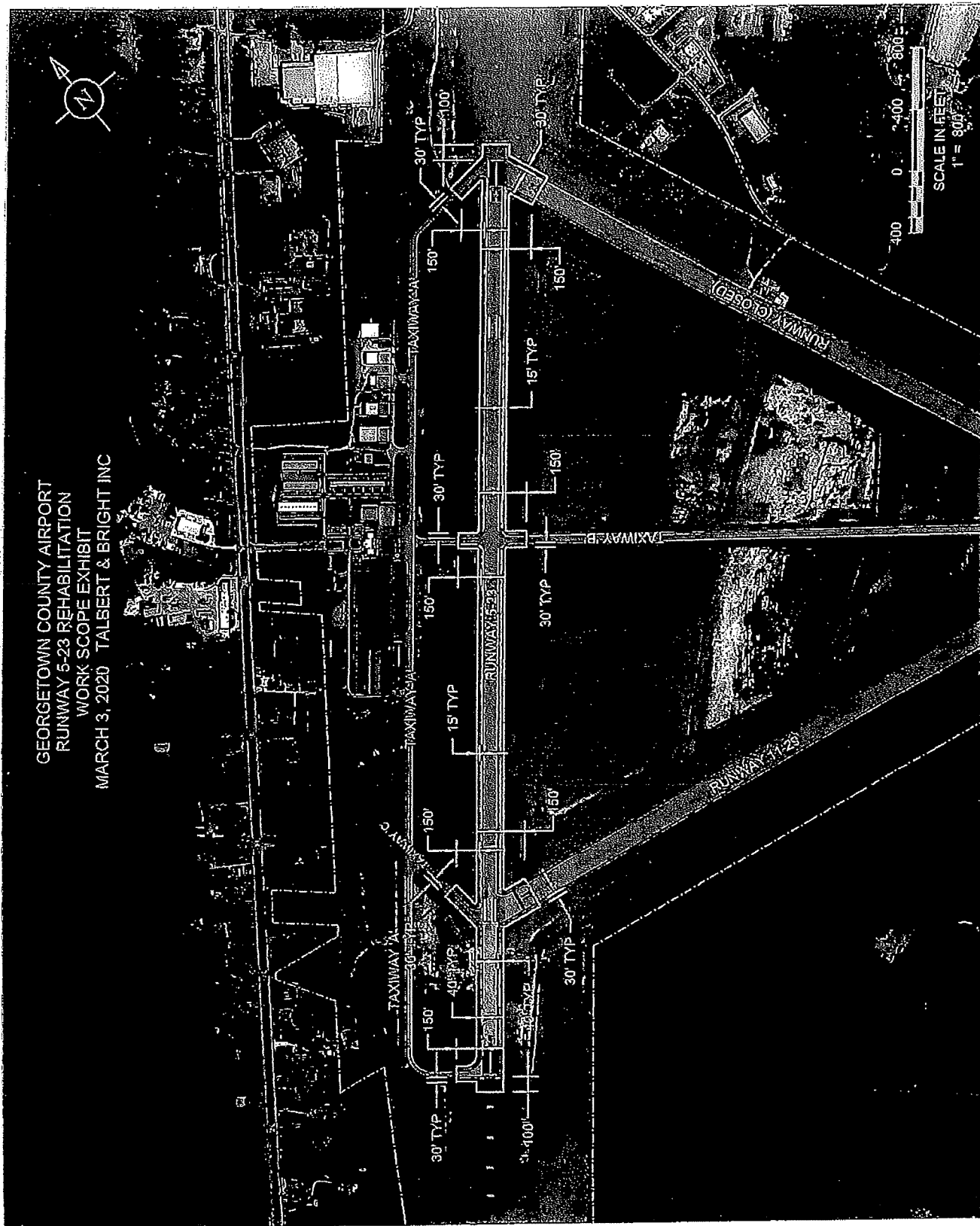
Mark each location with paint where a soil boring is conducted so that field survey crew can locate and add to final survey. Coordinate with surveyor as required.

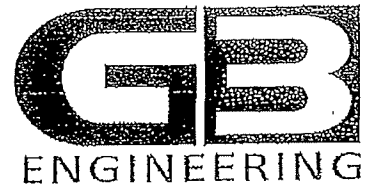
Laboratory Tests

Provide gradations, Atterberg Limits, Natural Moisture, Standard Proctor, and CBR (in-place and lab). Representative samples shall be provided as required.

Interpretation and Recommendations

The intent of this project will be to Rehabilitate Runway 5-23. Provide an evaluation of existing runway, and connector taxiways and Runway tie ins. Provide interpretation and recommendations relative to existing subgrade and base course conditions, recommendation relative to design CBR values, review and recommendation of design modulus values for subgrade and base course (for comparison to values in FARFIELD design procedure), existing pavement sections and conditions, recommendations for pavement rehabilitation techniques, and recommendations for control of reflective cracking.





March 16, 2020

Talbert & Bright
Attn: Al Smith, PE
4810 Shelley Drive
Wilmington, NC 28405
(910) 763-5350

RE: Georgetown County Airport Renovations
Georgetown, Georgetown County, SC
Proposal Agreement for Services

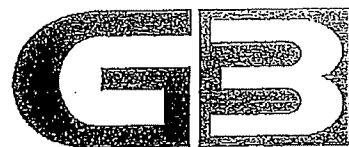
Dear Al:

Thank you for the opportunity to offer professional services for the above noted project.

Our proposal includes the tasks noted below and as detailed in the SCOPE of SERVICES section of this contract. Services shall be provided in accordance with the TIME SCHEDULE for SERVICES section of this contract.

We propose the following tasks and costs:

<u>Service</u>	<u>Terms</u>	<u>Cost</u>
Design Services		
Principal	\$165.00 @ 3 hours =	\$ 495.00
Senior Project Manager	\$130.00 @ 6 hours =	\$ 780.00
Project Manager	\$115.00 @ 12 hours =	\$ 1,380.00
Project Coordinator	\$100.00 @ 24 hours =	\$ 2,400.00
CADD Technician	\$ 80.00 @ 32 hours =	\$ 2,560.00
Administrative	\$ 70.00 @ 12 hours =	\$ 840.00
Total Design Services	Lump Sum	<u>\$ 8,455.00</u>
Permitting Services		
Principal	\$165.00 @ 3 hours =	\$ 495.00
Senior Project Manager	\$130.00 @ 16 hours =	\$ 2,080.00
Project Manager	\$115.00 @ 24 hours =	\$ 2,760.00
Project Coordinator	\$100.00 @ 24 hours =	\$ 2,400.00
CADD Technician	\$ 80.00 @ 24 hours =	\$ 1,920.00
Administrative	\$ 70.00 @ 12 hours =	\$ 840.00
Total Permitting Services	Lump Sum	<u>\$10,495.00</u>
Reimbursable Expenses	Time and Expense	\$ 3,000.00
<u>Total Proposal Amount</u>		<u>\$21,950.00</u>



ENGINEERING
Georgetown County Airport Renovations
Additional Project Information Here

Page 2 of 9

This proposal is only for the phases shown, and any future sub-phasing would incur an extra services proposal.

Please see Exhibit A of this contract for general contract conditions and Exhibit B for hourly rates for time and expense contract costs.

For the purposes of this contract, Talbert & Bright shall be designated as OWNER and G3 Engineering, LLC shall be designated as ENGINEER. Services will begin on the project upon receipt of an executed contract and a retainer in the amount of \$2,500.00. The retainer will be applied to the last project invoice.

If the terms of the contract as listed herein are acceptable to you, please sign a copy and return it to us at your earliest convenience. This contract is open for your acceptance until April 16, 2020. We appreciate the opportunity to work with you on the project.

SCOPE OF SERVICES

Design Services

After the completion of the required surveying services, creation of the base map and approval from the Owner for the general layout for the project, Engineer shall prepare site development plans. Site Development Plans shall include:

- 1) Sediment and Erosion Control Plans – Sediment and erosion control plans will show all measures as required by State and Local Agencies.
- 2) Construction Details – Details shall be provided for sediment and erosion controls plans as required.
- 3) Storm Water Pollution Prevention Plan (SWPPP) and Sediment and Erosion Control Plans
- 4) Prepare Opinion of Probable Costs – Engineer shall prepare an opinion of probable cost for the items designed by the Engineer. Engineer has no control over material and labor costs, competitive bidding, or equipment costs. Engineer's opinion of cost is based on past experience and is Engineer's best judgment as a design professional.
- 5) Project Meetings – Engineer shall attend project meetings at the request of the Owner. Services will be provided on a Time & Expense basis in accordance with the rates listed in Exhibit B.

Permitting Services

Engineer shall prepare submittal packages for the Owner's use in obtaining the required permits for this project. All applications fees shall be the responsibility of the Owner, Engineer shall submit requests for

checks to the Owner for use in the permitting process. Anticipated Permit submittals for this project include:

- 1) Georgetown County MS4 Storm Water, Sediment and Erosion Control Review
- 2) SCDHEC – OCRM Storm Water Review (OCRM)
- 3) SCDHEC – OCRM Coastal Zone Consistency Review (CZC)

Reimbursable Expenses

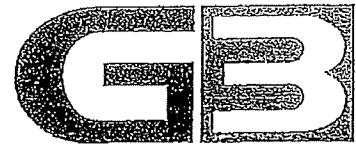
Expenses for travel, printing, mileage, postage, and materials, shall be invoiced under this task. Mileage shall be invoiced at \$0.85 per mile. Other costs shall be billed at actual cost plus 15%.

Excluded Services

The services / scope items noted below are not included in this contract. These items may be added to the contract at the request of the Owner for additional fees:

- Phase 1 or Phase 2 environmental reports
- Legal activities or services as an expert witness
- OCRM record drawings
- Water and sewer record drawings
- Boundary survey
- "Dry" utilities such as power lines, phone lines, cable, internet service, gas service, etc.
- Dry utility relocation/coordination
- Archeological, endangered species, or cultural resources reports or studies
- Wetland delineations, wetland reports, wetlands maps / surveys
- Below ground storage tank design
- Structural Engineering services
- Lot services
- Model home permitting
- Entry feature design and permitting
- Amenity design and permitting
- Traffic study/reports
- Illustrative plans for sales and marketing purposes
- Geotechnical testing and reports
- Services other than those specifically described in the Scope of Services section of this proposal
- Off-site work
- Application fees

These items can be provided by or coordinated by the Engineer if requested by the Owner for additional fees.



ENGINEERING
Georgetown County Airport Renovations
Additional Project Information Here

Page 4 of 9

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE COMMERCIAL FINANCIAL DISPUTES ARBITRATION RULES AND UNIFORM ARBITRATION ACT (SOUTH CAROLINA)

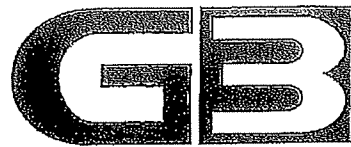
ARBITRATION. UPON DEMAND OF ENGINEER OR OWNER, WHETHER BEFORE OR AFTER INSTITUTION OF ANY JUDICIAL PROCEEDING, ANY DISPUTE, CLAIM OR CONTROVERSY ("DISPUTES") ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS DOCUMENT OR ANY OTHER DOCUMENT, SHALL BE RESOLVED BY BINDING ARBITRATION AS PROVIDED HEREIN. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, disputes as to whether a matter is subject to arbitration, claims brought as class actions, claims arising from loan documents executed in the future, or claims arising out of or connected with the transaction reflected by this document.

Arbitration shall be conducted under and governed by the Commercial Financial Disputes Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA"), and Chapter 48 of Title 15 of the South Carolina Code, as amended. All arbitration hearings shall be conducted in South Carolina. The expedited procedures set forth in Rule 51, et seq. of the Arbitration Rules shall be applicable to claims of not less than One Million and 00/100 Dollars (\$1,000,000.00). All applicable statutes of limitation shall apply to a Dispute. A judgment upon the award may be entered in any court having jurisdiction. The panel from which all arbitrators are selected shall be comprised of licensed attorneys. The single arbitrator selected for expedited procedure shall be a retired judge from the highest court of general jurisdiction, state or federal, of the state where the hearing will be conducted, or if such person is not available to serve, the single arbitrator may be a licensed attorney.

Notwithstanding the preceding binding arbitration provisions, Engineer and Owner preserve, without diminution, certain remedies that either party may employ or exercise freely, independently or in connection with an arbitration proceeding or after an arbitration action is brought. Engineer and Owner shall have the right to proceed in any court of proper jurisdiction or by self-help, to exercise or prosecute the following remedies, as applicable:

(i) all rights to foreclose against any real or personal property or other security by exercising a power of sale granted under the loan documents or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale; (ii) all rights of self-help including peaceful occupation of real property and collection of rents, set-off and peaceful possession of personal property; (iii) obtaining provisional or ancillary remedies, including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and filing an involuntary bankruptcy proceeding; and (iv) when applicable, a judgment by confession of judgment. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

Engineer and Owner shall not have a remedy of punitive or exemplary damages against the other in any Dispute and hereby waive any right or claim to punitive or exemplary damages they have now, or which may arise in the future, in connection with any Dispute, whether the Dispute is resolved by arbitration or judicially.



ENGINEERING
Georgetown County Airport Renovations
Additional Project Information Here

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ACCEPTANCE OF CONTRACT

The parties agree and acknowledge that any of the parties hereto may execute this agreement by electronic signature, and the other party may rely upon such electronic signature as an original record or signature.

We look forward to working with you on this project.

Sincerely,

By 

G3 Engineering, LLC

David C. Gantt, PE

Principal and CEO

By 

G3 Engineering, LLC

Adam Dew

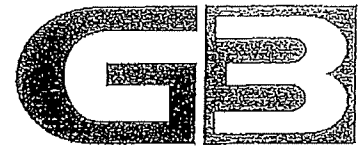
Senior Project Manager

Owner Acceptance

Date Accepted: _____, 2020

By _____
Signature

Title and Written Name



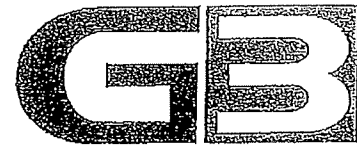
ENGINEERING
Georgetown County Airport Renovations
Additional Project Information Here

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EXHIBIT B
G3 ENGINEERING, LLC
Services Billed on a Time and Expense Basis
•SOUTH CAROLINA•

G3 Engineering provides services/hourly rate charges for each position for 2020 on a time and expense basis as follows:

TITLE	HOURLY RATE
PRINCIPAL	\$165
MARKET LEADER / ASSOCIATE	\$150
SENIOR PROJECT MANAGER / ASSOCIATE	\$145
PROJECT MANAGER – V	\$140
PROJECT MANAGER – IV	\$135
PROJECT MANAGER – III	\$130
PROJECT MANAGER – II	\$125
PROJECT MANAGER – I	\$120
SENIOR LANDSCAPE ARCH. / ASSOCIATE	\$135
LANDSCAPE ARCHITECT – V	\$130
LANDSCAPE ARCHITECT – IV	\$125
LANDSCAPE ARCHITECT – III	\$120
LANDSCAPE ARCHITECT – II	\$115
LANDSCAPE ARCHITECT – I	\$110
SENIOR ENGINEER	\$135
ENGINEER – V	\$130
ENGINEER – IV	\$125
ENGINEER – III	\$120
ENGINEER – II	\$115
ENGINEER – I	\$110
SENIOR DESIGNER	\$125
DESIGNER – V	\$120
DESIGNER – IV	\$115
DESIGNER – III	\$110
DESIGNER – II / PROJECT COORDINATOR	\$105
DESIGNER – I	\$100
SENIOR CADD TECHNICIAN	\$110
CADD TECHNICIAN – V	\$105
CADD TECHNICIAN – IV	\$100
CADD TECHNICIAN – III	\$95



Georgetown County Airport Renovations
Additional Project Information Here

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CADD TECHNICIAN – II	\$90
CADD TECHNICIAN – I	\$85
SENIOR FIELD REPRESENTATIVE	\$110
FIELD REPRESENTATIVE – V	\$105
FIELD REPRESENTATIVE – IV	\$100
FIELD REPRESENTATIVE – III	\$95
FIELD REPRESENTATIVE – II	\$90
FIELD REPRESENTATIVE – I	\$85
PERMIT COORDINATOR – IV	\$100
PERMIT COORDINATOR – III	\$95
PERMIT COORDINATOR – II	\$90
PERMIT COORDINATOR – I	\$85
BUSINESS DEVELOPMENT MANAGER	\$110
BUSINESS DEVELOPMENT COORDINATOR	\$100
BUSINESS OFFICE MANAGER	\$110
SENIOR ADMINISTRATIVE	\$100
ADMINISTRATIVE – IV	\$80
ADMINISTRATIVE – III	\$75
ADMINISTRATIVE – II	\$70
ADMINISTRATIVE – I	\$65
EXPERT WITNESS	\$400

- 1) Some of these rates provide for services we may subcontract to others.
- 2) Reimbursable expenses, including printing, reproduction, postage, air travel, lodging, and meals will be billed at cost. Travel in company or private vehicles will be billed at \$0.85 per mile. Outside consultant and permit fees will be billed at 1.15 times the cost.
- 3) Billing: Projects will be billed monthly or at the completion of the work, whichever comes first, with payment due upon receipt. Payment will be considered overdue after 30 days from date of invoice, with interest charged at a monthly rate of 1.5% (18% annual rate). Work automatically ceases until payment is made on jobs with invoices 90 days old. Special billing and payment arrangements may be made as mutually agreed.

All rates and charges are effective through December 31, 2020, including printing, reproductions, materials, and travel.

DBE CONSULTING SERVICES – TALBERT & BRIGHT INC

for the

Georgetown County Airport

A PROPOSED AGREEMENT

Submitted by



Ken Weeden & Associates, Inc. - Planning Consultants

WILMINGTON – RALEIGH – ATLANTA

March 5, 2020

- DBE PLANNING SERVICES AGREEMENT BETWEEN
TALBERT & BRIGHT INC (FOR GEORGETOWN COUNTY AIRPORT) AND
KEN WEEDEN & ASSOCIATES, INC.

This will serve as an Agreement between Talbert & Bright Inc. and Ken Weeden and Associates, Inc. (hereinafter referred to as KWA) and will remain in effect until it is terminated according to the terms and conditions stated herein. The tasks to be undertaken as part of this agreement are as follows:

KWA perceives the requested services to be part of three (3) primary tasks for the Georgetown County Airport. These tasks are as follows:

Task 1: DBE Goal Development Assistance

- Task 1.1 - FY 2021-2023 DBE Goal
- Task 1.2 - Follow-up, Agency Coordination

Task 2: Update DBE Program Administrative Document

- Task 2.1 - Update DBE Program Administrative Document
- Task 2.2 - Follow-up, Agency Coordination

Task 3: Assist in Preparation of Uniform Report of Awards, Commitments, and Payments.

- Task 3.1 – FY 2019 Uniform Report of Awards, Commitments, and Payments

More details of our approach to each task are presented below.

Task 1: Three-Year DBE Goal (Part 26)

Includes Fiscal Years 2021, 2022, and 2023

KWA proposes to prepare the required three-year Disadvantaged Business Enterprise (DBE) overall goal and methodology for AIP-assisted projects at the Airport. This three-year goal (fiscal years 2021, 2022, and 2023) will meet all of the requirements of 49 CFR Part 26.

Goal Setting Process

The 3-Year Goal will be developed based on the two-step process of:

1. Developing a DBE Base Figure for the relative availability of ready, willing and able DBEs, using an FAA-acceptable methodology for the agreed upon market area, or Project Service Area.
 - This process includes consultation with the designated staff, or Engineer in considering realistic subcontracting possibilities for each project for goal development, considering opportunities in both construction and in professional services and,
2. Making appropriate adjustments to the Base figure, using methods acceptable to FAA and consistent with the regulation.

KWA will also provide assistance in fulfilling public participation requirements of the regulation, i.e. consultation with representative minority and/or women contractor organizations, and publication of a notice announcing the proposed overall goal methodology and its availability for the 30-day public comment period..

Narrative Document & Follow-Up

Develop the appropriate narrative text documenting the updated DBE methodology, to be typed and submitted to Airport Staff. KWA will forward the report to the FAA Civil Rights office after review and input by the designated staff, or Engineer. The DBE methodology shall conform to the requirements of 49 CFR Part 26. KWA will coordinate with the FAA concerning review and approval of the methodology, including follow-up.

Required Information:

The Airport and/or the designated staff, or Engineer will provide the following information, services, and/or data to KWA:

1. Available historic information on bidders and DBEs for the Projects Service Area. The identification of previous successful and unsuccessful bidders on similar projects is necessary in order to help determine the Airport's market area. This can be found usually on bid tabulation sheets from previous years.
2. Copy of a recent Disparity Study, Availability study or similar document if any has been completed and is available.
3. Description of the FY 2021–FY 2023 proposed projects and preliminary engineering cost estimates of the major work elements. This is necessary in order to evaluate the relative comparative costs of the major activities.
4. Review of proposed DBE overall goal and methodology prior to submittal to the FAA.

Task 2: Update DBE Program Administrative Document

KWA proposes to prepare an update of the FAA-required Disadvantaged Business Enterprise (DBE) Program for the Airport, according to the USDOT DBE program requirements of 49 CFR Part 26.

KWA proposes to develop the appropriate narrative text documenting the new DBE program, to be typed and submitted to the FAA Civil Rights office on behalf of the Airport, after review and input by the Airport. The DBE Program shall conform to the requirements of 49 CFR Part 26. KWA will coordinate with the FAA concerning review and approval of the Program, including follow-up.

Task 3: Assist in Preparation of the Uniform Report of Awards, Commitments and Payments – FY 2019

Assist the staff to prepare, format, and submit the required FAA/DBE annual "Uniform Report of DBE Awards or Commitments and Payments", for AIP activities.

Submit all appropriate information to the Airport for submission to the FAA.

FEE PROPOSAL/COMPENSATION

KWA proposes to provide the services described above based on the fee scheduled contained in the attached spreadsheet (ATTACHMENT 1). Please note that the compensation for Tasks 1 through 3 are basically lump-sum-not-to-exceed projections. Invoices will be submitted upon the completion of each work item(s).

ATTACHMENT 1: FEE PROPOSAL
Georgetown County Airport
DBE PROGRAM SERVICES

DBE Services for Georgetown County Airport Scope of Work / Fee Estimate: March 2020 Ken Weeden & Associates, Inc						
Task	Project Mgr	Senior Proj. Plnr	Compliance Spec I	Total Hours	Total Labor Fee	Total Costs
Billing Rates w/indirect costs						
	\$198.00	\$135.00	\$78.00			
Task 1 DBE GOAL DEVELOPMENT ASSISTANCE						
1.1 FY 2021 -2023 DBE Goal	2	22	24	48	\$5,238.00	\$5,238.00
1.2 FAA- Agency Coordination-Follow-Up	2	4	0	6	\$936.00	\$936.00
Total Hours Task 1	4	26	24	54		\$6,174.00
	\$792.00	\$3,510.00	\$1,872.00		\$6,174.00	
Task 2 Update DBE Program Administrative Document						
2.1 Update DBE Program Administrative Document	0	8	0	8	\$1,080.00	\$1,080.00
Total Hours Task 2	0	8	0	8		\$1,080.00
	\$0.00	\$1,080.00	\$0.00		\$1,080.00	
Task 3 Assist in Preparation of Uniform Report of Awards, Commitments and Payments						
3.1 FY 2019 Uniform Report of Awards, Commitments and Payments	0	8	0	8	\$1,080.00	\$1,080.00
Total Hours Task 3		8		8		\$1,080.00
	\$0.00	\$1,080.00	\$0.00		\$1,080.00	
TOTALS PERSONNEL						
	792	5,670	1,872	70	8,334	\$8,334.00
Direct costs Travel						
Grand Total						\$8,334.00



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southern Region
Georgia, Puerto Rico, South Carolina, Virgin Islands

FAA ATL ADO
1701 Columbia Avenue
Suite 220
College Park, GA 30337

July 29, 2020

Ms. Angela Christian, County Administrator
Georgetown County
716 Prince Street
Georgetown, SC 29440

Dear Ms. Christian:

Please find the following electronic AIP Grant Offer, for Airport Improvement Program (AIP) Project No. 3-45-0025-022-2020 at Georgetown County Airport in Georgetown, South Carolina. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than August 28, 2020**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

The terms and conditions of this agreement require you to complete the project without undue delay and require you to drawdown and expend these funds within four years. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Kyle Cody, (404) 305-6793, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Larry F. Clark
Manager

Electronic Enclosures:
Grant Agreement
Grant Assurances
AC Checklist of AIP Projects



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Federal Award Offer Date	<u>Jul 30, 2020</u>
Airport/Planning Area	<u>Georgetown County</u>
AIP Grant Number	<u>3-45-0025-022-2020</u>
Unique Entity Identifier	<u>045746591</u>
TO:	<u>County of Georgetown</u> (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 31, 2020, for a grant of Federal funds for a project at or associated with the Georgetown County Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Georgetown County Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 5/23, Design

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$273,883.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$273,883.00 airport development or noise program implementation

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 28, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects if funds are available;
- C. May be increased by not more than 15 percent for land project if funds are available.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under

this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 02/07/2005, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

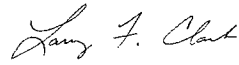
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

3-45-0025-022-2020

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Larry F. Clark

(Typed Name)

Manager, ATL-ADO

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 30 day of July, 2020.

County of Georgetown

(Name of Sponsor)

Angela Christian
Angela Christian (Jul 30, 2020 14:18 EDT)

(Signature of Sponsor's Authorized Official)

By: Angela Christian

(Typed Name of Sponsor's Authorized Official)

Title: County Administrator

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Wesley P. Bryant, JD, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Carolina. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Georgetown, SC (location) this 30th day of July, 2020

By: Wesley P. Bryant, JD (Jul 30, 2020 14:24 EDT)
(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title V of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The County of Georgetown, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids 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."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

**Bill To**

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

Ship To

GEORGETOWN COUNTY AIRPORT
129 AIRPORT ROAD
HIGHWAY 17 SOUTH aka Fraser St
GEORGETOWN, SC 29440

Purchase Order

No. 2021-00000099

08/17/20

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

Vendor 102792 TALBERT & BRIGHT INC**Contact**

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

Deliver by 12/21/20
Ship Via VEND
Freight Terms SITEWORK
Originator James Taylor
Resolution Number 15-073, TO #11
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
273883.0000	\$/US	RUNWAY 5/23 REHABILITATION, DESIGN		\$1.0000	\$273,883.00
Item Description RUNWAY 5/23 REHABILITATION, DESIGN					
Detail Description (AIP) PROJECT NO. 3-45-0025-022-2020					
G/L Account		Project		Amount	Percent
99415.609-50431 (Other Professional Serv)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	8/13/2020	James Taylor
2	Dept Head/Director	8/17/2020	Wesley Bryant
3	Purchasing	8/17/2020	Nancy Silver

Subtotal \$273,883.00
Sales Tax \$0.00

Total Due \$273,883.00

SIGNATURE

SIGNATURE

Special Instructions

This purchase item is part of an awarded contract for "Indefinite Delivery / Indefinite Quantity" (IDIQ).
E-Mail To: Al Smith<asmith@tbiilm.com> Company: Talbert & Bright, Inc.
Contract Ref: # 15-073, Task Order #11
FROM: Georgetown County, SC Purchasing Office; PHONE: (843)545-3083 FAX: (843)545-3500 E-MAIL:
purch@gtcounty.org

Item Number: 6.f
Meeting Date: 8/25/2020
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDERCONSIDERATION:

Bid #20-040, Springs Outfall Drainage Improvements

CURRENT STATUS:

The County has designed and bid a drainage project to install approximately 119 linear ft. of 30" RCP, 12 ft. of 24" RCP, 2 catch basins, 2 junction boxes, 60 linear feet of vinyl bulkhead, and 400 sq. ft. of concrete driveway to replace an existing outfall pipe at 4789 Highway 17 Business.

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 directly emailed to all known offerors. There were six (6) bids received:

- 1) Associates Roofing & Construction, Inc. (dba: ARC) of Murrells Inlet, SC @ \$139,938.00 base bid;
- 2) Consensus Construction & Consulting, Inc. of Myrtle Beach, SC @ \$128,707.00 base bid;
- 3) Seven Seas Marine Construction, Inc. of Murrells Inlet, SC @ \$138,727.00 base bid;
- 4) Greenwall Construction Service, Inc. of Myrtle Beach, SC @ \$171,862.06 base bid;
- 5) Green Wave Contracting, Inc. of Georgetown, SC @ \$89,827.00 base bid;
- 6) Palmetto Corp of Conway of Conway, SC @ \$159,895.00 base bid.

FINANCIAL IMPACT:

This project is fully funded in GL Account Number 504.901-50705 up to \$160,000.

OPTIONS:

- 1) Award a Construction Contract to Green Wave Contracting, Inc. for \$89,827.00.
- 2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

There were six (6) bids received at the public bid opening held on August 13, 2020. Purchasing, Public Services, and Capital Projects staff reviewed the bids received. All were found to be complete bid packages responding to all items. Green Wave Contracting, Inc. of Georgetown, SC submitted the lowest complete bid, in the amount of \$89,827.00. This vendor has successfully completed several similar projects for the County and is a reputable company. They are also a local vendor. Therefore, staff recommends award to the low bidder, Green Wave Contracting, Inc. for the base bid amount of \$89,827.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:


Description	Type
Recommendation from Mr. Ray Funnye, Director	



Georgetown County
Department of Public Services
Innovative Leadership & Teamwork!



Memorandum

To: Nancy Silver, Purchasing Officer
From: Ray C. Funnye, Director of Public Services 
Date: August 14, 2020
RE: Recommendation for Bid #20-040: Springs Outfall Drainage Improvements

On August 13, 2020 Georgetown County Department of Public Services received six (6) bids for Bid #20-040: Springs Outfall Drainage Improvements, from: Greenwall Construction, Green Wave Contracting, Associates Roofing, and Construction, Consensus Construction and Consulting Inc, Seven Seas Marine Construction, and Palmetto Corp of Conway.

The project consists of installing approximately 119 feet of 30" RCP, 12 feet of 24" RCP, 2 catch basins, 2 junction boxes, 60 linear feet of vinyl bulkhead, and 400 square feet of concrete driveway to replace an existing outfall pipe at 4789 Highway 17 Business.

The base bids ranged from \$89,827.00 to \$171,862.06. Green Wave Contracting submitted the lowest complete bid, in the amount \$89,827.00. Green Wave Contracting has successfully completed several similar projects for the County and is a reputable company.

Based on the aforementioned, I recommend that the award of Bid #20-040: Springs Outfall Drainage Improvements go to Green Wave Contracting, in the amount of \$89,827.00

Administration

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

Item Number: 7.a
Meeting Date: 8/25/2020
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

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:

Recommendations regarding the adoption of Ordinance No. 20-28 provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

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

- ▣ McCants Beal FLU map
- ▣ McCants Beal FLU resolution

Exhibit

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

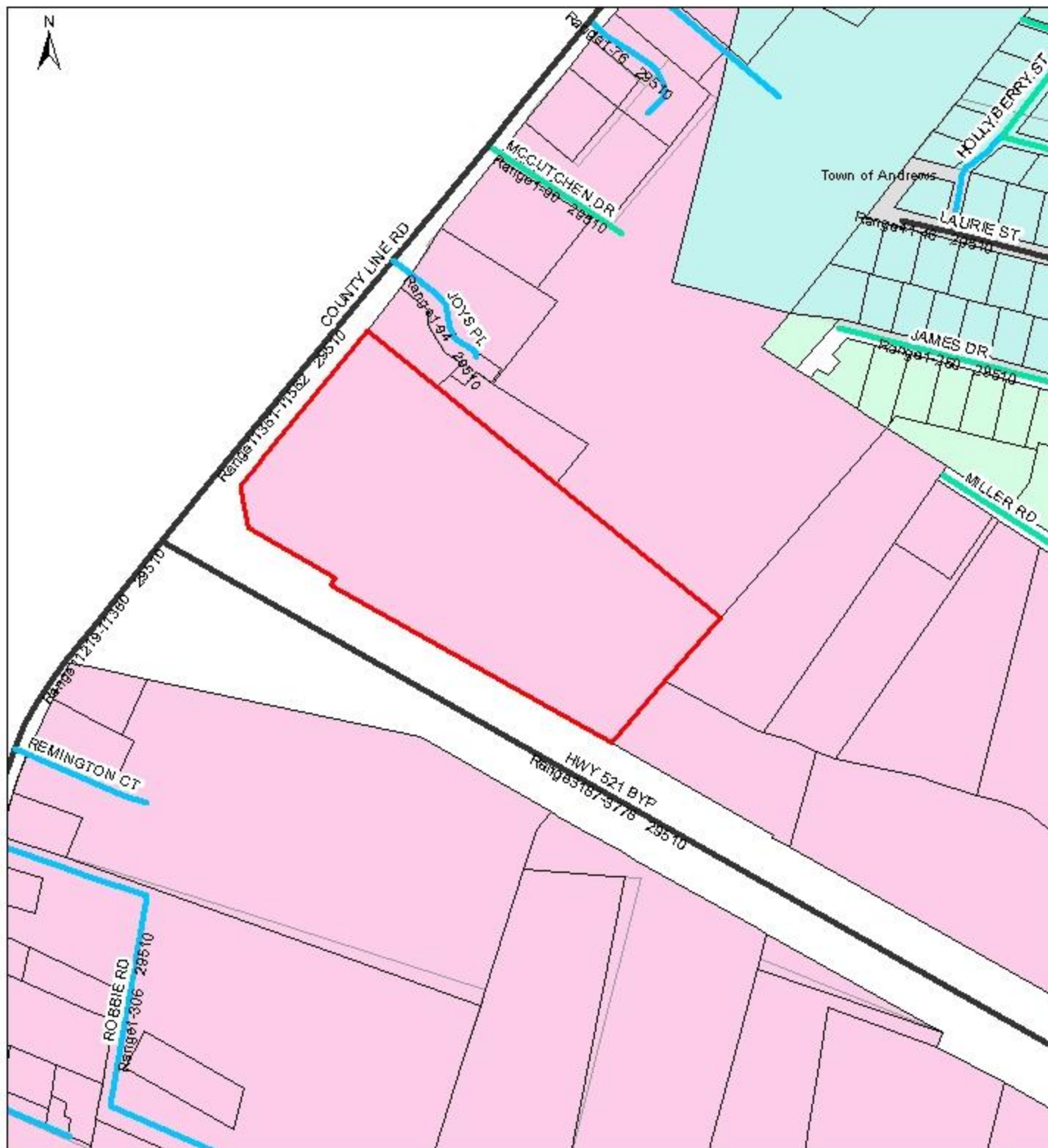
This Ordinance, No. 20-28, has been reviewed by me and is hereby approved as to form and legality.

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: 7.b
Meeting Date: 8/25/2020
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

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:

Recommendations regarding the adoption of Ordinance No. 20-30 provided under separate report.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 20-30 Amendment to FLU Hwy 521	Ordinance
▣ Ohara FLU map	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: 8.a
Meeting Date: 8/25/2020
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Zoning Board of Appeals

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Chairman John Thomas has recommended the appointment of Mr. Thomas Onions to fill a seat on the Zoning Board of Appeals representing Council District 1

Mr. Onions has submitted an application for service on the board, which is provided.

FINANCIAL IMPACT:

OPTIONS:

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

STAFF RECOMMENDATIONS:

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

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> ZBA Application - Thomas Onions	Backup Material



**QUESTIONNAIRE FOR
BOARD / COMMISSION**
PLEASE PRINT

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

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

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

Name: (TIM)
THOMAS C. ONIONS

Home Address: 723 TUCKERS ROAD

Home Phone: 843 325 9399 Work Phone: _____ Cell Phone: SAME

Email Address: crashex7@gmail.com

Permanent resident of Georgetown County? ☒ YES ☐ NO Registered Voter in Georgetown County? ☒ YES ☐ NO

Occupation: consultant Present Employer: crash Technologies Inc.
(If retired, most recent employer)

Employer Address: 1967 WEHRLE DRIVE, SUITE 1, BUFFALO, NY

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

☐ Some High School ☐ High School Graduate/GED ☐ Some College ☒ College Graduate

Professional Degree (please specify) BACHELORS + POST-GRAD

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

(If yes, please list): _____

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

(If yes, please list): _____

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

(If yes, please list): _____

Summary of Qualifications or Experience that you feel would be beneficial to this board/commission:
FORMER CHAIRMAN - GEORGETOWN COUNTY Z.I.A.B.

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

Thomas C. Onions
Applicant Signature

8/7/2020
Date

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

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

(Revised 11-16)

Item Number: 9.a
Meeting Date: 8/25/2020
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Proclamation No. 20-17 – To Proclaim the Week of September 17-23, 2020 as “Constitution Week” in Georgetown County

CURRENT STATUS:

Pending adoption

POINTS TO CONSIDER:

On September 17, 1787, the United States Constitution was signed to establish and enshrine a foundation of justice, equality, dignity, and fairness. As the cornerstone of the world’s oldest constitutional democracy, it reflects the values we cherish as a people, and the ideals we strive for in a society.

The U.S. Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties and freedoms and to ensure those rights to every American.

The President of the United States of America signs a proclamation each year designating 'Constitution Week' in order to reaffirm the ideals the Framers of the Constitution had in 1787.

On a local level, Proclamation No. 19-10 is proposed in recognition and acknowledgement of National Constitution Week, and proclaims September 17-23, 2020 as “Constitution Week” in Georgetown County.

This effort is aimed at:

- Emphasizing citizen's responsibilities for protecting and defending the Constitution.
- Informing people that the Constitution is the basis for American's great heritage and the foundation for our way of life.
- Encouraging the study of historical events which led to the framing of the Constitution in September 1787.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Proclamation No. 20-17.
2. Do not adopt Proclamation No. 20-17.

STAFF RECOMMENDATIONS:

Recommendation for adoption of Proclamation No. 20-17 proclaiming the week of September 17–23, 2020 as “Constitution Week” in Georgetown County.

ATTORNEY REVIEW:**ATTACHMENTS:**

Description	Type
□ Proclamation No 20-17 Constitution Week	Resolution Letter

Proclamation

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

Whereas, the Constitution of the United States of America, signed on September 17, 1787, enshrined a foundation of justice, equality, dignity, and fairness for all; and became the cornerstone of the world’s oldest constitutional democracy; and

Whereas, September 17, 2020, marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is the privilege and duty of the American people to commemorate the anniversary of this magnificent document, which is the guardian and protector of our liberties and freedoms; and

Whereas, Public Law 915 guarantees the issuance of a proclamation each year by the President of the United States of America designating September 17 through 23, as “Constitution Week”;

Now, Therefore, Be it Proclaimed, Georgetown County Council does hereby proclaim the week of September 17 – 23, 2020, as

Constitution Week

In Georgetown County, and does hereby ask our citizens to reaffirm the ideals held by the Framers of the Constitution by vigilantly protecting the freedoms and privileges it guarantees to us, and in remembering that lost rights may never be regained.

So Shall it Be, in a meeting duly assembled this 25th Day of August, in the year of our Lord two thousand and twenty.

John W. Thomas, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 9.b
Meeting Date: 8/25/2020
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Resolution No. 20-18 - Supporting an application to the Grand Strand Area Transportation Study (GSATS) for funding of Phase 2 of the Inlet to Intracoastal Multipurpose Path, including portions along Old Kings River Road.

CURRENT STATUS:

An application to GSATS for funding of Phase 2 of the multipurpose path in Murrells Inlet is pending.

POINTS TO CONSIDER:

1. Murrells Inlet 2020 (MI2020) has developed a plan for multipurpose paths in the Murrells Inlet area. Phase 1 of the project has been completed. Phase 2 of this project encompasses a multipurpose path along the entire length of Wachesaw Road from the Inlet to the Intracoastal Waterway and along portions of Old Kings River Road.
2. Funds have become available to GSATS for bike paths, including multipurpose paths due to a previously approved project from another jurisdiction becoming unfeasible.
3. In order to potentially achieve funding from GSATS, a timely application must be submitted.

FINANCIAL IMPACT:

Any match for GSATS funding will be provided by other financial sources from MI2020.

OPTIONS:

STAFF RECOMMENDATIONS:

Staff recommends approval of the resolution.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Resolution No 20-18 Supporting GSATS Funding Application for MI Multipurpose Path	Resolution Letter
▣ Map	Cover Memo

RESOLUTION NO. 20-18

STATE OF SOUTH CAROLINA)	To Determine That An Application Should Be Submitted To GSATS For A Multipurpose Path In Murrells Inlet
)	
COUNTY OF GEORGETOWN)	

Whereas, Georgetown County South Carolina recognizes the many benefits created by multipurpose paths, including enhanced health, quality of life, and economic benefits; and

Whereas, the County has actively participated in the planning, design and construction of multipurpose paths in the past; and

Whereas, the Grand Strand Area Transportation Study (GSATS) provides funding for certain multipurpose paths; and

Whereas, Murrells Inlet 2020 (MI2020) has developed a plan for multipurpose paths in the Murrells Inlet area and has completed construction of Phase 1 and is prepared to pursue Phase 2.

NOW, THEREFORE, BE IT RESOLVED, that Georgetown County Council supports and approves the submittal of an application to GSATS for funding of Phase 2, Inlet to Intracoastal Multipurpose Path, along Old Kings Highway and the entire length of Wachesaw Road from the Inlet to the Intracoastal Waterway.

APPROVED THIS TWENTY FIFTH, 25th, DAY OF AUGUST, 2020.

**GEORGETOWN COUNTY COUNCIL
GEORGETOWN COUNTY, SOUTH CAROLINA**

John Thomas, Chairman, District 1

Ron Charlton, District 2

Everette Carolina, District 3

Lillie Jean Johnson, District 4

Raymond L. Newton, District 5

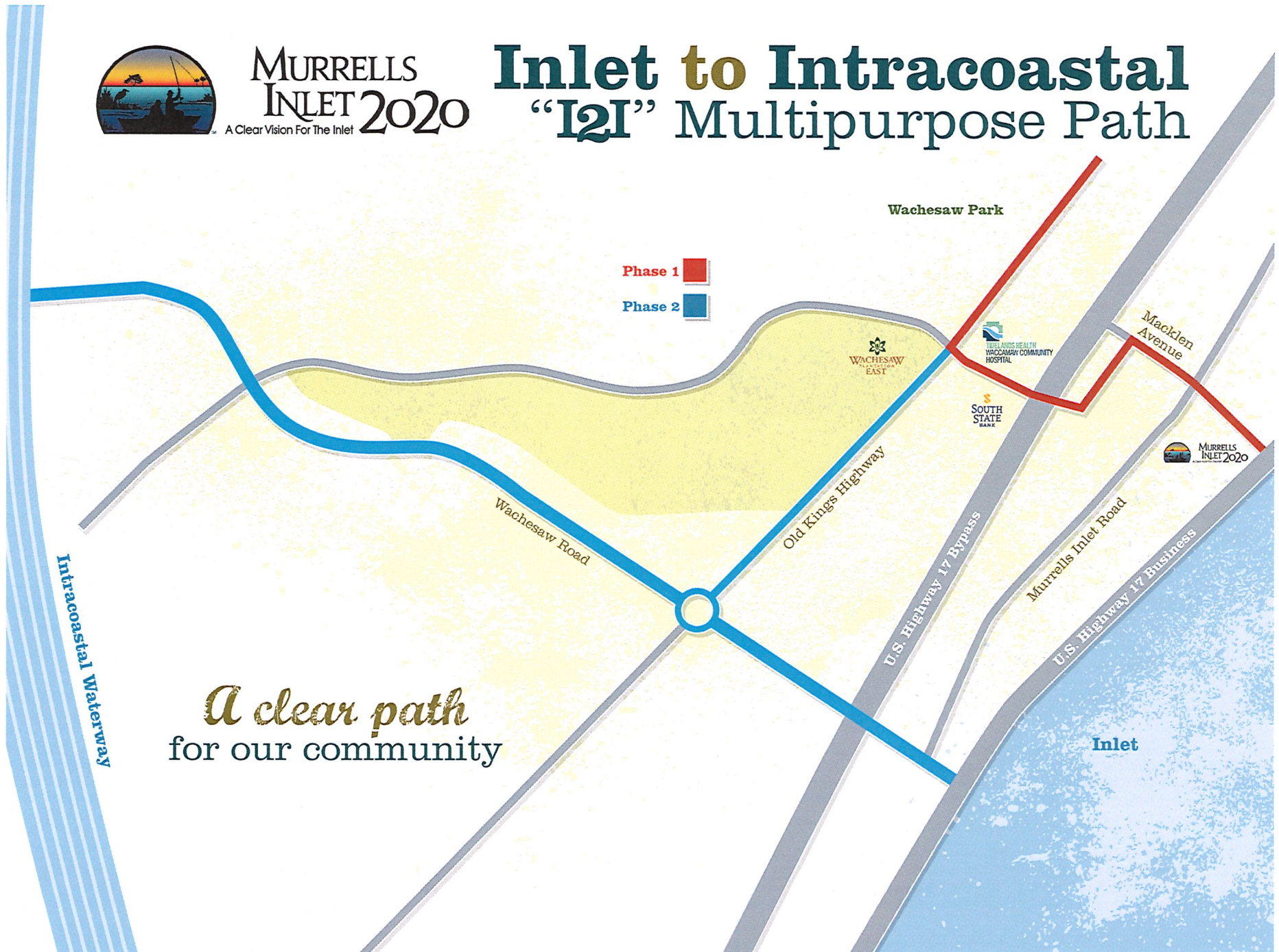
Steve Goggans, District 6

Louis R. Morant, District 7



MURRELLS
INLET 2020
A Clear Vision For The Inlet

Inlet to Intracoastal “I2I” Multipurpose Path



Item Number: 9.c
Meeting Date: 8/25/2020
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDERCONSIDERATION:

Proclamation No. 20-19 - In Recognition of Juneteenth Independence Day

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

Slavery, and the end of slavery, is part of the history and heritage of the United States. Currently, forty-five (45) states, including South Carolina, and the District of Columbia have designated Juneteenth Independence Day as a special day of observance in recognition of the emancipation of all slaves in the United States.

Georgetown County Council supports the continued nationwide celebration of Juneteenth to provide an opportunity for the people of the United States to learn more about the past and better understand the experiences that have shaped our Nation.

Proclamation No. 20-19 proclaims Georgetown County Council's support of State legislation to designate June 19th as a statewide holiday in South Carolina, rather than a special day, recognizing the historical significance of "Juneteenth" and in acknowledgement of the African American history in our State of South Carolina.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Proclamation No. 20-19 in Recognition of Juneteenth Independence Day.
2. Do not adopt Proclamation No. 20-19.

STAFF RECOMMENDATIONS:

Adopt Proclamation No. 20-19 in Recognition of Juneteenth Independence Day.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution No 20-19 Juneteenth Independence Day	Resolution Letter

Proclamation No. 20-19

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

)
)
)

**In Recognition of
Juneteenth Independence Day**

WHEREAS, *our country is made up of people from every nation, who are declared equal not only in freedom, but also in justice, both of which are essential for a healthy human civilization; and*

WHEREAS, *our nation was born on July 4th, 1776 with the signing of the Declaration of Independence, a document that delineated all men had certain “unalienable rights”, among these “Life, Liberty, and the pursuit of Happiness”; and*

WHEREAS, *in 1863, President Abraham Lincoln signed the Emancipation Proclamation freeing slaves in Confederate states, however, it was almost 2 ½ years later, following the end of the Civil War on June 19, 1865 that the last remaining enslaved African Americans were told of their freedom; and*

WHEREAS, *slavery, and the end of slavery, are both a part of the history and heritage of the United States; and*

WHEREAS, *currently forty-five (45) states, including South Carolina, and the District of Columbia have designated Juneteenth Independence Day as a special day of observance in recognition of the emancipation of all slaves in the United States; and*

WHEREAS, *Georgetown County Council supports the continued nationwide celebration of Juneteenth to provide an opportunity for the people of the United States to learn more about the past and better understand the experiences that have shaped our Nation;*

SO SHALL IT BE PROCLAIMED *that Georgetown County Council does hereby proclaim support of State legislation to designate June 19th as a statewide holiday in South Carolina, rather than a special day of observance, fully recognizing the historical significance of Juneteenth and in acknowledgement of the African American history in our State of South Carolina.*

Adopted in a meeting duly assembled, this 25nd Day of August, 2020.

John W. Thomas, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk
Georgetown County Council

Item Number: 10.a
Meeting Date: 8/25/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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

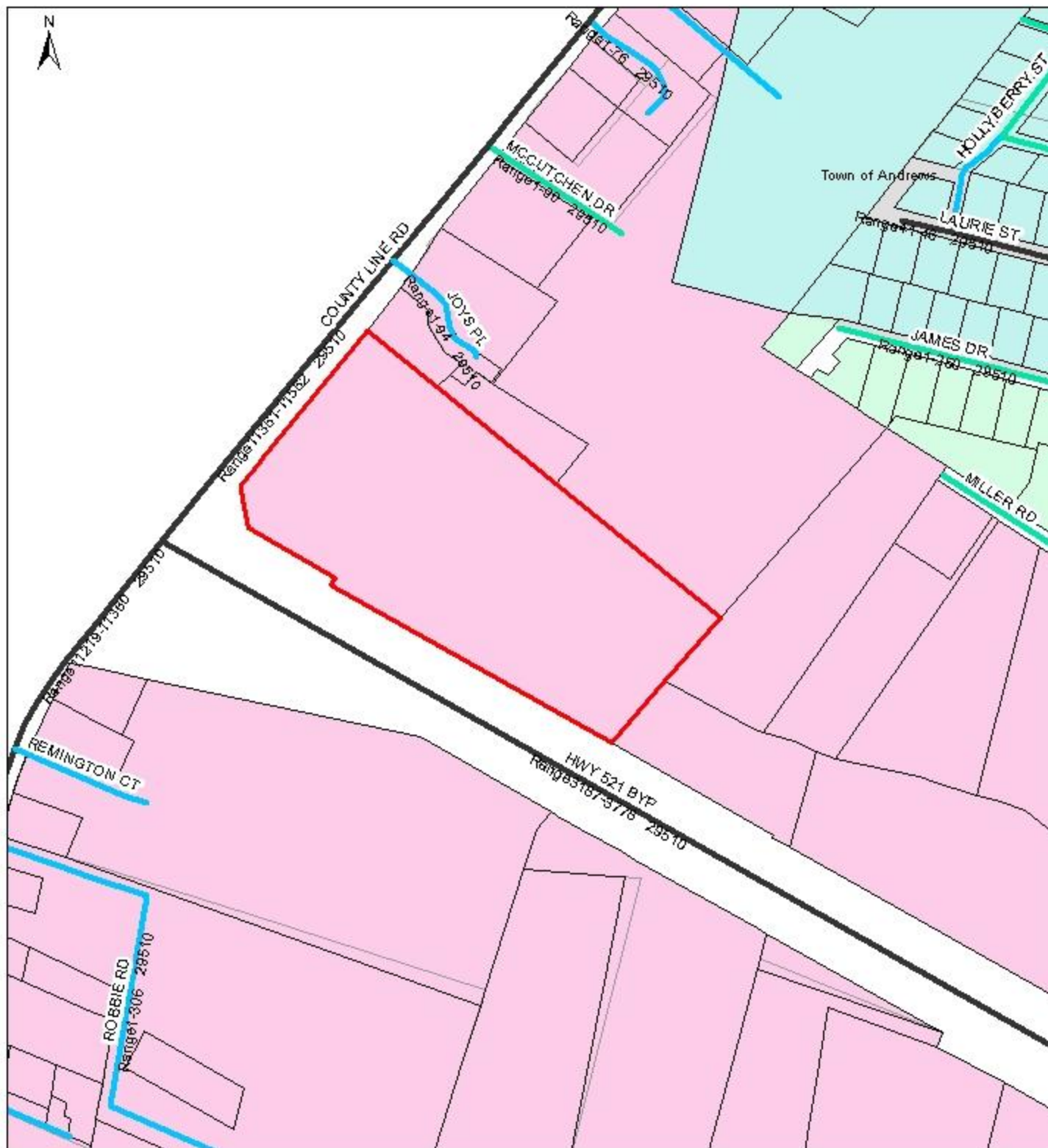
This Ordinance, No. 20-28, has been reviewed by me and is hereby approved as to form and legality.

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: 10.b
Meeting Date: 8/25/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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.
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
Chairman, Georgetown County Council

(SEAL)

ATTEST:

Theresa Floyd
Clerk to Council

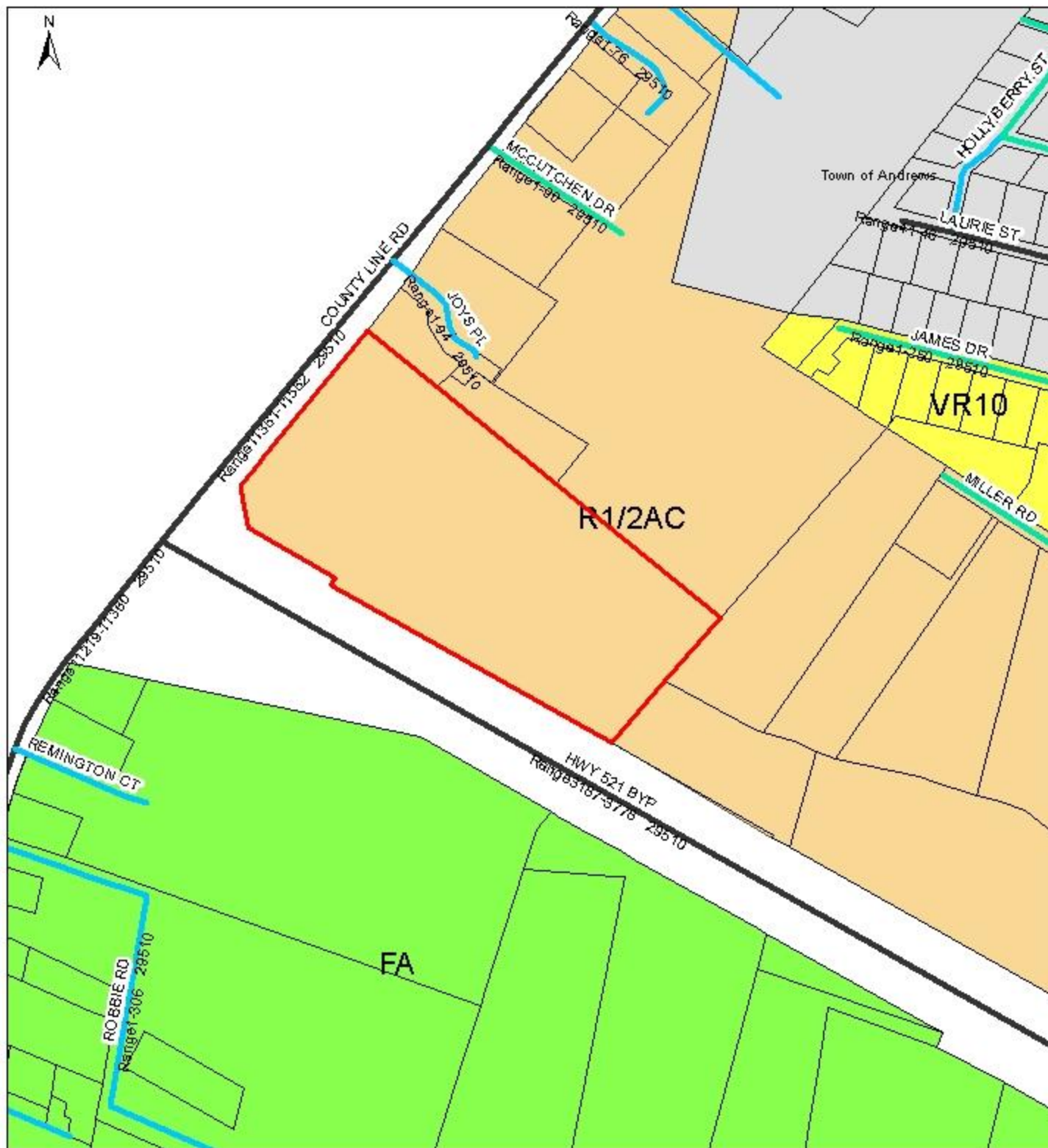
This Ordinance, No. 20-29, has been reviewed by me and is hereby approved as to form and legality.

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

R1

R1/2AC

R10

R1AC

R2

R214AC

R3

R3

RC

RG

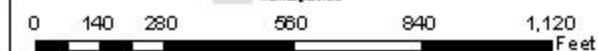
RR

R5

RVC

VR10

Municipalities



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

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

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Beal Family, LLC

□ Lot Lines

— Railroads

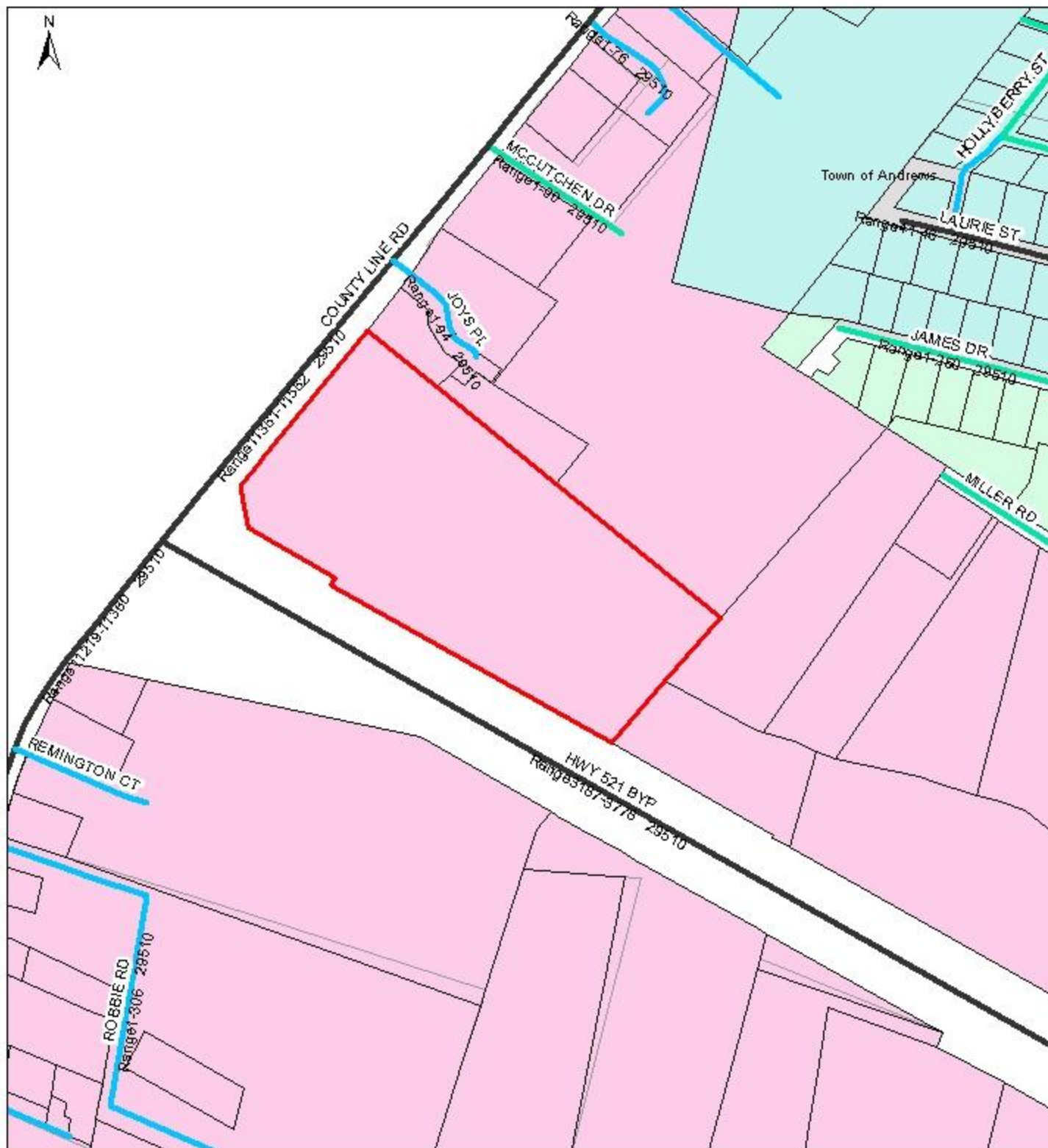
◆ Landmarks

■ 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

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 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: 10.c
Meeting Date: 8/25/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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

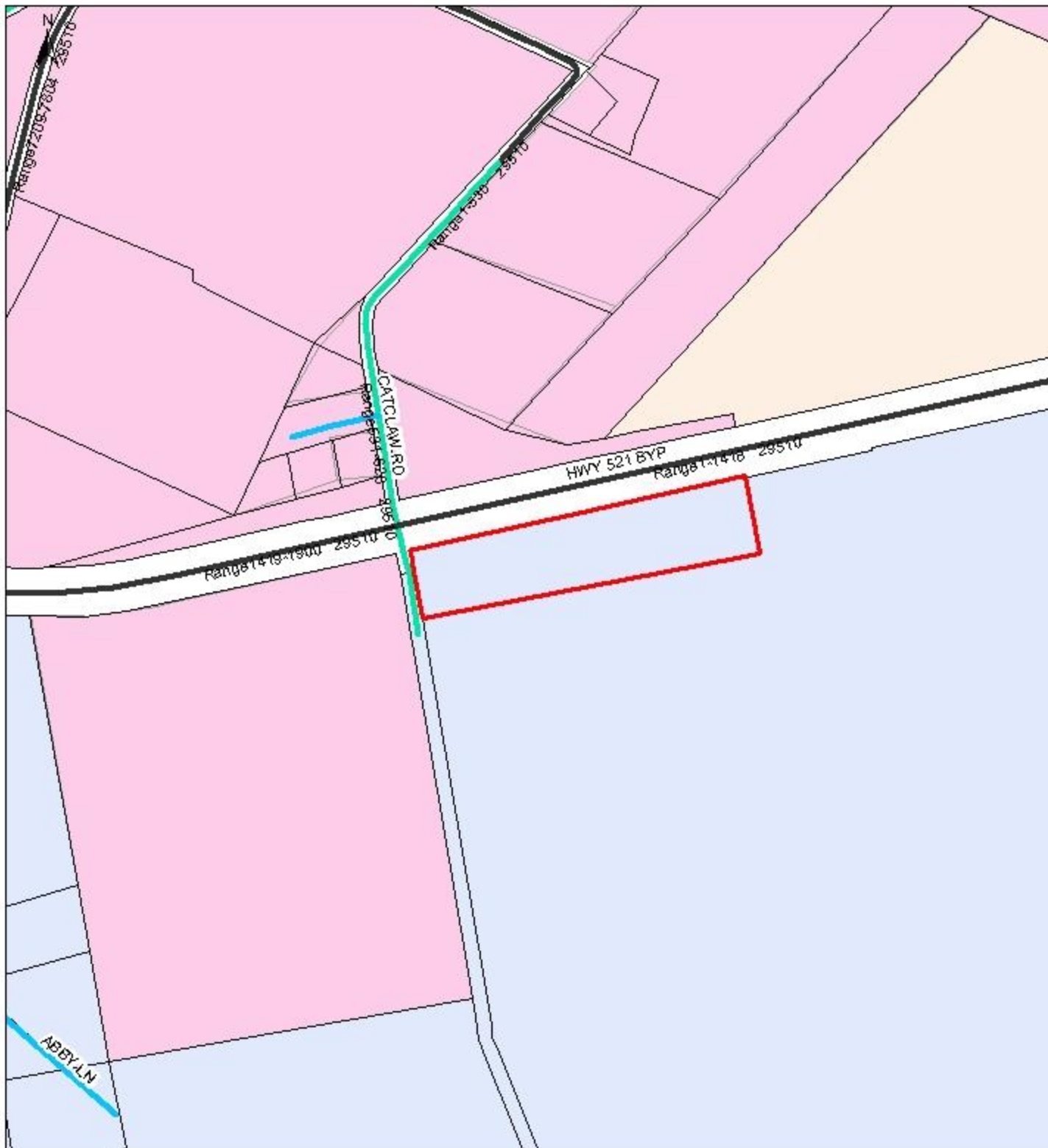
TOWN OF PI

TRANSITIONAL

Municipalities

0 225 450 900 1,350 1,800
Feet

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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: 10.d
Meeting Date: 8/25/2020
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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.

This map shows a section of land with several distinct areas and roads. The top left corner features a north arrow and the label 'MR 10'. A road labeled 'DEAD END RD' runs diagonally from the top left, with 'Range 1-686 29510' written along it. Another road, 'TEN ACRE RD', runs vertically on the left side, with 'Range 1-208-780 29510' written along it. A large green area is labeled 'FA'. To the right of this green area is a tan-colored area labeled 'R1/2AC'. A road labeled 'CATCLAW RD' runs diagonally from the top right towards the center, with 'Range 1-550 29510' written along it. A road labeled 'OLIVE ST' runs vertically on the right side. A large blue area is labeled 'HI'. A road labeled 'HWY 521 BYP' runs horizontally across the middle, with 'Range 1-1418 29510' written along it. A road labeled 'ABBY LN' runs diagonally from the bottom left, with 'Range 1-480 29510' written along it. A red rectangular box highlights a specific area on the map, located near the intersection of Highway 521 and Highway 1418.

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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

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PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

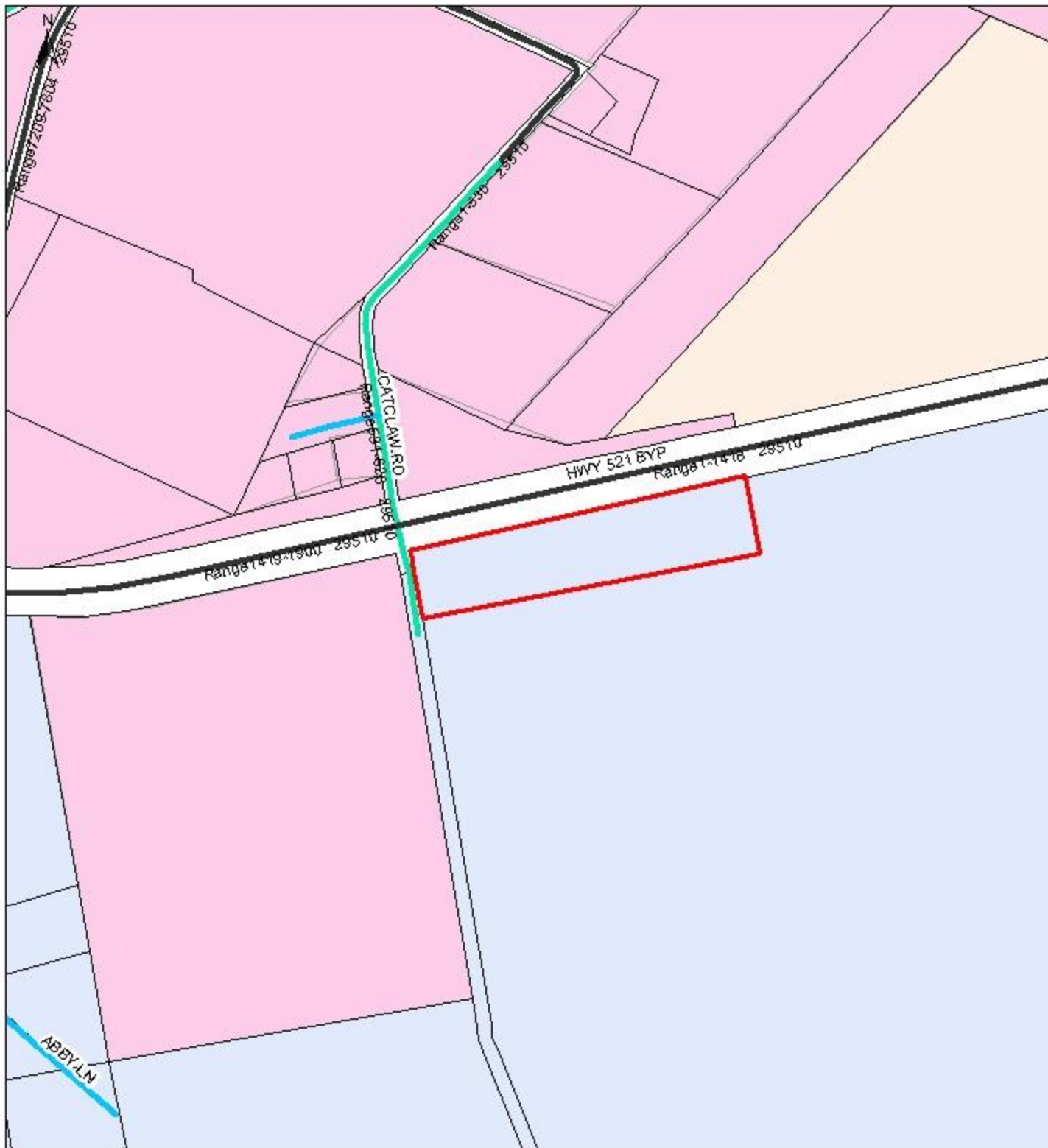
TOWN OF PI

TRANSITIONAL

Municipalities

0 225 450 900 1,350 1,800
Feet

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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

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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: 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: Pawley 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.

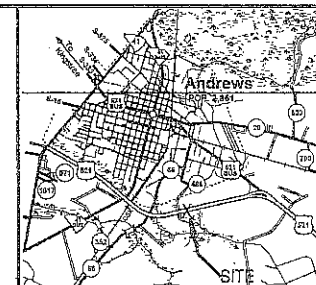
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE 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

- ⊙ IFF IRON PIPE FOUND
- ⊙ IFS IRON PIPE SET
- ⊙ IF IRON FOUND
- ⊙ IS IRON SET
- ⊙ POWER POLE
- ⊙ CALCULATED POINT
- ⊙ WITNESS TREE
- ⊙ GEODETIC BENCH MARK
- ⊙ CMO CONCRETE MONUMENT
- ⊙/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

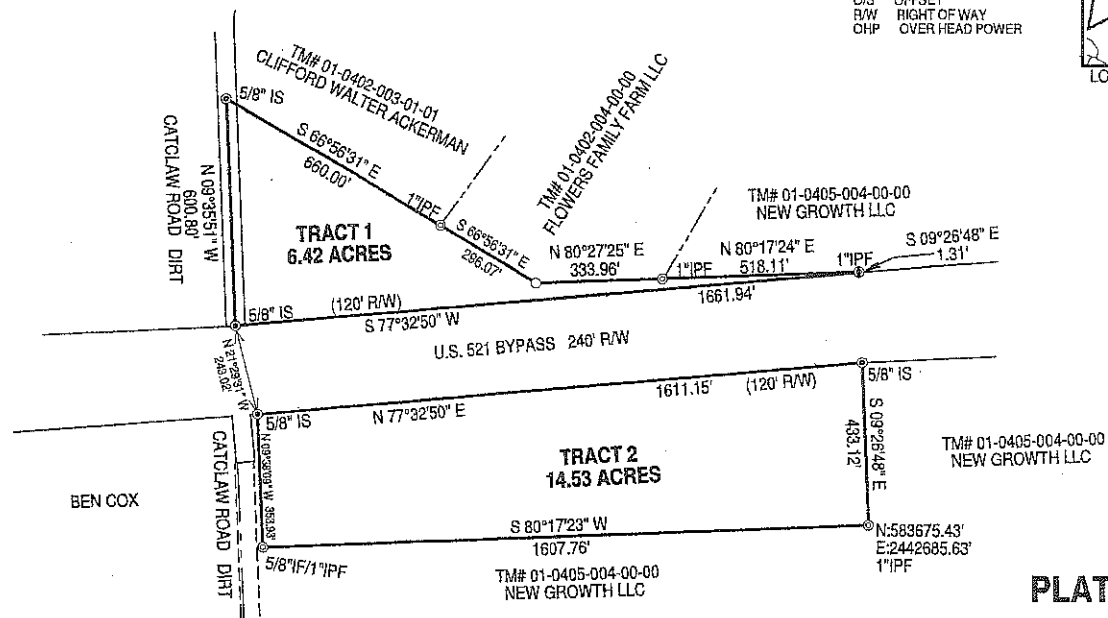
SETBACK LINES (FA)
FRONT - 50'
SIDES - 20'
REAR - 30'

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

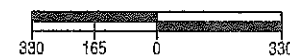
TRACT 1: AMANDA COHEN

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.a

Meeting Date: 8/25/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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

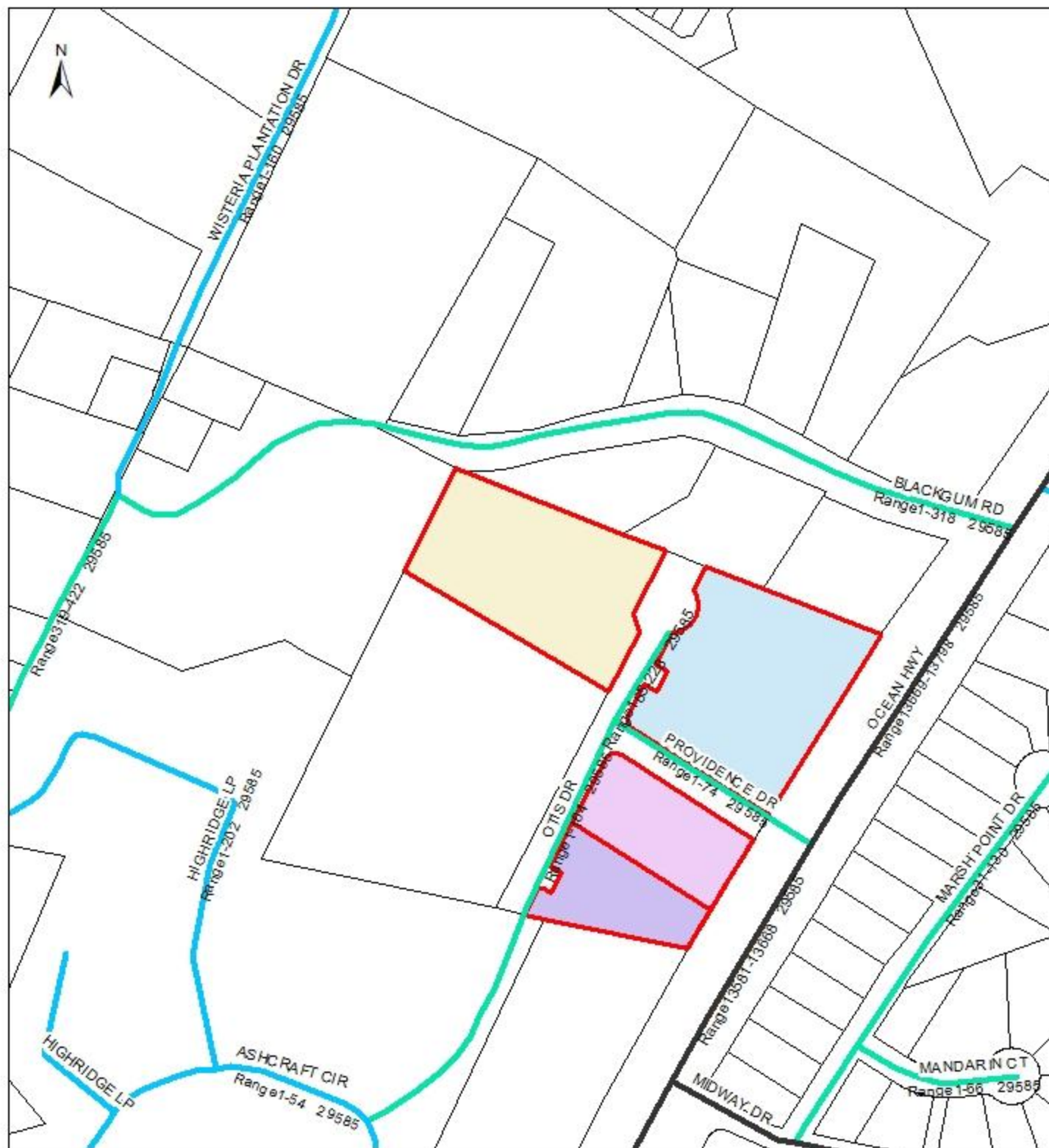
Railroads

Landmarks

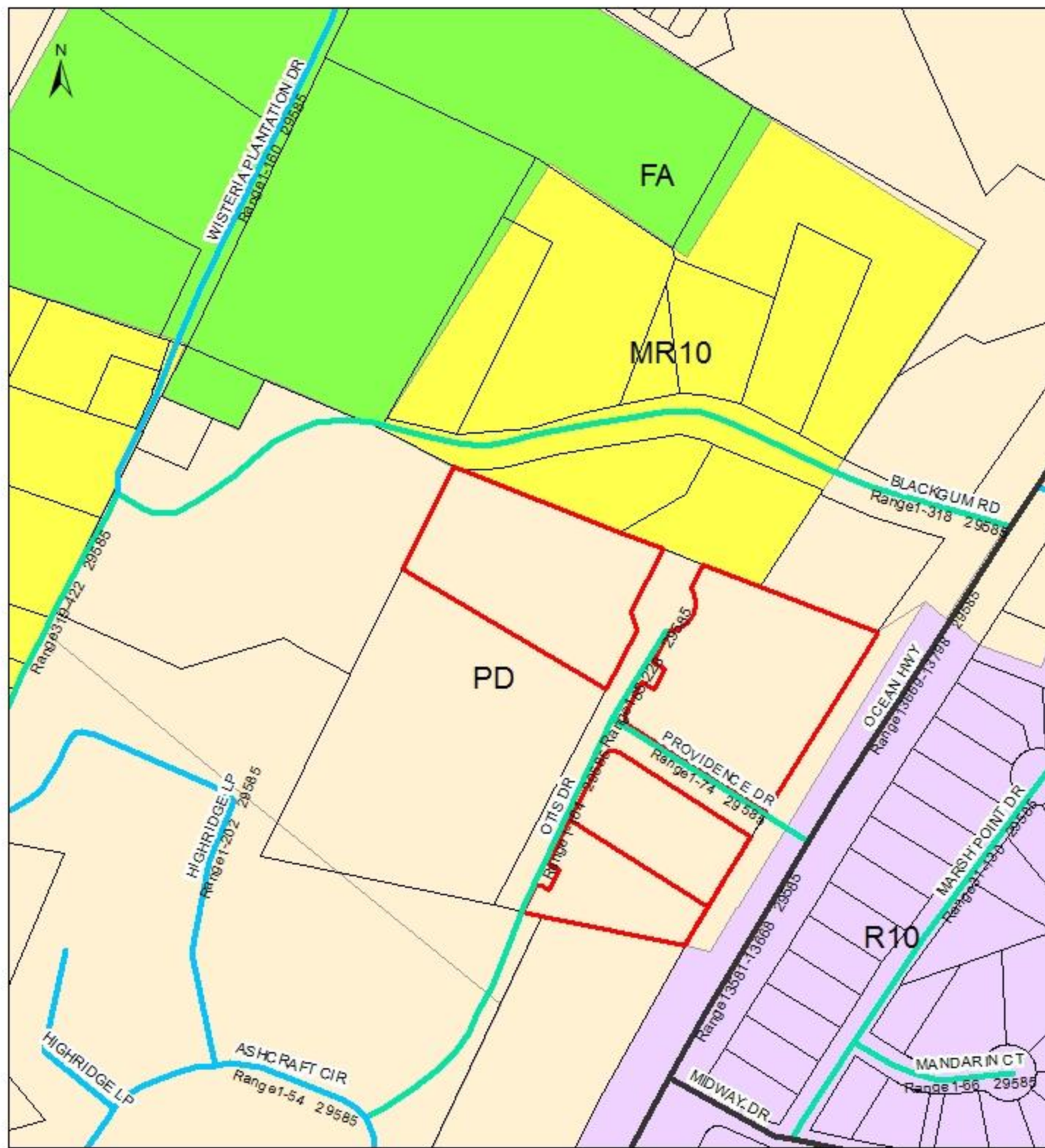
Municipalities

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

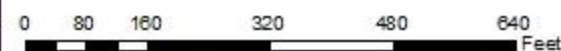
R16

R17

R18

R19

Municipalities



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 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: ^①04-0414-005-00-00; ^②04-0414-005-02-00;
^③04-0414-005-05-00 ^④04-0414-005-06-00
Street Address: Providence Drive, Otis Drive
City / State / Zip Code: Pawleys Island, SC 29585
Lot Dimensions/ Lot Area: ^①2.49 ac +/-; ^②1.0 +/-; ^③1.0 +/-; ^④2.2 +/-
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: H/A

Address: 16 Otis Dr.

City/ State/ Zip Code: Pawleys Island SC 29585

Telephone/Fax Numbers: 843-235-8278

E-mail: bbailey@hacode.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 & Ilka 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.

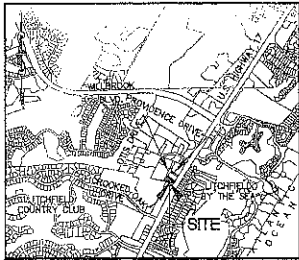
Dan noted that 75% of the votes would have to approve the POA termination and it could be done in a few weeks, that Planning Commission and County Council votes would be necessary, but if 100% of the owners are in favor that should not be a problem. The sign could be an issue because of the perpetual 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
- RCP REINFORCED CONCRETE PIPE
- CPP 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 DRAPES 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, CONSTRUCTION STABILIZATION MEASURES MUST 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 PRACTICABLE, OR AS REASONABLY POSSIBLE AND BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE.
4. PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE ACQUIRED, 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 AND THE GENERATION OF DUST. THE CONTRACTOR SHALL ONLY REMOVE MUD/DOGS FROM PAVEMENT, AS MAY BE REQUIRED.
7. RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE, AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY DRAINS 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 SEDIMENT-LADEN 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 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 SHALL ANY WETLAND AREAS BE UTILIZED FOR SEDIMENTATION BASINS.

SEDIMENTATION AND EROSION CONTROL CONSTRUCTION SEQUENCE NOTE:

IN ORDER TO MINIMIZE THE IMPACT OF SEDIMENTATION AND EROSION, THE CONTRACTOR SHALL OBSERVE THE FOLLOWING SEQUENCE OF CONSTRUCTION OPERATIONS:
 A. CLEARING AND GRUBBING DURING THE BEGINNING OF THE PROJECT.
 B. MAINTAIN EXISTING VEGETATIVE 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 FENCING CONTROLS.
 E. ROAD GRADING.
 F. COMPLETION OF THE SITE GRADING.
 G. GRAVITY UTILITY INSTALLATION (SEWERS 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

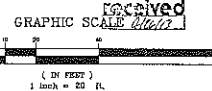
1. THE SITE IS LOCATED ON PANEL 450085 0245 D OF THE FLOOD INSURANCE RATE MAP OF GEORGETOWN COUNTY. REVISED DATE: MARCH 16, 1984.
2. SITE CONTRACTOR IS RESPONSIBLE FOR VERIFYING BENCH MARK.
3. CONTRACTOR WILL COMPLY WITH GEORGETOWN COUNTY TREE ORDINANCE.
4. DISTURBED AREAS TO BE RE-GRADED AS SOON AS POSSIBLE AFTER CONSTRUCTION.
5. CONTRACTOR TO INSTALL AREA DRAINS WITHIN PLANTING AREAS TO ALLOW SURFACE WATER TO FLOW TOWARD VEGETS AND 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-S-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.	0.25%
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-5 INV IN = 12.53 CPPP-3 INV OUT = 12.53
YD-4	EOP/GRATE/IN = 15.9 SUMP = 11.1 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-2 INV OUT = 14.91
YD-11	EOP/GRATE/IN = 16.8 SUMP = 14.8 CPPP-9 INV IN = 14.91 CPPP-10 INV OUT = 14.88

Structure Table	
Structure Name	Structure Details
CB-12	EOP/GRATE/IN = 16.2 HOPE-2 INV IN = 11.49 HOPE-1 INV OUT = 11.00
CB-13	EOP/GRATE/IN = 15.0 HOPE-3 INV IN = 12.01 HOPE-2 INV OUT = 12.00
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%



SUPPLEMENTAL DRAINAGE PLAN



HEALTH INFORMATION ASSOCIATES
NEW OFFICE BUILDING

PAWLEY'S ISLAND, SOUTH CAROLINA

GENERAL CONTRACTOR
FLATLY CONSTRUCTION
PALMER BLVD. 200M
A-1455550-1 F-1455550-1

CIVIL ENGINEER
GEORGETOWN TECHNICAL SERVICES, INC.
54 COLUMBIA LANE
NORTH CHARLESTON, SC 29405
P-1455550-1 F-1455550-1

STRUCTURAL ENGINEER
CEAS ENGINEERING, INC.
3000 10TH AVENUE, SUITE 200
N-1455550-1 F-1455550-1

SPE ENGINEER
CEAS ENGINEERING, INC.
3000 10TH AVENUE, SUITE 200
N-1455550-1 F-1455550-1

PERMIT ISSUE
15 APRIL 2008

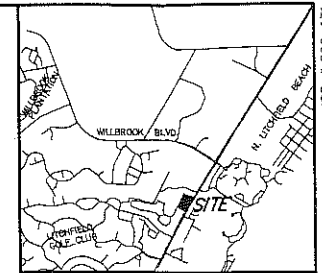
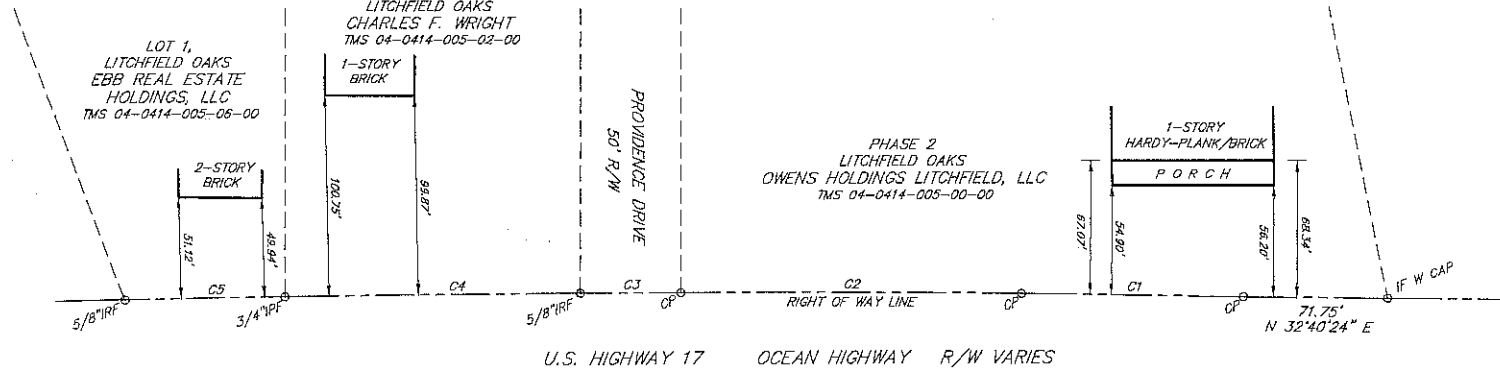
PROJECT
2008001

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



LOCATION MAP
N.T.S.

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:

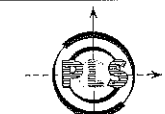
IRF=IRON REBAR FOUND
IRS=IRON REBAR SET
IPF=IRON PIPE FOUND
IF=IRON FOUND
CP=CALCULATED POINT-NOT FOUND OR SET

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., S.C. P.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: 11.b

Meeting Date: 8/25/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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

sheds, and roof decks/windows walls. 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
<input type="checkbox"/>	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: 11.c

Meeting Date: 8/25/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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
<input type="checkbox"/> Ordinance No 20-36 to amend the FLU map for Macklen Avenue	Ordinance

Attachment 7: Notes

- ▣ Russell FLU map
- ▣ Russell FLU resolution

Backup Material

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.

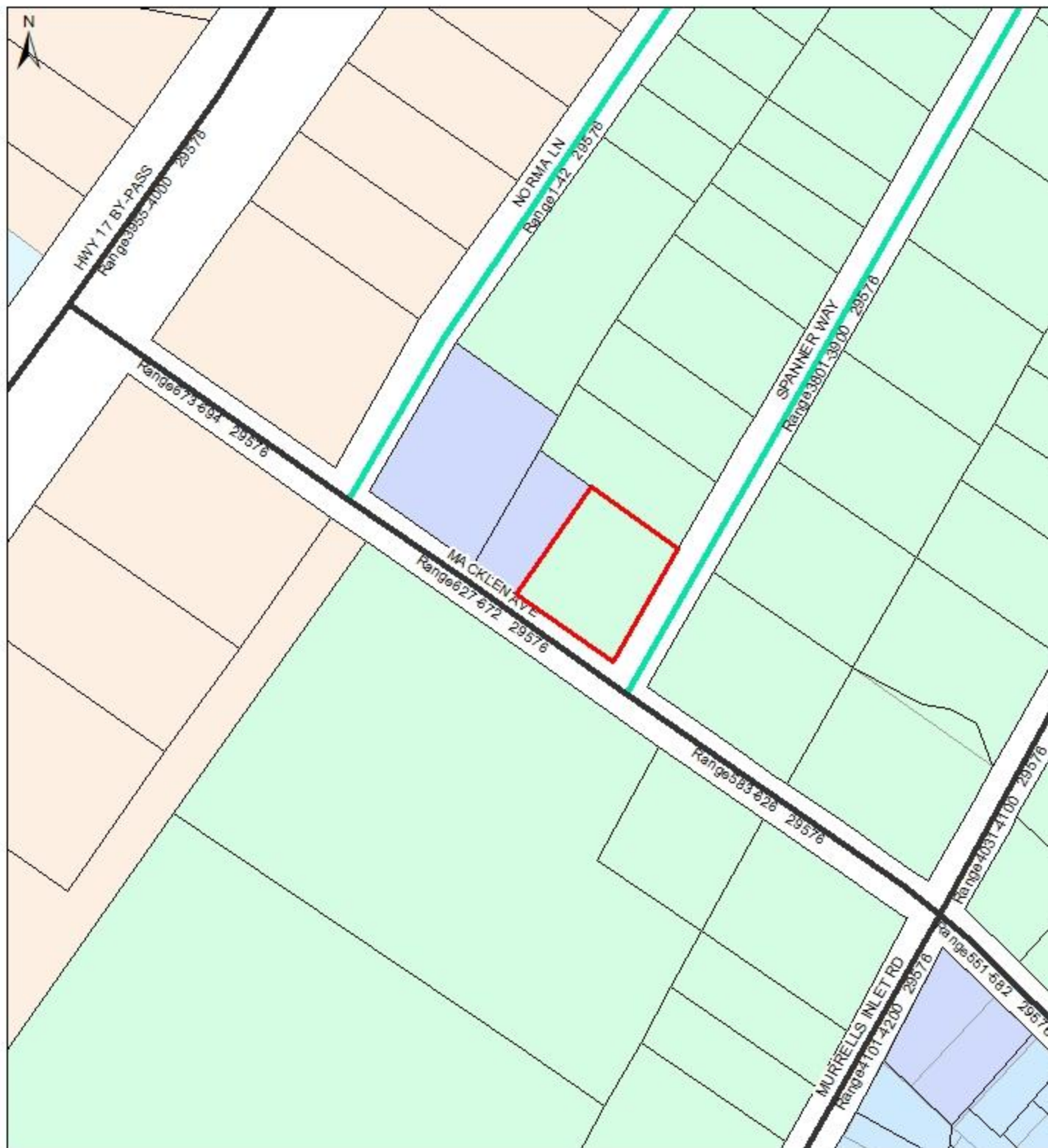
Wesley P. Bryant, JD
Georgetown County

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: 11.d

Meeting Date: 8/25/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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

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
<input type="checkbox"/> Ordinance No 20-37 Macklen Avenue Rezoning	Ordinance
<input type="checkbox"/> Russell Rezoning attachments	Exhibit
<input type="checkbox"/> Russell aerial map	Exhibit
<input type="checkbox"/> Russell FLU map	Exhibit
<input type="checkbox"/> Russell location map	Exhibit
<input type="checkbox"/> 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

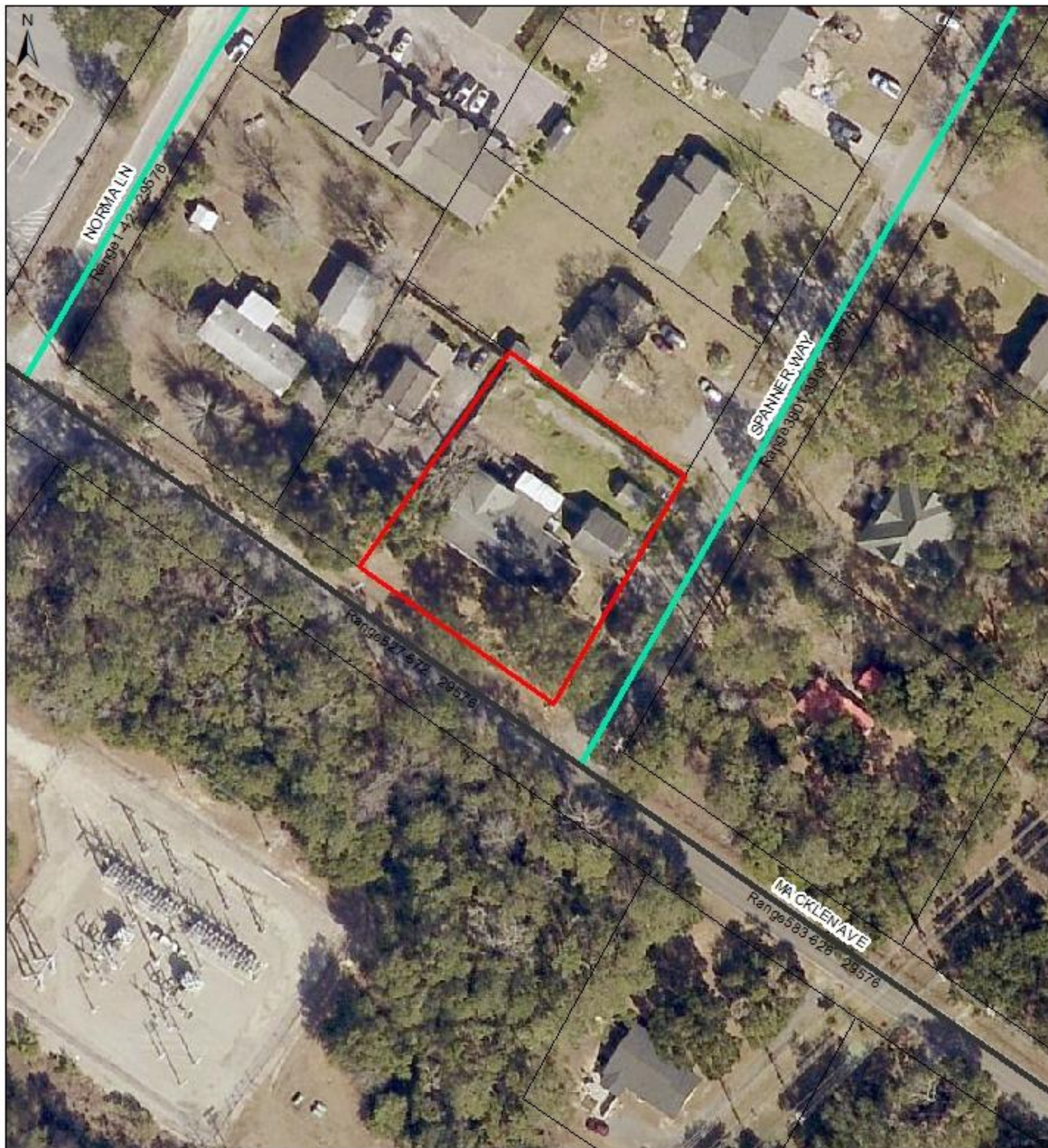
Green: Band_2

Blue: Band_3

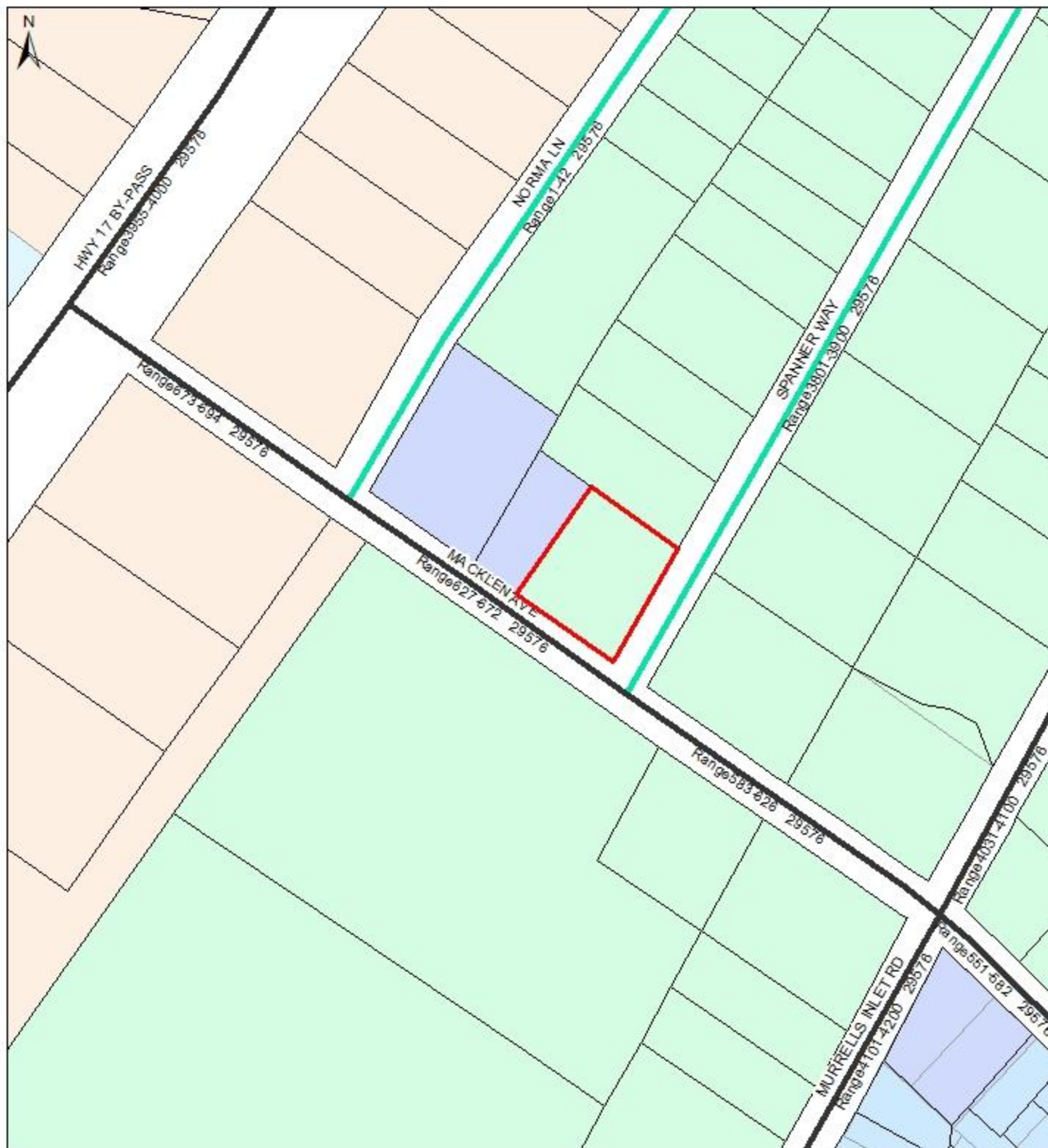
Municipalities

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

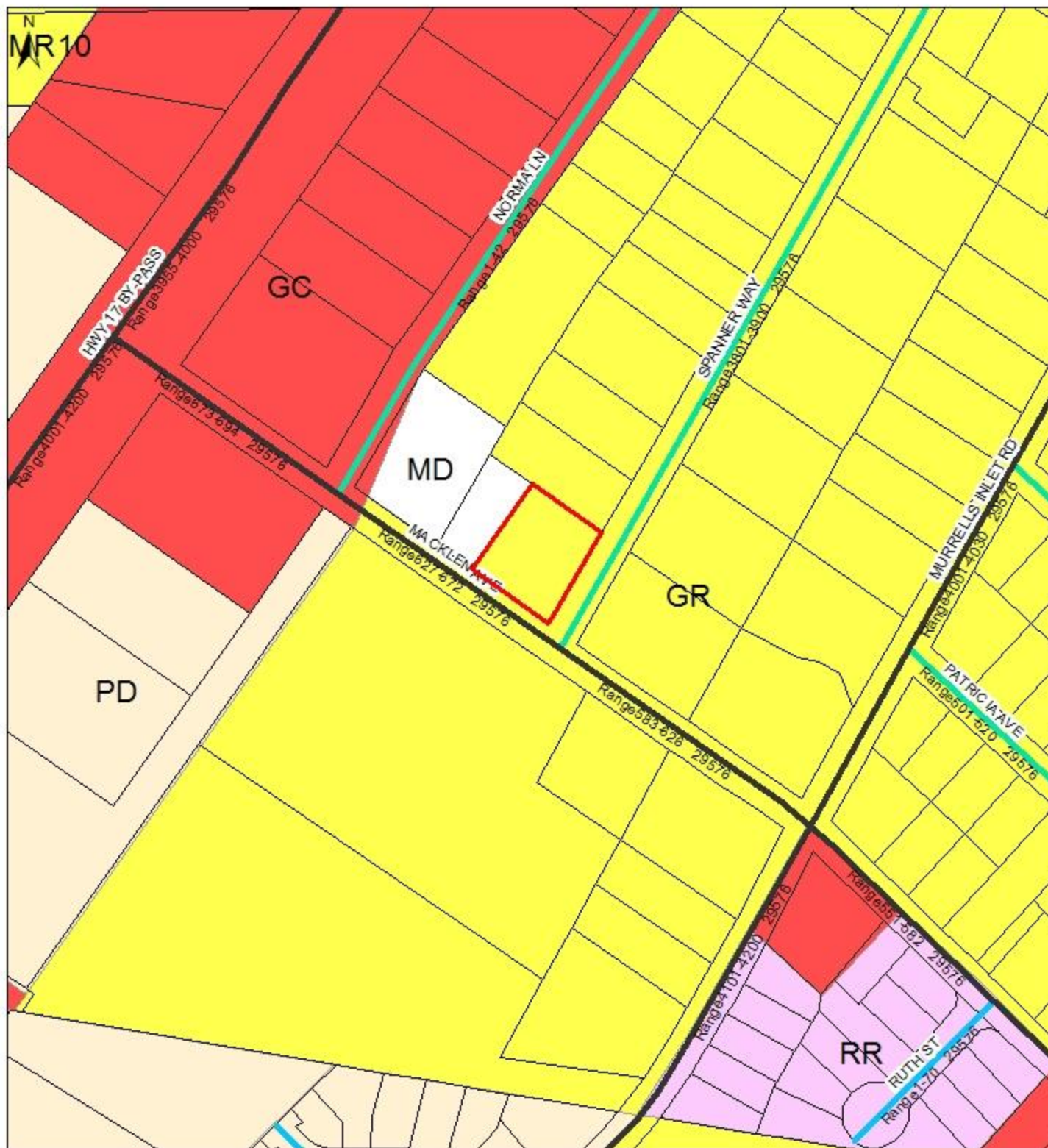
Municipalities



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

RI

RI/2A/C

RI/D

RI/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: 11.e

Meeting Date: 8/25/2020

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDERCONSIDERATION:

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:

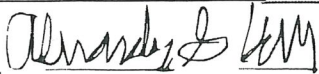
Name: Alexander Hall, The Tiencken Law Firm, LLC

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.

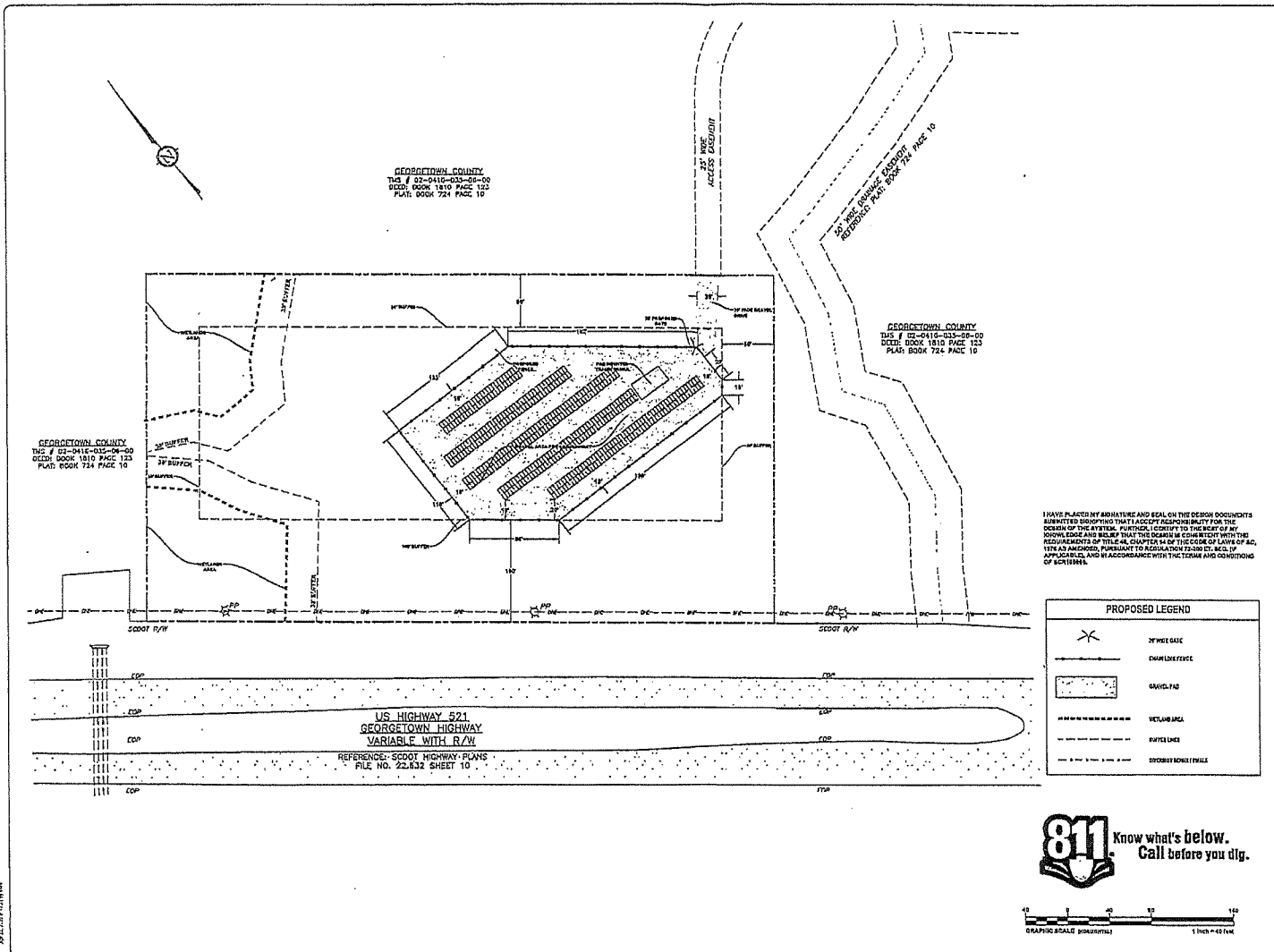
It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

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.



REVISIONS:			
NO.	DATE	DESCRIPTION	BY
1	07/09	ISSUED FOR CONSTRUCTION	CS

SEAL

CORPORATE SEAL

LAND PLANNING ASSOCIATES
REGISTERED PROFESSIONAL ENGINEERS

LAND PLANNING ASSOCIATES, INC.
110 WEST 1ST AVENUE - SUITE A
COLUMBIA, SC 29201
803.799.1234 FAX 803.799.1234
#1000219-04-04

COOPERATIVE
SANTER ELECTRIC COOPERATIVE
COMMUNITY SOLAR #2
ANDREWS, SC 29510

PROPERTY INFORMATION:
TAX MAP HIGHLIGHT OF THE 4.6316434343
REFERENCE D.B. & P.C. 008 1010 PAGE 03
PD 101 PAGE 10

ADDITIONAL INFO:

ISSUE FOR CONSTRUCTION:
PERMIT DATE:
SD DATE:

DRAWN BY: JTH
DESIGN BY: JTH
CHECKED BY: JTH
DATE: 12/10/10
SCALE: 1" = 40' 1011
JOB NUMBER: 10204

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

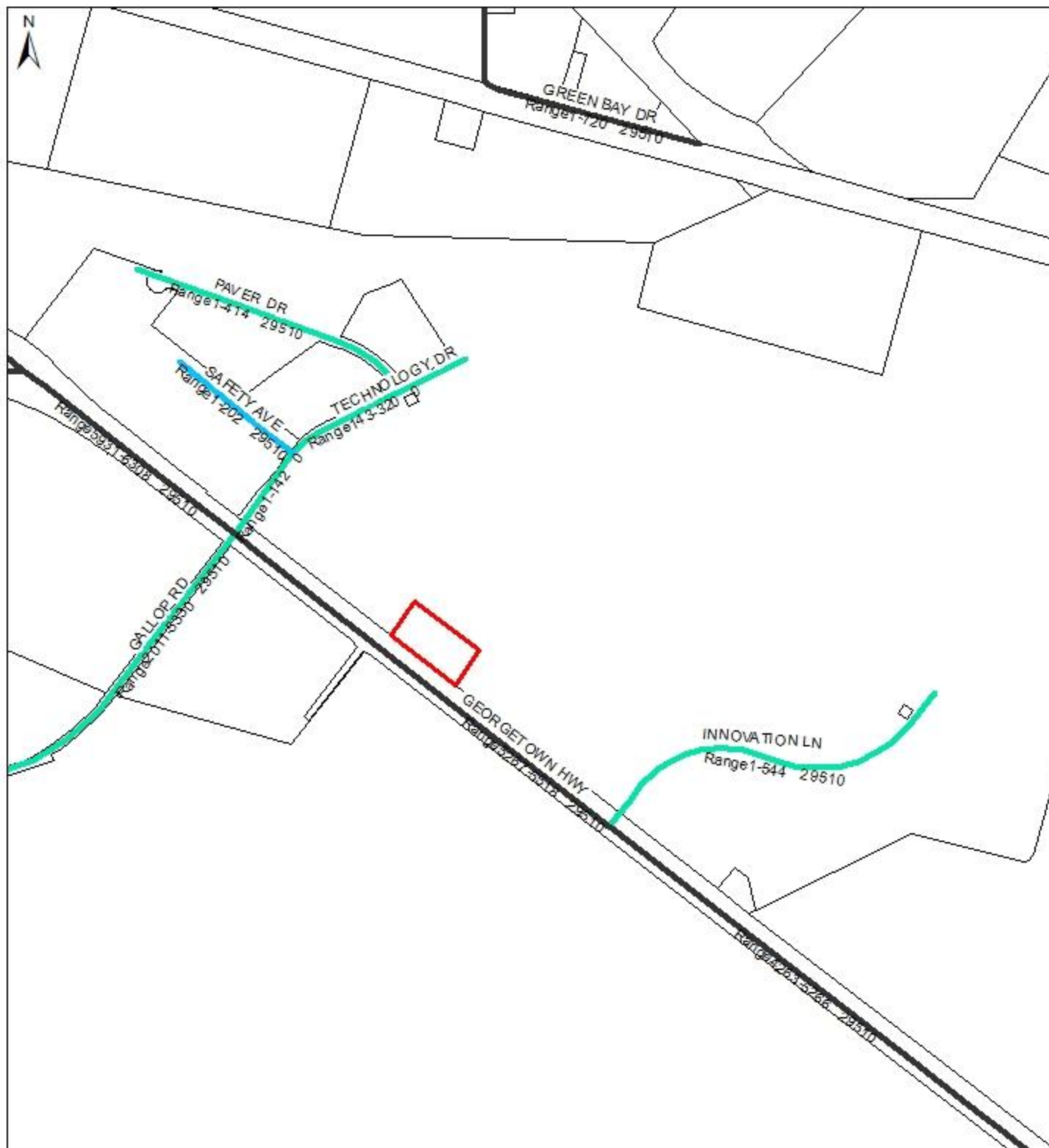
▭ Lot Lines

◆ Landmarks

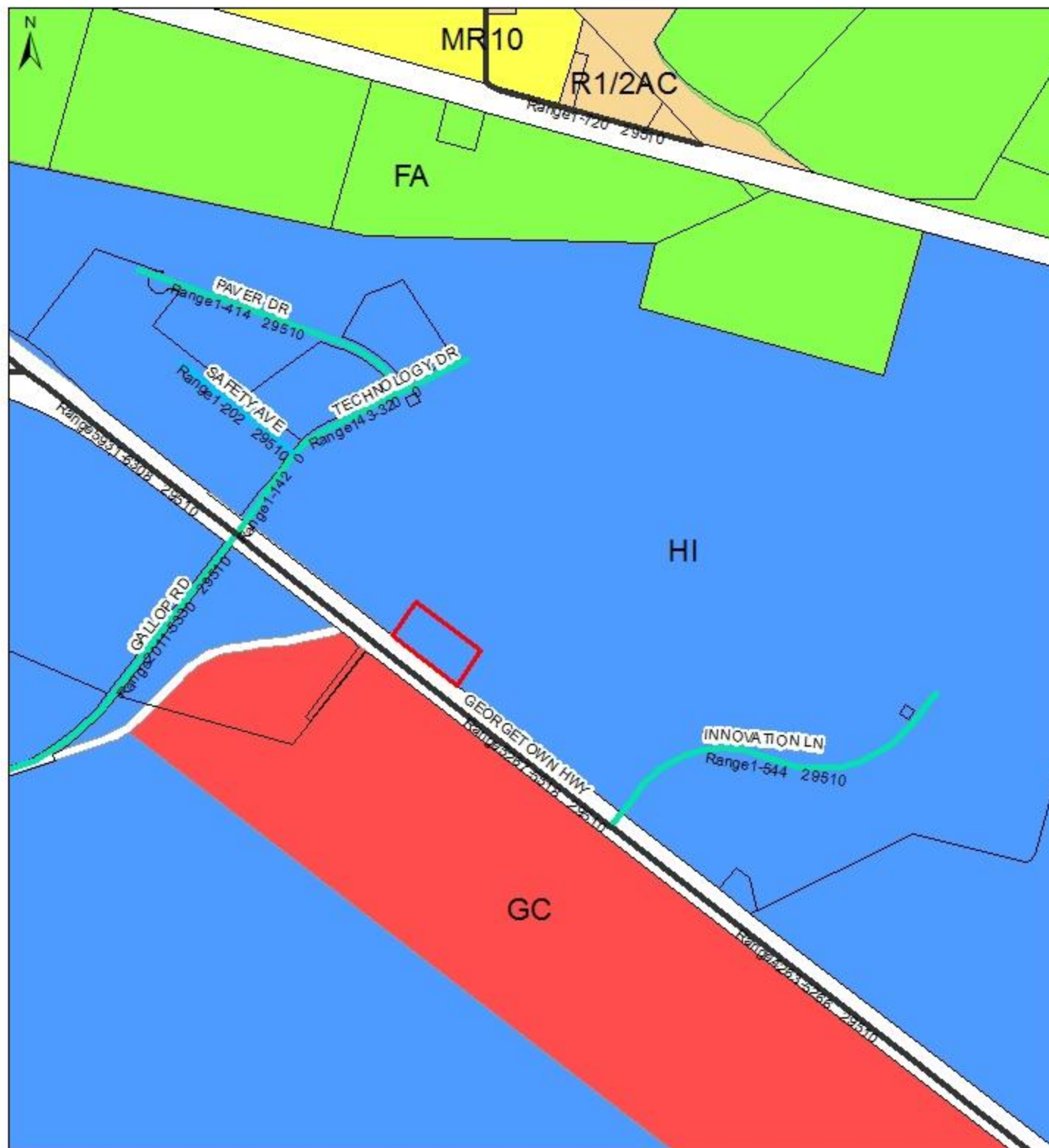
▭ Municipalities

0 350 700 1,400 2,100 2,800
Feet

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 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

MRP

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: 11.f
Meeting Date: 8/25/2020
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDERCONSIDERATION:

Ordinance No. 20-39 - 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. The properties being identified as follows:

- (1) Certain real estate, a paper right of way located adjacent to Running Water Drive near Wachesaw Road in Murrells Inlet, being approximately 50 ft. wide and adjacent to TMS #41-0107A- 020-00-00, and
- (2) A parcel of approximately 16 acres, located adjacent to Pond Road in Murrells Inlet, and further identified as TMS #41-0402- 023-00-00

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.

FINANCIAL IMPACT:

OPTIONS:

1. Adoption of Ordinance No. 20-39.
2. Deny adoption of Ordinance No. 20-39.

STAFF RECOMMENDATIONS:

Adoption of Ordinance No. 20-39.

ATTORNEY REVIEW:

ATTACHMENTS:

	Description	Type
▣	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

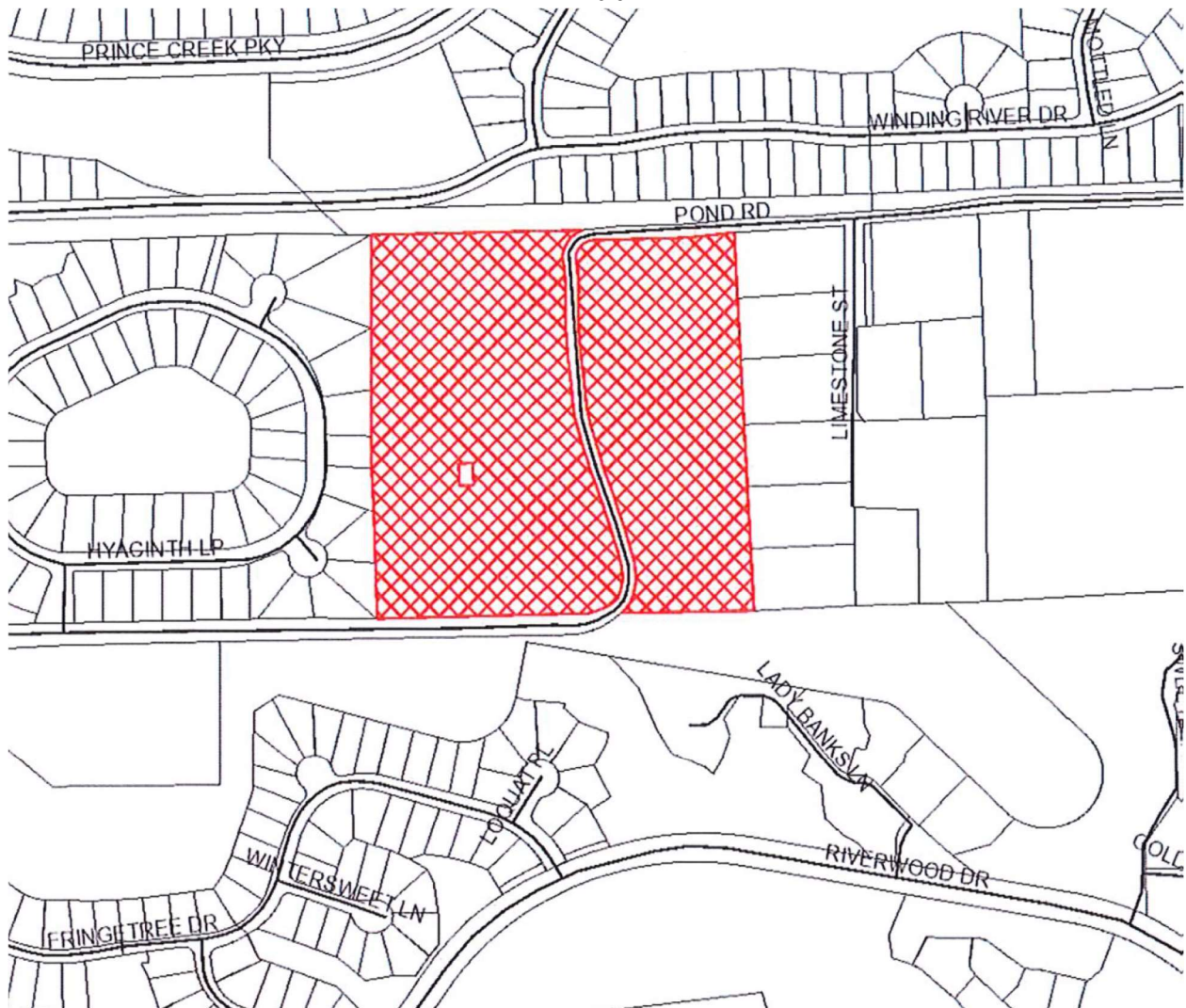
Second Reading: _____, 2020

Third Reading: _____, 2020

EXHIBIT A



Exhibit B



Item Number: 15.a
Meeting Date: 8/25/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Information

ISSUE UNDERCONSIDERATION:

Recognition of Georgetown County Employee of the Quarter for the second quarter of 2020.

CURRENT STATUS:

Randy Akers, a community specialist with the Georgetown County Parks and Recreation Department, has been named Employee of the Quarter. He has been employed with the county for four years.

POINTS TO CONSIDER:

When Georgetown County reopened its offices and facilities following COVID-19 closures, it was with an altered way of doing things for many departments. One of the most significant changes was that public meetings – including those of County Council, the Planning Commission and other important government bodies – moved from County Council Chambers to Howard Auditorium. This change of venue better allowed for social distancing, protecting the health and safety of county officials, staff and members of the public. But it also came with some serious challenges. The auditorium didn't have Internet or a lot of the audio equipment needed to properly host this type of meeting. There was also demand from the public to begin livestreaming meetings, as many individuals were not ready yet to return to crowded spaces and had gotten used to being able to watch meetings online during the months when all meetings were conducted virtually.

Randy was asked to take on the effort of making the auditorium ready to host public meetings and setting up a way to livestream those meetings for the public. He was given a very short time frame, but was able to make it happen, despite multiple challenges including unreliable Internet connectivity. In addition to managing the county's adult sports leagues, Randy generally handles technology for the Parks and Recreation Department, but this task went beyond his normal job description.

He selected and installed most of the required equipment, and controls all of it with great attention to detail during these meetings. Not only did he achieve the goal of functionality he was tasked with, but he set a high bar for professionalism, ensuring the county's meetings and livestreams had an impressive look from the very first virtual meeting to the more recent in-person meetings.

Each week, he has continued to improve on the livestream without being asked. He has gone well above the task that was set for him in an effort to ensure the county, staff and council look professional and reflect well in the public eye. This is something he has invested significant time and energy into, and it is unlikely these tasks would have been achieved at this level without him and his attention to detail and high standards.

Randy was also given the task of recording and producing videos for the Virtual Recreation Series following the closure of recreation facilities in March. This series allowed Parks and Recreation

staff to continue public outreach during the closure, and the series continues today. Randy has produced more than 60 videos for the series.

Additionally, Randy serves as the county's Deputy Public Information Officer, assisting in putting out important information during disasters such as hurricanes, and he was recently appointed to serve on the county's Website redevelopment committee.

FINANCIAL IMPACT:

N/A

OPTIONS:

Provided for information only.

STAFF RECOMMENDATIONS:

N/A

ATTORNEY REVIEW:

No

Item Number: 15.b
Meeting Date: 8/25/2020
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Presentation - Brian Piascik, General Manager/CEO of Coast RTA

Item Number: 16.a
Meeting Date: 8/25/2020
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDERCONSIDERATION:

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 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.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Ordinance No. 19-25 .
2. Decline the adoption of Ordinance No. 19-25.
3. Defer action on Ordinance No. 19-25.

STAFF RECOMMENDATIONS:

Defer

ATTORNEY REVIEW:

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 19-25	Cover Memo

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: _____