

Council Members

District 1: John Thomas
District 2: Ron L. Charlton
District 3: Everett Carolina
District 4: Lillie Jean Johnson
District 5: Austin Beard, *Vice Chairman*
District 6: Steve Goggans
District 7: Johnny Morant, *Chairman*

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

July 25, 2017

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - June 27, 2017**
- 6. CONSENT AGENDA**
 - 6.a Ordinance No. 2017-15 - An amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulation dealing with streets and easements for Minor Subdivisions.**
 - 6.b Ordinance No. 2017-16 - An amendment to Article 4, Section 410 of the Georgetown County Zoning Ordinance as it relates to street frontage.**
 - 6.c Contract #12-088, Task Order 27 - Consolidated Solid Waste Engineering and Monitoring Services**
 - 6.d Procurement #17-040 REBID, Emergency Spill Response, IDIQ**
 - 6.e Procurement #17-053, John Deere 624K-II Loader**
 - 6.f Procurement #17-050, John Deere 670G Motor Grader**
 - 6.g Contract #13-010, Task Order 24 - Civil Engineering Services to Design Drainage Improvement Project for Petigru Drive - Commerce Drive - Tiller Drive**
 - 6.h Procurement #16-081, Grapple Boom Loader Truck for Solid Waste Collections-SECOND OCCURRENCE**

- 6.i Procurement #17-037, RFQ for Geotechnical Engineering and Construction Materials Testing Services, "As Needed
 - 6.j Cooperative Procurement #13-035, John Deere 310G-4x4 Extended Backhoe (CERP)
 - 6.k Procurement #17-074, John Deere 850K Crawler Dozer
 - 6.l Procurement #17-060, Replacement Beach Sand Fencing at Garden City Beach, Phase I
 - 6.m Bid #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment
- 7. PUBLIC HEARINGS
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS
 - 8.a Assessment Appeals Board
- 9. RESOLUTIONS / PROCLAMATIONS
 - 9.a Proclamation 2017-09 - Recognizing the 2017 Gullah/Geechee Nation International Music & Movement Festival, and associated festivities that will be launched the week of July 29th, 2017, in celebration of "Gullah/Geechee Nation Appreciation Week"
 - 9.b Resolution No. 2017-10 - To Express Georgetown County's Opposition To Seismic Testing and Offshore Drilling Activities
 - 9.c Proclamation No. 2017-11 - Recognizing Suzi Roberts, 2017 Miss South Carolina
- 10. THIRD READING OF ORDINANCES
- 11. SECOND READING OF ORDINANCES
- 12. FIRST READING OF ORDINANCES
 - 12.a Ordinance No. 2017-18 - To amend the Turkey Creek Planned Development (PD) to allow for 174 townhome units, 180 "in common" single family units and 179 "fee simple" parcels.
- 13. COUNCIL BRIEFING AND COMMITTEE REPORTS
- 14. BIDS
- 15. REPORTS TO COUNCIL
 - 15.a Site Plan Review - 34 Unit Multi-family Development (Marina Village) in Litchfield Plantation.
 - 15.b St. Frances Animal Center - FY17-18 Contractual Agreement
 - 15.c Capital Projects Sales Tax Update
- 16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES
- 17. LEGAL BRIEFING / EXECUTIVE SESSION
- 18. OPEN SESSION
- 19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 7/25/2017
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Regular Council Session - June 27, 2017

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
n/a

FINANCIAL IMPACT:
n/a

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

STAFF RECOMMENDATIONS:
Recommendation for approval of minutes as submitted.

ATTACHMENTS:

Description	Type
▣ DRAFT Minutes - 06/27/17	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, June 27, 2017, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

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

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

Chairman Johnny Morant called the meeting to order. An invocation was given by Councilmember Ron Charlton, and all joined in the pledge of allegiance. Councilman Steve Goggans was absent.

APPROVAL OF AGENDA:

Councilmember Ron Charlton moved for approval of the meeting agenda as published. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion on the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas
	Steve Goggans	

PUBLIC COMMENTS:

There were no public comments.

MINUTES:

Regular Council Session – May 23, 2017

Councilmember Ron Charlton moved for approval of the May 23, 2017 meeting minutes. Councilmember Everett Carolina seconded the motion. Chairman Johnny Morant called for discussion on the motion. No discussion followed.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

CONSENT AGENDA:

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

Bid #17-013, Maintenance of Athletic Fields, IDIQ - County Council approved award of a contract to S&R Turf and Irrigation Equipment, LLC of Gallivants Ferry, SC.

County Council approved a Change Order to Contract #16-099 with Coastal Asphalt LLC for construction of walking trail for Annie Village Park.

Volunteer Water Quality Monitoring Program – County Council approved an agreement with Coastal Carolina University to provide the Volunteer Water Quality Monitoring Program for 07/01/2017 through 06/30/2018, at a total cost of \$52,528.00.

Motorola Solutions® Maintenance and Support Agreement 923 (FY18) – County Council authorized execution of a Motorola Solutions® Maintenance and Support Agreement 923 in accordance with the agreed upon coverage, terms and fees necessary to continue uninterrupted coverage for FY17-18 at a cost to the County of \$99,522.00 plus the appropriate 7% sales tax.

Procurement #17-043, Contractor for Repair of Garden City Beach Groins – County Council awarded a contract to Greenwall Construction Service, Inc. of Myrtle Beach, SC for a lump sum project total of \$81,402.00.

Contract #13-010, Task Order 23: Civil Engineering Services for Drainage Improvements for Running Water Drive in Murrells Inlet, SC – County Council approved Task Order 23 with Stantec Consulting Services, Inc. in the amount of \$55,600.00 for Drainage Improvements to Running Water Drive in Murrells Inlet under the existing IDIQ Agreement for Professional Services.

County Council approved an Economic Development Grant Agreement and authorized acceptance of grant funding in the amount of \$100,000 (designated for development of a technology park) from the South Carolina Public Service Authority.

PUBLIC HEARINGS:

Ordinance No. 2017-14

A public hearing was held on Ordinance No. 2017-14, an amendment to the FY2017 Operating Budget of Georgetown County, SC. There were no public comments, and Chairman Morant closed the public hearing.

Ordinance No. 2017-15

County Council held a public hearing on Ordinance No. 2017-15, an Amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulations dealing with streets and easements for Minor Subdivisions. No individual came forward to speak for, or against, Ordinance No. 2017-15, and the Chairman closed the public hearing.

Ordinance No. 2017-17

A public hearing was held on Ordinance No. 2017-17, an Amendment to Ordinance No. 2016-24 to authorize the Lease of Hangars and Other Storage Facilities at the Georgetown County Airport (GGE) and Andrews (PHH) Airports. There were no public comments pertaining to Ordinance No. 2017-17 and the public hearing was closed.

APPOINTMENTS TO BOARDS AND COMMISSIONS:

Assessment Appeals Board

Councilmember John Thomas moved for the appointment of Mr. Edward Quillian to serve on the Assessment Appeals Board. Councilmember Austin Beard offered a second to the motion. Chairman Morant called for discussion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

Councilmember Ron Charlton moved to appoint Mr. Shawn Roper to the Assessment Appeals Board. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion following the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

Fire District 1 Board

Chairman Johnny Morant moved for the appointment of Mr. William L. Massie to the Fire District 1 Board (representing Council District 7). Councilmember Lillie Jean Johnson seconded the motion. Upon a call for discussion on the motion, there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

Parks & Recreation Commission

Councilmember Ron Charlton made a motion for the appointment of Mitch Thompkins to the Parks & Recreation Commission (representing Council District 2). Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

ORDINANCES-Third Reading

Ordinance No. 2017-10

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2017-10, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2017, and Ending June 30, 2018; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion on the motion. No discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

Ordinance No. 2017-14

Councilmember Austin Beard moved for third reading approval of Ordinance No. 2017-14, an Ordinance to Amend the FY2017 Operating Budget of Georgetown County, SC. Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion. and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

Ordinance No. 2017-17

Councilmember Ron Charlton moved for third reading approval of Ordinance No. 2017-17, an amendment to Ordinance No. 2016-24 to authorize the Lease of Hangars and Other Storage Facilities at the Georgetown County Airport (GGE) and Andrews (PHH) Airport. Councilmember Austin Beard seconded the motion. Chairman Morant called for discussion on the motion.

Councilman Ron Charlton moved to amend the ordinance to incorporate a revised lease rate schedule provided as of this meeting date. Councilmember Everett Carolina seconded the amendment. There was no further discussion.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

The vote on the main motion was as follows:

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

ORDINANCES-Second Reading:

Ordinance No. 2017-15

A motion was made by Councilmember Austin Beard for second reading approval of Ordinance No. 2017-15, an Amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulations dealing with streets and easements for Minor Subdivisions. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion.

Councilmember Austin Beard moved to amend Ordinance No. 2017-15 to incorporate revised language as proposed by planning staff. Councilmember Everett Carolina offered a second on the amended motion. No further discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

The vote on the main motion was as follows:

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

Councilmember Austin Beard moved to invoke pending ordinance doctrine in regards Ordinance No. 2017-15. Councilmember Lillie Jean Johnson seconded the motion. Chairman Morant called for discussion, and none occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

Ordinance No. 2017-16

Councilman Austin Beard moved for second reading approval of Ordinance No. 2017-16, an amendment to Article 4, Section 410 of the Georgetown County Zoning Ordinance as it relates to street frontage. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

ORDINANCES- First Reading:

No reports.

REPORTS TO COUNCIL:

Funding of Corporate Hangar Projects at Georgetown/Andrews Airports

Councilman Ron Charlton moved for approval of staff's recommendation to proceed with using available funding in the Debt Service Fund to pay for Georgetown Corporate Hangar and taxiway projects (three hangar projects), less \$325,000 that has already been applied from the Airport Improvement Fund. Councilmember Lillie Jean Johnson seconded the motion. Chairman Morant called for discussion. There was none.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

2017 Capital Improvements Plan Update

Councilmember Austin Beard moved for approval of the Comprehensive Capital Improvement Plan as proposed through year 2021. Councilman John Thomas seconded the motion. Upon a call for discussion from Chairman Morant, no discussion occurred.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

DEFERRED OR PREVIOUSLY SUSPENDED ISSUES:

Site Plan Review – 34 Unit Multi-family Development (Marina Village) in Litchfield Plantation (Deferred at request of the Engineering/Applicant)

EXECUTIVE SESSION:

A motion was made by Councilmember Ron Charlton, and seconded by Councilmember Everett Carolina, to move into Executive Session to discuss a contractual/property negotiation matter, a personnel matter, and a legal issue. Upon a call for discussion from the Chairman, there was no discussion on the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

OPEN SESSION:

As Open Session resumed, Chairman Morant stated that County Council had discussed three issues during Executive Session as previously disclosed: a contractual/property negotiation

matter, a personnel matter, and a legal issue. No votes were taken by County Council, nor were any decisions made during Executive Session. He called for further business to come before County Council.

Councilmember Austin Beard moved to authorize the County Administrator to enter into an Option and Purchase Agreement with Red Mountain Timber Company III LLC for a tract of property to be utilized by Georgetown County for the purpose of Economic Development. Councilmember John Thomas seconded the motion. There was no discussion on the motion.

In favor:	Austin Beard	Lillie Jean Johnson
	Everett Carolina	Johnny Morant
	Ron L. Charlton	John Thomas

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

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-15 - An amendment to Article 2, Section 3-10 and Article 4, Section 3-2B of the Georgetown County Land Development Regulation dealing with streets and easements for Minor Subdivisions.

POINTS TO CONSIDER:

1. The County Development Regulations and Zoning Ordinance require that a new lot front on a dedicated street right-of-way (ROW). Many other local governments allow a limited number of lots to obtain their access from an easement.
2. A dedicated street ROW is not part of any lot and is owned by the State, the County or a private entity.
3. An access easement is actually an area of a lot(s) that an owner allows others to utilize permanently for access to their property.
4. In the past, the County has received requests for access easement approval, usually associated with someone wanting to subdivide a rear portion of their large parcel into a second parcel. These requests are denied.
5. One important distinction is that setbacks are measured from the ROW for a dedicated road but would be measured from a property line not an easement boundary using an access easement.
6. Physically, access easements will likely look like a driveway although staff proposes the easement to be named and a street sign to be installed.
7. The area of an easement would remain with the lot(s) and be included in the minimum lot area.
8. Staff proposes limiting the number of parcels allowed to front on an access easement to three (3). The attached ordinance requires a minimum easement width of 25 feet.
9. Per fire regulations, each access easement would still be required to have an adequate turn-around for emergent vehicles if the easement exceeds 150' in length.
10. Staff recommended adoption of an ordinance regarding frontage for lots that front on easements as well as an amendment to the Land Development Regulations allowing up to three lots to front on a shared private driveway/easement.
11. The Planning Commission held a public hearing on this issue at their April meeting. One person spoke in favor of the proposed ordinance change. The Commission voted 5 to 0 to recommend approval for the proposed ordinance changes with the following conditions: a. removal of the words "The traveled portion of" in the second bolded paragraph of the land development regs ordinance and b. the addition of the following sentence to the land development regs ordinance "The applicable Fire Department maintains the right to require clearance of low hanging branches for vehicular access."
12. Ordinance No. 2017-15 was presented to Council for 2nd reading consideration on June 27, 2017, and proposed revisions were incorporated.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as amended at 2nd reading
2. Deny request
3. Defer action
4. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve Ordinance No. 2017-15 as previously amended by County Council.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2017-15 Amendment to Dev. Regs re Streets/Easements for Minor Subdivisions AS AMENDED FOR 6/27	Ordinance
▣ Planning Attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-15

AN ORDINANCE TO AMEND ARTICLE 2, SECTION 3-10 AND ARTICLE 4, SECTION 3-2B OF THE DEVELOPMENT REGULATIONS OF GEORGETOWN COUNTY, SOUTH CAROLINA DEALING WITH STREETS AND EASEMENTS FOR MINOR SUBDIVISIONS.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE 2, SECTION 3-10 OF THE DEVELOPMENT REGULATIONS BE AMENDED TO READ AS FOLLOWS:

3-10. Street within Minor Developments

All public and private streets in minor developments shall conform to the standards found in Article 4 of this Ordinance. **However**, private streets in minor developments, containing ten or fewer lots, ~~four to ten lots~~, which are to remain private, are not required to be paved. ~~However~~, Such streets shall be improved in accordance with standards enumerated in this Ordinance and shall be inspected by the Planning Staff.

The private right-of-way shall be improved with an all-weather driving surface capable of supporting emergency vehicles.

Said right-of-way shall be shown on the plat presented for recording and shall be certified by a registered land surveyor. The notation below shall be shown on the plat presented for recording.

“This private right-of-way shall be owned and maintained by the [property owner(s), HOA, POA or other designated entity]. Georgetown County shall not be responsible for the maintenance of or the improvements to the private right-of-way.”

Roadway inspection is not required for streets in minor developments of three or fewer lots ~~unless the roadway is intended to be dedicated to the county~~ **except for the purpose of assuring an all-weather driving surface is installed. Instead, the developer may utilize a shared private driveway/easement to access said parcels. Lots having frontage on an existing County or State roadway that can obtain an encroachment permit from Georgetown County or SCDOT shall not be counted as part of the maximum 3 lots that access the shared private driveway/easement. If an encroachment permit cannot be obtained, such lot shall be counted toward the maximum 3 lots permitted to access the shared private driveway/easement.**

The shared private driveway/easement shall be no less than 25 feet in width to ensure that adequate fire access is maintained. The traveled way shall be improved with an all-weather driving surface capable of supporting emergency vehicles. The

applicable Fire Department maintains the ability to require clearance of low-hanging branches for vehicular access. Utility location within the traveled portion of the easement shall be at the discretion of the applicable utility provider.

~~Except as provided for in Article 4,~~ **A shared private driveway/access easement shall serve a maximum of three lots. Subdivision of the parcel fronting along the shared private driveway/access easement beyond three lots shall require that the driveway be upgraded to the standards of a public or private street right-of-way. Shared private driveways/access easements are not eligible for dedication to the County unless improved to the standards of Article 4 of these regulations. All shared driveways/access easements must be named for 911 purposes per the requirements of Article 2, Section 5.**

Only one shared private driveway/easement per roadway frontage may be installed to provide access to proposed lots. A shared private driveway/access easement shall not originate from another shared private driveway/access easement. A shared private driveway/easement may receive access from a fifty (50) foot private right-of-way. If a parcel has multiple road frontages, one shared private driveway/access easement may be installed from each roadway. Each shared private driveway/access easement can serve a maximum of three lots.

Shared private driveways/access easements originating from different roadways may be connected to form a continuous road. If such a connection is proposed, the entire roadway shall be improved to the roadway improvement standards of Article 4 of these regulations. The costs of improving the roadway shall be that of the developer proposing the connection.

Such shared private driveway/easement shall be shown on the plat presented for recording and shall be certified by a registered land surveyor. The notation below shall be shown on the plat presented for recording.

“This shared private driveway/easement shall be owned by (property owners, HOA, POA or other designated private entity). Additionally, Georgetown County shall not be requested to, nor will, accept ownership or maintenance of this right-of-way.”

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE 4, SECTION 3-2B OF THE DEVELOPMENT REGULATIONS BE AMENDED TO READ AS FOLLOWS:

3-2. Lots

B. Each lot must front for a minimum of fifty (50) feet upon a street or **shared driveway/access easement as allowed in Article 2, Section 3-10**, except on cul-de-sacs radii in which case thirty (30) feet of frontage is required.

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

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-15, has been reviewed by me and is hereby approved as to
form and legality.

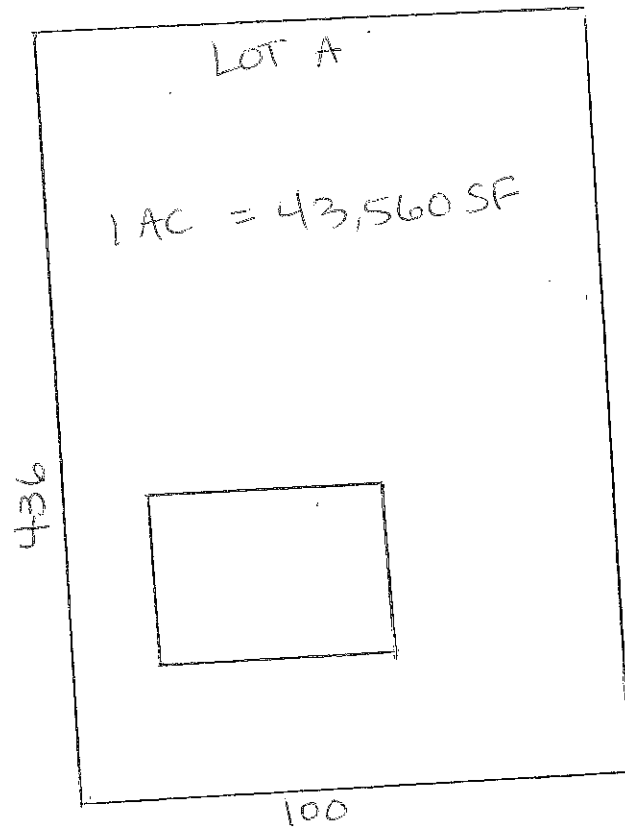
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

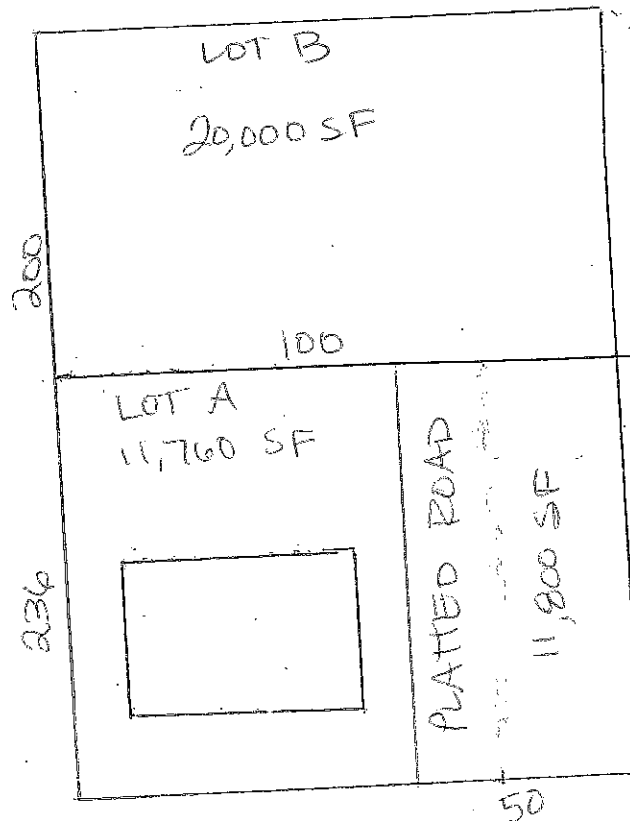
Third Reading: _____

1
ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

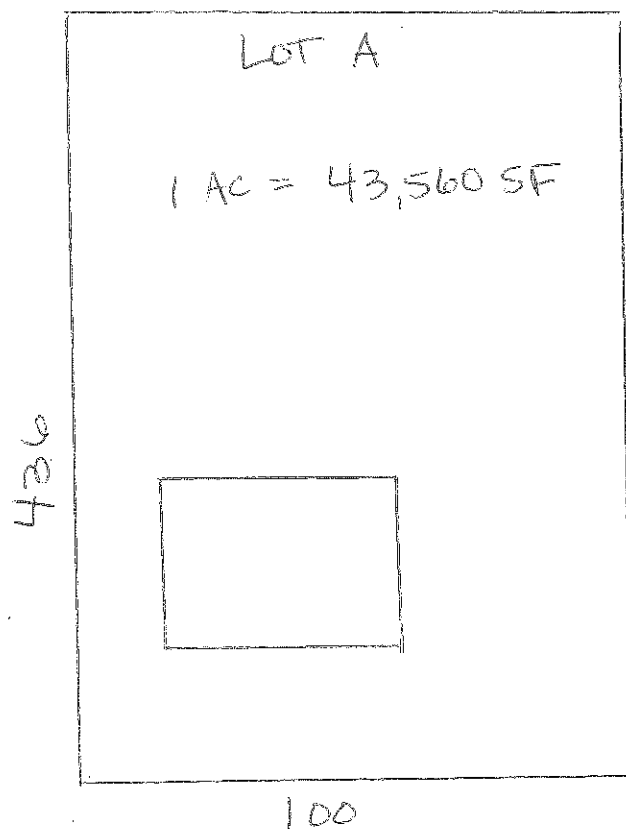
* UTILIZING A
50' PLATTED
RIGHT OF WAY



* NOT
APPROVABLE

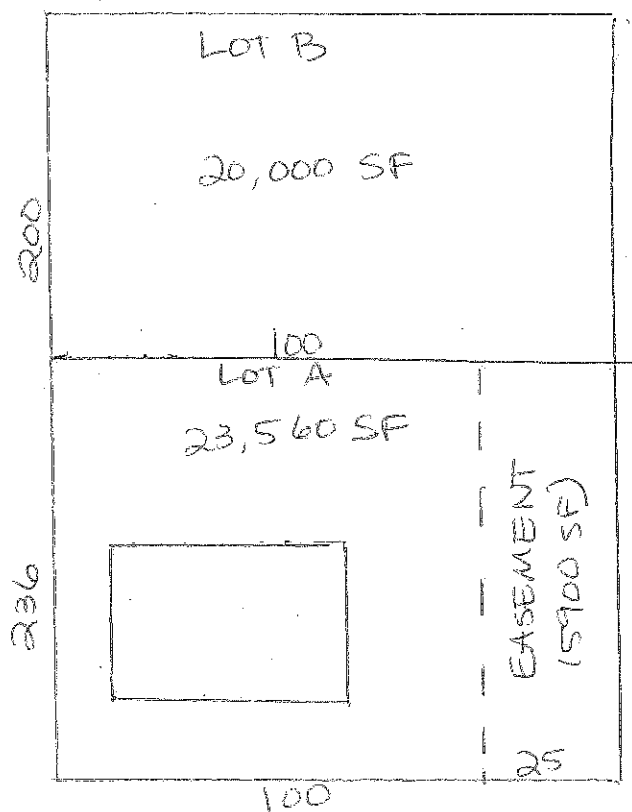
(NOT TO SCALE)

ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

*UTILIZING A
25' ACCESS
EASEMENT



(NOT TO SCALE)

HONEYSUCKLE LANE



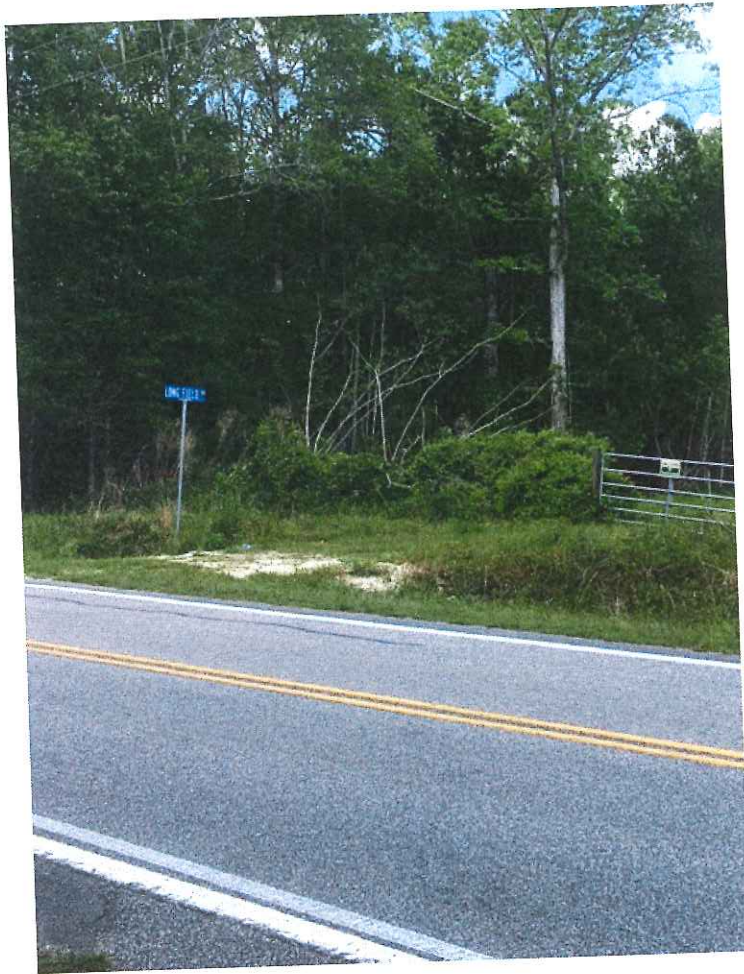
FLORANADA LANE



BULLDOG LANE



LONG FIELD LANE



BETTY LANE



Item Number: 6.b
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-16 - An amendment to Article 4, Section 410 of the Georgetown County Zoning Ordinance as it relates to street frontage.

POINTS TO CONSIDER:

1. The County Development Regulations and Zoning Ordinance require that a new lot front on a dedicated street right-of-way (ROW). Many other local governments allow a limited number of lots to obtain their access from an easement.
2. A dedicated street ROW is not part of any lot and is owned by the State, the County or a private entity.
3. An access easement is actually an area of a lot(s) that an owner allows others to utilize permanently for access to their property.
4. In the past, the County has received requests for access easement approval, usually associated with someone wanting to subdivide a rear portion of their large parcel into a second parcel. These requests are denied.
5. One important distinction is that setbacks are measured from the ROW for a dedicated road but would be measured from a property line not an easement boundary using an access easement.
6. Physically, access easements will likely look like a driveway although staff proposes the easement to be named and a street sign to be installed.
7. The area of an easement would remain with the lot(s) and be included in the minimum lot area.
8. Staff proposes limiting the number of parcels allowed to front on an access easement to three (3). The attached ordinance requires a minimum easement width of 25 feet.
9. Per fire regulations, each access easement would still be required to have an adequate turn-around for emergent vehicles if the easement exceeds 150' in length.
10. Staff recommended adoption of an ordinance regarding frontage for lots that front on easements as well as an amendment to the Land Development Regulations allowing up to three lots to front on a shared private driveway/easement.
11. The Planning Commission held a public hearing on this issue at their April meeting. One person spoke in favor of the proposed ordinance change. The Commission voted 5 to 0 to recommend approval for the proposed ordinance changes with the following conditions: a. removal of the words "The traveled portion of" in the second bolded paragraph of the land development regs ordinance and b. the addition of the following sentence to the land development regs ordinance "The applicable Fire Department maintains the right to require clearance of low hanging branches for vehicular access."

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve 3rd reading of Ordinance No. 2017-16.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2017-16 Amendment to Zoning Ordinance related to Street Frontage	Ordinance
▣ Planning Attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2017-16

**AN AMENDMENT TO ARTICLE IV, GENERAL PROVISIONS, SECTION 410,
STREET FRONTAGE OF THE ZONING ORDINANCE OF GEORGETOWN
COUNTY, SOUTH CAROLINA**

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

To Amend Article IV, General Provisions, Section 410, Street Frontage, as follows:

410. Street Frontage. Except as herein provided, no building shall hereafter be erected, constructed, moved or relocated on a lot which does not have at least fifty (50) feet of frontage on a publicly dedicated and accepted or publicly maintained street, except:

410.1 Lots fronting on cul-de-sacs may have a minimum road frontage of thirty (30) feet if the lot is at least fifty (50) feet in width at the building line;

410.2 Condominiums and townhouses may be excluded from this provision with the approval of the Planning Commission;

410.3 Lots located on a private street in minor subdivisions or planned developments, which are shown on a property approved and recorded plat upon which said private street is so designated;

410.4 Where a lot exists prior to the adoption of the Zoning Ordinance without any frontage, the Planning Commission may determine if private access is adequate for the development of the lot; however, if the owner of the lot owns an adjoining lot with street access, he must combine said lots to comply with this section. This exception only applies to lots separately owned since the enactment of the Ordinance (January 1, 1974); and

410.5 Lots created in a Minor Subdivision of three or fewer lots and fronting on a shared driveway, which shall be a recorded access easement, as provided for in Article 2, Section 3-10.

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

Johnny Morant (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-16, has been reviewed by me and is hereby approved as to form and legality.

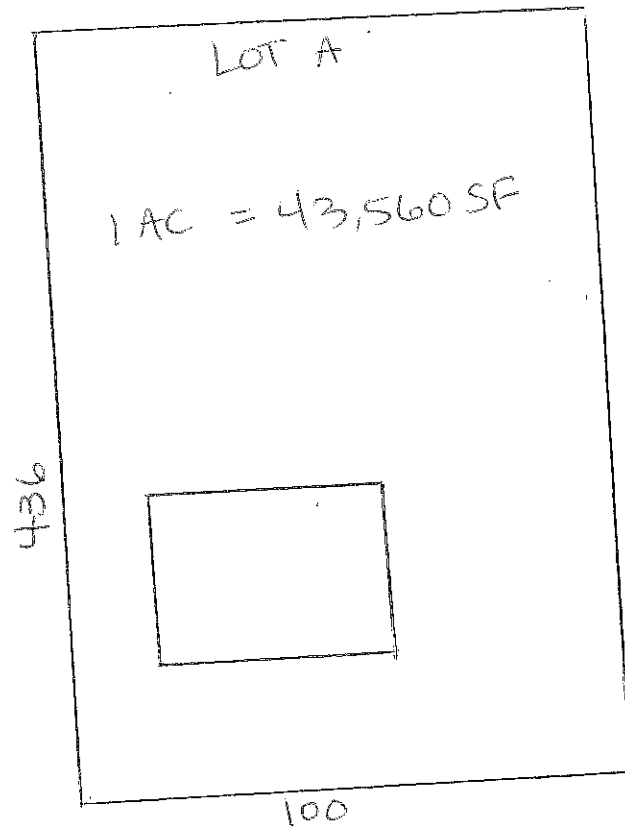
Wesley Bryant
Georgetown County Attorney

First Reading:_____

Second Reading:_____

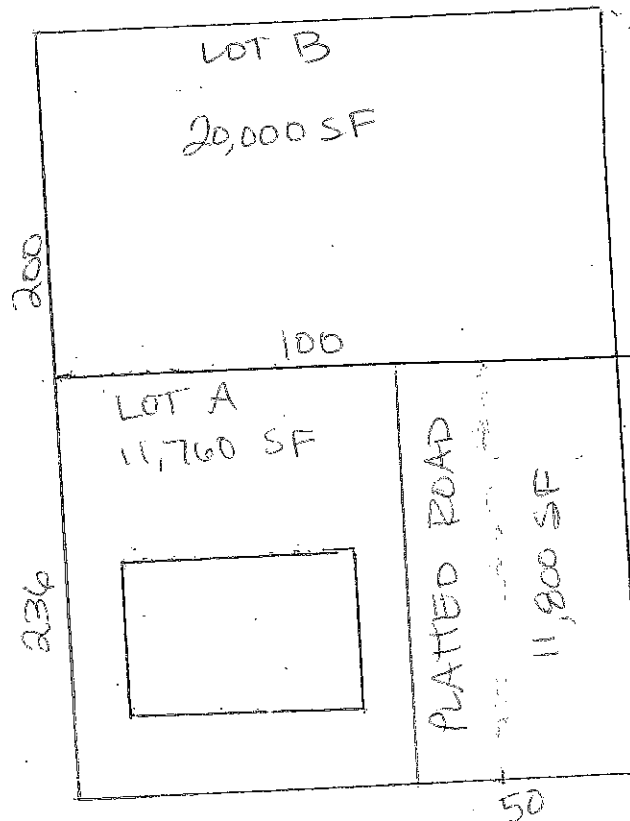
Third Reading:_____

ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

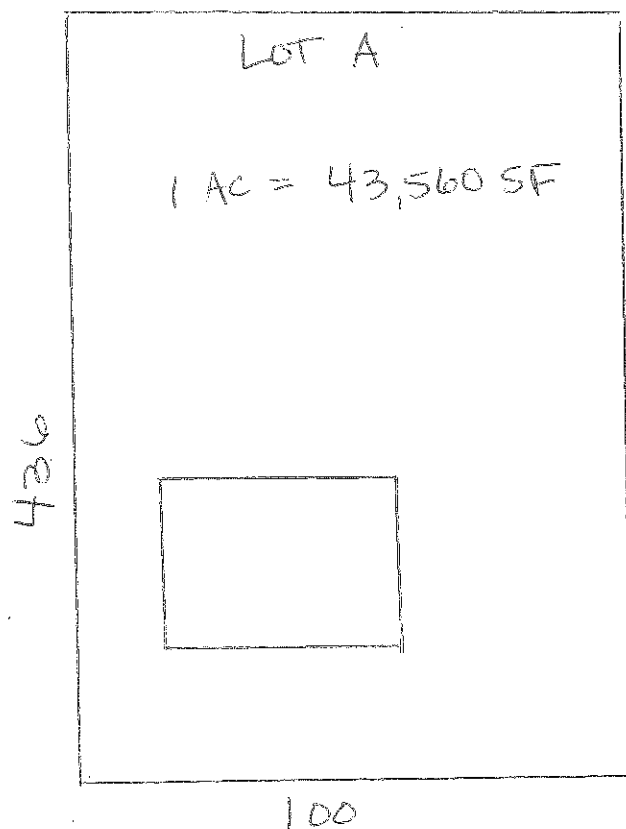
* UTILIZING A
50' PLATTED
RIGHT OF WAY



* NOT
APPROVABLE

(NOT TO SCALE)

ZONED: R $\frac{1}{2}$ AC
(20,000 SF MIN)



ZONED: R $\frac{1}{2}$ AC

*UTILIZING A
25' ACCESS
EASEMENT



(NOT TO SCALE)

HONEYSUCKLE LANE



WANDA KAY LAMBER
01-0440-020-00-00

VIGINTIY HAPI NG SCALE



NOTES: LOT IS NOT IN FLOOD ZONE
PROPERTY IS ZONED F/A
STATE PLANE COORDINATES BY GPS
DISTANCES ARE GRID

PARCEL A CONTAINS 1.46 ACRES.
PARCEL B, ROAD PARCEL, CONTAINS 0.46 ACRES.
LOCATED ON LAMBERT LOOP IN LAMBERTTOWN.
THE REMAINDER OF PARCEL 01-0440-020-03-00 IS
18.5 ACRES MORE OR LESS.

N.B. 35/63 ACAD/FRe 14/BUBBA WILSON

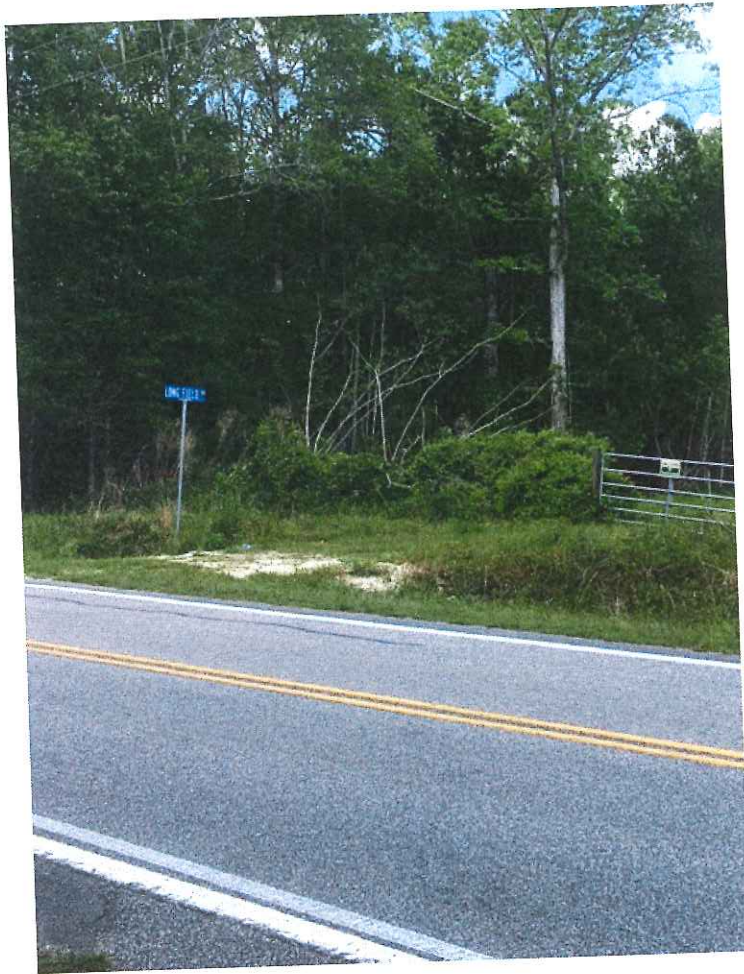
FLORANADA LANE



BULLDOG LANE



LONG FIELD LANE



BETTY LANE



Item Number: 6.c
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract #12-088, Task Order 27 - Consolidated Solid Waste Engineering and Monitoring Services

CURRENT STATUS:

In the January 22, 2013 regular session of County Council, award was made to Garrett and Moore, Incorporated to provide Consolidated Solid Waste Engineering and Monitoring county-wide as needed. The current task order request requires the approval of County Council under the procurement ordinance as it exceeds \$50,000.

POINTS TO CONSIDER:

1) County Council originally awarded Procurement #12-088, RFQ for Consolidated Solid Waste Engineering and Monitoring to Garrett and Moore on January 22, 2013. Each subsequent task order or change order has followed the appropriate procurement approval level.

2) The County needs to proceed with Phase 2 of the Corrective Measures Plan (CMP) in accordance with the Sections 258.56 (Assessment) and 258.57 (Remedy) of the regulations promulgated by the South Carolina Department of Health and Environmental Control (DHEC), Bureau of Land and Waste Management. The assessment and remedy will focus on the air and groundwater quality in and around the closed pre-1992 MSW Landfill as required.

3) Phase 3, the Implementation of any Corrective Action Program, will be outside of the current scope, and will be considered later.

FINANCIAL IMPACT:

The project fees will be expensed in 503.901 50455 (Landfill Closure, Non-Departmental, Monitoring) and is fully funded up to \$125,000.00 as of July 07, 2017. The request is fully funded.

OPTIONS:

1) Approve the award of Contract #12-088, Task Order 27, as outlined in the amount of \$66,500.00 for Assessment and Remedy to Garrett and Moore for a lump sum total of \$66,500.00;

OR

2) Decline to approve.

STAFF RECOMMENDATIONS:

The proposed task order from Garrett and Moore was reviewed by the Public Services Department. Staff recommends proceeding with Phase 2 of the Corrective Measures Plan (CMP) in accordance with the letter directing the follow-up of Phase 1 received in January, 2017 from the South Carolina Department of Health and Environmental Control (DHEC), Bureau of Land and

Waste Management.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Prpopsed Contract #12-088, Task Order 27	Backup Material
▣ Recommendation from Mr. Funnye	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 #
12-088	27	
Project #	GL Account	Purchase Order
Engineering Services	503.901.50455	TBD
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$860,039.00	\$66,500.00	\$926,539.00

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>[Signature]</i>	07-07-17
Change Originator:	Fred Davis	06/16/17

Consultant Name:	Garrett & Moore
Contract Title:	Professional Services
Task Order Name:	Task Order 27- Assessment of Corrective Measures and Selection of Remedy Old Closed Landfill
Scope of Work:	Task 1 - Prepare an Assessment of Corrective Measure report in accordance with Section 258.56 Regulation 61-107.19 SWM \$35,100 Task 2 - Select a remedy in accordance with Section 258.57 of Solid Waste regulations. Prepare a schedule for initiating and completing remedial activities. \$31,400
List Authorized Sub-Consultants:	
Deliverables:	Task 1- Assessment of Corrective Measure Report Task 2- Initiating and completing remedial activities.
Justification for Change:	Groundwater corrective action compliance
Start Date: 6.16.2017	Completion Date: 7.1.2018

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

Georgetown County, SC Signatures: Ray Funnye Public Services Director Date: 6/29/17	Garrett & Moore, Incorporated (Signature) Date: 06/16/17
Johnny Morant County Council Chair 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.

TASK ORDER NO. 27
BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL ENGINEERING SERVICES

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES,
AND RELATED MATTERS

This Task Order is hereby included as an addition to and incorporated as part of the Agreement for Engineering services dated February, 2013 between Georgetown County (OWNER), and Garrett & Moore, Inc. (ENGINEER) for professional engineering services.

Phase 2 – Corrective Measures Plan
Assessment of Corrective Measures and Selection of Remedy
Old Closed Unlined Landfill

1. The Basic Services of ENGINEER for this Task Order are as follows:

Background

The South Carolina Department of Health and Environmental Control (DHEC), Bureau of Land and Waste Management (BLWM) requested in a letter to Georgetown County dated March 9, 2015 that the county submit a Corrective Measures Plan (CMP) to address arsenic in groundwater in the vicinity of the pre-1992 MSWLF.

The Phase 1 Corrective Measures Plan – Assessment of Nature and Extent was prepared by the Engineer and approved by SCDHEC in a letter from Larry Leblang to Fred Davis dated January 30, 2017.

The purpose of this task order is to proceed with Phase 2 – Assessment of Corrective Measures and Selection of Remedy as directed by SCDHEC in the January 30th letter.

Future phases of the Corrective Measures Plan shall include the following:

Phase 3 – Implementation of Corrective Action Program

Future phases of the Corrective Measures Plan (Phase 3) are beyond the scope of this Task Order.

TASK 1 – ASSESSMENT OF CORRECTIVE MEASURES

Engineer will prepare an Assessment of Corrective Measures (ACM) report to address groundwater impacts resulting from a total arsenic plume originating in the immediate vicinity of monitoring well MW-AM4 and extending hydraulically down gradient toward the unnamed tributary of Six Mile Creek immediately west of the closed pre-1992 MSW landfill. The purpose of the ACM is to satisfy Part V, Section 258.56 of Regulation 61-

107.19 SWM: Solid Waste Landfills and Structural Fill (effective date May 23, 2008).

In accordance with applicable regulations, the ACM will identify and evaluate the applicability and effectiveness of potential corrective measures to mitigate the environmental impacts associated with the total arsenic plume. As part of the ACM, a survey of private wells will be conducted within 1,000 feet of the area of concern and, where available, details of well construction such as total depth and installation date shall be provided.

Following completion of the ACM, the results of the report will be discussed at a public meeting with interested parties prior to selection of a remedy.

TASK 2 – SELECTION OF REMEDY

The purpose of Task 2 – Selection of Remedy is to satisfy Part V, Section 258.57 of the solid waste Regulations. Based on the results of the ACM, Engineer will select a remedy that, at a minimum, must meet the following standards:

- 1) Be protective of human health and the environment;
- 2) Attain groundwater protection standards;
- 3) Control the sources of release so as to reduce or eliminate;
- 4) Comply with standards for the management of wastes.

The Engineer will prepare a schedule for initiating and completing remedial activities as required by Section 258.57.

2. The responsibilities of Owner are as follows:

- Review all project deliverables in a timely manner and forward submittals to Engineer as appropriate.

3. The time period for the performance of ENGINEER's services are as follows:

- Task 1 will be completed within 120 days of authorization of this Task Order.
Note that the required public meeting will be set according to Georgetown County and DHEC availability, and may occur after the Task 1 duration of 120 days.
- Task 2 will be completed within 30 days of the public meeting held in Task 1.

4. The method of payment for services rendered by ENGINEER shall be set forth as follows:

<u>Task and Description</u>	<u>Fee</u>
Task 1 – Assessment of Corrective Measures	\$ 35,100
<u>Task 2 – Selection of Remedy</u>	<u>\$ 31,400</u>
Total Fee for Task Order	\$ 66,500

Invoicing Method:

Engineer will invoice the Owner monthly, using a percent complete on a task-by-task basis.

5. OWNER has established the following special provision and/or other consideration or requirements in respect to the Assignment.

None.

IN WITNESS WHEREOF, the parties have executed this Task Order on the date of a signed Purchase Order by the OWNER.

FOR THE ENGINEER
Garrett & Moore, Inc.

By: Bernie Garrett

Name: Bernie Garrett, PE

Title: Project Manager

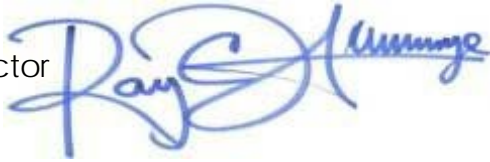
Date: June 16, 2017



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

Memorandum

To: Kyle Prufer
From: Ray C. Funnye, Director
File No.: 316.16
Date: July 5, 2017
Re: Recommendation for Task Order #27 – Assessment of Corrective Measures and Selection of Remedy Old Closed Landfill



Georgetown County is requesting approval of Task Order #27 – Assessment of Corrective Measures and Selection of Remedy Old Closed Landfill between Georgetown County and Garrett & Moore, Inc. for the amount of \$66,500.

We have found the pricing to be reasonable and the task order meets our needs.

The County is in need of Garrett & Moore, Inc. to proceed with Phase 2 of the Corrective Measures Plan (CMP) with the assessment of corrective measures and selection remedy as directed by SCDHEC in their January 30, 2017 letter in response to Phase 1 being completed.

Based on the aforementioned, I recommend approval of Task Order #27 – Assessment of Corrective Measures and Selection of Remedy Old Closed Landfill between Georgetown County and Garrett & Moore, Inc. for the amount of \$66,500.

Item Number: 6.d
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #17-040 REBID, Emergency Spill Response, IDIQ

CURRENT STATUS:

The prior Indefinite Delivery/Indefinite Quantity (IDIQ) agreement with Highlands Environmental Solutions of Wilmington, NC has reached its five year maximum term limit and thus must be re-solicited. The primary intent of the agreement is to provide quick and professional response to any emergency spill requirements, including but not limited to mosquito control chemical release.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. During the first attempt at bidding, only one (1) response was received by the bid opening date and time. A second response arrived late, after the deadline. Since only one (1) response was received by the bid opening date and time, the responses remained sealed and the services were rebid per County Ordinance. Upon rebidding, the following three (3) responses were received:

- 1) A&D Environmental Services (SC), LLC of Lexington, SC;
- 2) Fenn-Vac, LLC of North Charleston, SC; and
- 3) HEPACO, LLC of Charlotte, NC.

FINANCIAL IMPACT:

There will be no expense to the County in the normal course of operations. Emergency spill response services used under this agreement will be issued on a task order basis as needed pending budget approval.

OPTIONS:

- 1) Award an IDIQ contract agreement to A&D Environmental Services (SC), LLC of Lexington, SC for Emergency Spill Response, IDIQ.
- 2) Decline to award.

STAFF RECOMMENDATIONS:

Proposals were reviewed by the Public Services Department. Of the three (3) respondents, all were found to be complete bid packages responding to all items. A&D Environmental Services (SC), LLC was the lowest overall bid. Based upon the aforementioned, staff recommends award of Bid# 17-040, Emergency Spill Response, IDIQ to A&D Environmental Services (SC), LLC.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description

Type

▣	Bid Solicitation Approval	Cover Memo
▣	Public Bid Opening Tabulation-Original	Cover Memo
▣	Public Bid Opening Tabulation-REBID	Cover Memo
▣	Bid Summary Worksheet	Cover Memo
▣	Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 17-040

Procurement for: **Emergency Spill Response, IDIQ**

Department: **Public Services**

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: IDIQ **FY18**

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

Funding Source Location	
G/L Account Number	Funding Amount
As Needed	By Task Order

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

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

Grant Approval Attached : ☐-YES ☒-NO

Department Director

5.5.17

Date

Purchasing

5/8/17

Date

Finance Director

5/8/17

Date

County Administrator

5/8/17

Date



Public Bid Opening Tabulation
RFP #17-040, Emergency Spill Response, IDIQ
Wednesday, June 7, 2017 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<u>Proposal Received [✓]</u>	<u>Comments</u>



**ONLY ONE
RESPONSE.
REMAINS SEALED.**

ns

OPENED BY: _____ WITNESS: _____



Public Bid Opening Tabulation
RFP #17-040-REBID, Emergency Spill Response, IDIQ
Wednesday, June 28, 2017 @ 3:30PM Eastern Time

<u>OFFEROR</u>	<u>Proposal Received [✓]</u>	<u>Comments</u>
A&D Environmental Services	✓	
Fenn-Vac, LLC	✓	
HEPACO, LLC	✓	

OPENED BY: 

WITNESS: 

Bid Worksheet for RFP# 17-040 REBID, Emergency Spill Response, IDIQ

LABOR TYPE PRICE / HOUR	A & D Services	Fenn-Vac LLC	HEPACO, LLC
Position	Regular Time	Regular Time	Regular Time
Principal Manager	\$100.00	\$250.00	\$166.39
Supervisor	\$65.00	\$150.00	\$107.00
Site Safety Officer	\$110.00	\$100.00	\$83.46
Certified Industrial Hygienist (CIH)	\$110.00	N/A	\$159.43
Scientist Chemist	\$75.00	N/A	\$95.23
Scientist Geologist	\$75.00	N/A	\$107.00
Scientist Hydrologist	\$75.00	N/A	\$107.00
Scientist Biologist Engineer	N/A	N/A	\$107.00
Technician	\$55.00	\$95.00	\$76.50
Specialist	\$60.00	\$110.00	\$204.37
Position	Overtime*	Overtime*	Overtime*
Principal Manager	\$150.00	\$300.00	\$250.38
Supervisor	\$95.00	\$200.00	\$160.50
Site Safety Officer	\$110.00	\$150.00	\$124.66
Certified Industrial Hygienist (CIH)	\$110.00	[Blank]	\$239.15
Scientist Chemist	\$105.00	[Blank]	\$142.85
Scientist Geologist	\$105.00	[Blank]	\$160.50
Scientist Hydrologist	\$105.00	[Blank]	\$160.50
Scientist Biologist Engineer	N/A	[Blank]	\$160.50
Technician	\$81.00	\$125.00	\$114.49
Specialist	\$90.00	\$140.00	\$306.56
<i>* Indicate days and hours overtime will be charged.</i>	*Outside of normal business hours-see price understandings for details.	Mon-Fri before 8:00 AM, Mon-Fri. after 4:00 PM. Sat/Sun DBL-OT	Mon-Fri 4pm-7am, Saturday & Sunday

P P E TYPE PRICE / UNIT

Item	\$ Per Unit	\$ Per Unit	\$ Per Unit
Booties	\$2.00	\$30.00	\$9.63
Boots Acid Resistant Boots	\$19.00	\$95.00	---
Overshoes	\$9.00	\$15.00	---
Gloves	\$10.00	\$20.00	\$24.61
Glove Liners	\$1.00	\$10.00	\$1.07
Level "A" Suit	\$950.00	\$985.00	\$1,398.49
Level "B" Suit	\$125.00	\$225.00	\$553.19
Level "C" Suit	\$15.00	\$100.00	\$93.00
Splash Suit	Cost plus** (20%)	PVC \$195.00	\$37.99
Saranex Suit	\$18.00	\$55.00	\$35.85
Tyvek Suit	\$5.75	\$45.00	\$14.45

MATERIALS TYPE PRICE / UNIT

Item	\$ Per Unit	\$ Per Unit	\$ Per Unit
Absorbent Clay	\$12.00/bg	[Blank]	\$19.26
Absorbent Oil Boom	\$50.00/10' section	\$105.00	\$114.49
Absorbent Oil Pad	\$90.00/pack	\$65.00	\$158.90
Absorbent Vermiculite	\$25.00/bag	\$75.00	\$27.82
Absorbent Wipes	\$90.00/pack	\$110.00	\$19.26
Lime, 50 lb. Bag	cost plus	\$75.00	\$25.68
Sodium Hypochlorite Gallon AFFF Drum	cost plus	\$275.00	\$12.31
AFFF 5 gallon pail	cost plus	\$3,500.00	N/A
Decon Supplies, Brush	cost plus	\$50.00	\$7.49
Item	\$ Per Unit	\$ Per Unit	\$ Per Unit

Decon Supplies, Pails	\$11.00	\$30.00	\$10.17
Decon Supplies, Pools	cost plus	\$500.00	\$152.48
Decon Supplies, Plastic Sheeting	\$250.00/roll	\$75.00	\$209.72
Samplers, Coliwas	cost plus	\$200.00	\$29.43

CONTAINERS TYPE PRICE / UNIT

Item	\$ per Unit	\$ per Unit	\$ per Unit
Bucket DOT, Plastic	\$11.00	\$25.00	\$69.02
Bucket DOT, Metal	\$11.00	\$75.00	\$69.02
Drum 1A1	\$50.00	\$95.00	\$82.39
Drum 1H1	\$45.00	\$75.00	\$101.65
Drum Poly salvage	\$285.00	\$425.00	\$362.20
Drum Steel salvage	\$235.00	\$250.00	\$287.30
Boxes	\$132.00 w/pallet	\$125.00	\$211.86
Roll off	\$16.00/day-rent	\$2,000.00	\$48.15

MONITOR EQUIPMENT TYPE PRICE / UNIT

Item	\$ per Unit	\$ per Unit	\$ per Unit (per Hour)
PID	\$125.00/day	\$3,000.00/day	\$27.82
Oxygen Meter	\$85.00/day	\$1,500.00/day	\$10.17
OVA	\$125.00/day	N/A	\$31.03
Explosimeter	\$85.00/day	N/A	\$10.17
Tritector	cost plus	N/A	---
Multiple Gas Detector	\$85.00/day	\$2,500.00/day	\$41.73
Detector Tubes	cost plus	[Blank]	---
pH Meter	\$25.00/day	[Blank]	\$5.89
pH Paper	cost plus	\$100.00/day	---
HazCat Anaylsis	\$75.00 per sample	[Blank]	\$283.02
DO Meter	cost plus	[Blank]	---
Sub-surface Soil Sampler	cost plus	[Blank]	\$5.89

MOBILE EQUIPMENT TYPE PRICE / UNIT

Item	\$ per Unit	\$ per Unit	\$ per Unit (per Hour)
Emergency Response Vehicle, Mileage	\$150.00/day	\$13.50/mi	\$121.45
Crew Truck, Mileage	\$140.00/day	\$13.50/mi	\$58.00, \$0.54 per mile
Utility Vehicle, Mileage	\$75.00/hr	\$13.50/mi	\$33.00, \$0.54 per mile
Trailer, Mileage	\$100.00/day	\$13.50/mi	\$23.01
Vacuum Truck	\$100.00/hr	\$13.50/mi	\$175.00, \$0.54 per mile
Bobcat	\$50.00/hr	\$2,550.00/day	\$75.00
Backhoe/Loader	\$60.00/hr	\$2,950.00/day	\$46.01
Excavator	\$110.00/hr	\$3,550.00/day	\$160.00
Rubber Tire Loader	\$90.00/hr	\$2,995.00/day	\$157.00
Tractor	\$95.00/hr	\$2,000.00/day	\$86.67
Tiller	cost plus	N/A	---
Motorized Street Sweeper	cost plus	N/A	\$69.55

MATERIAL TYPE PRICE / UNIT

Item	\$ per Unit	\$ per Unit	\$ per Unit (per Hour)
Compressor	\$150.00/day	Cost + 25%	\$24.08
Pump	\$140.00/day (2" diaphragm)	Cost + 25%	\$35.85
Boat	\$250.00/day	Cost + 25%	\$36.92
Broom	\$28.00	Cost + 25%	\$46.01
Boom	\$2.25/ft-day	Cost + 25%	\$4.82 per foot per calendar day
Skimmer	\$100.00/day	Cost + 25%	\$115.56
Blower	\$50.00/day	Cost + 25%	\$4.82
Auger	cost plus	Cost + 25%	N/A

Generator	\$150.00/day (5KW)	Cost + 25%	\$51.90
Drum de-header	cost plus	Cost + 25%	\$72.76
Lights	\$35.00/day (stand)	Cost + 25%	\$5.89
Light plant	\$150.00/day (tower)	Cost + 25%	\$43.87
Post hole digger	cost plus	Cost + 25%	N/A
Pressure washer	\$250.00/day	Cost + 25%	\$55.64
Reactive chemical carrier	cost plus	N/A	N/A
Remote drilling apparatus	cost plus	N/A	N/A
Fire suit	\$43.00/day (FRC)	N/A	\$127.33
Non-sparking tool kit	\$100.00/day	N/A	\$43.87
Vacuum	\$55.00/day	Cost + 25%	\$25.68

Exceptions?	None-See bid regarding pricing understandings.	None	Submittal is based on execution of a mutually agreeable contract.
Comments	Cost plus is 20%--see Standard ER rate sheet for details.	N/A	N/A
Residence	Lexington, SC	N. Charleston, SC	Charlotte, NC with 2 offices in SC

Georgetown County

Department of Public Works

Phone: (843) 545-3436

Fax: (843) 545-3486

Memorandum

To: Kyle Prufer
From: Ray Funnye, Director 
Date: July 5, 2017
File No: 316.16
Re: Bid Recommendation - Bid #17-040, Emergency Spill Response, IDIQ

On Wednesday, June 28, 2017, Georgetown County received three (3) bids for Bid Package Bid #17-040, Emergency Spill Response, IDIQ. Of the three (3) respondents, all were found to be complete bid packages responding to all items.

The lowest overall bid was from A&D Services.

Based upon the aforementioned, I recommend awarding Bid #17-040, Emergency Spill Response, IDIQ to A&D Services.

Item Number: 6.e
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #17-053, John Deere 624K-II Loader

CURRENT STATUS:

The John Deere 624K-II Loader will be a replacement of the 2008 John Deere 624 J Loader under the FY18 Certified Equipment Replacement Program (CERP) for Public Works.

POINTS TO CONSIDER:

1) Procurement of this unit will utilize the Florida Sheriff's Association (FSA) cooperative purchasing program, under the Purchasing Ordinance (2008-09):

Sec. 2-75. Cooperative Purchasing Agreements

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

2) The County has a successful history using this cooperative and finds pricing and availability to be advantageous.

3) The County also has a long history of satisfactory performance and service in using John Deere construction equipment, and the fleet service provider is experienced in the maintenance and repair of Deere units.

FINANCIAL IMPACT:

This item was included in the FY18 budget in G/L account number 499.301-50707 with a budget of \$215,000.00 and is fully funded.

OPTIONS:

1) Approve PO#2018-00000019 to Flint Equipment Company of Aynor, SC as the delivering dealer for a John Deere 624K-II Loader per Quote #15611545, under FSA Contract # FSA16-VEH14.0 in the amount of \$183,478.25 including sales tax and delivery; OR

2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

The John Deere 624K-II Loader was selected by the department as meeting the requirements necessary for the Public Works Division. The FSA cooperative pricing provided by Flint Equipment was found to be reasonable, under budget, and the equipment meets the department's specifications. The Public Services Department recommends award to Flint Equipment of Aynor, SC for a total amount of \$183,478.25, including taxes.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Vehicle/Equipment Procurement Approval	Cover Memo
▣ Flint Equipment Company Quote #15611545	Cover Memo
▣ DRAFT PO# 2018-00000019 for Approval	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 17-053 Dept: Public Works
Procurement for: John Deere 624 Loader FY18 CERP
Budgeted: ☒-YES ☐-NO
Budgeted/Estimated Cost: \$215,000.00 **FY 18**
Funds Available: ☒-YES ☐-NO ☐-Pending Budget Transfer
☐-Cash Purchase
☒-Municipal Lease/Purchase Financing 8 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
499.301-50707	\$215,000.00
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

☐- New Acquisition Replacement: ☒- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model 2009 John Deere 624 J Loader

VIN/Serial No. DW624KH622897

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

Bank Currently Holding Title: _____

Department Director/Elected Official

06/23/2017

Date

Kristi Hampton
Budget Officer

6/23/17

Date

Mark Loh
Purchasing

6/23/17

Date

Scott G. Purton
Finance Director

6/23/17

Date

Lu H
County Administrator

6/26/17

Date

Quote Id: 15611545

Prepared For:
GEORGETOWN COUNTY PUBLIC WORKS



Prepared By: **EDWARD KELLEY**

Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511

Tel: 843-358-5688
Fax: 843-358-2826
Email: ekelley@flintequipco.com

Date: 26 June 2017

Offer Expires: 31 August 2017

Quote Summary**Prepared For:**

GEORGETOWN COUNTY PUBLIC WORKS
2236 Browns Ferry Rd
Georgetown, SC 29440

Prepared By:

EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

FSA# FSA16-VEH14.0

Quote Id: 15611545
Created On: 26 June 2017
Last Modified On: 06 July 2017
Expiration Date: 31 August 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 624K-II LOADER	\$ 171,475.00 X	1 =	\$ 171,475.00

Equipment Total	\$ 171,475.00
------------------------	----------------------

Quote Summary

Equipment Total	\$ 171,475.00
SubTotal	\$ 171,475.00
Sales Tax - (7.00%)	\$ 12,003.25
Total	\$ 183,478.25
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 183,478.25

Salesperson : X _____**Accepted By : X** _____

Selling Equipment

Quote Id: 15611545

Customer: GEORGETOWN COUNTY PUBLIC WORKS

JOHN DEERE 624K-II LOADER

Hours:

Stock Number:

				Selling Price
				\$ 171,475.00
Code	Description	Qty	Unit	Extended
7650DW	624K-II LOADER	1	\$ 227,629.00	\$ 227,629.00
Standard Options - Per Unit				
170C	JDLINK Ultimate Cellular - 5 Years	1	\$ 0.00	\$ 0.00
0810	Standard Gathering Group	1	\$ 0.00	\$ 0.00
0924	John Deere PowerTech Engine	1	\$ 22,991.00	\$ 22,991.00
1010	Standard Loader	1	\$ 0.00	\$ 0.00
1110	Transmission	1	\$ -3,900.00	\$ -3,900.00
1215	130 amp Alternator	1	\$ 585.00	\$ 585.00
1310	Engine Exhaust with Flat Black Curved Stack	1	\$ 0.00	\$ 0.00
1410	Air Intake system without Precleaner Engine	1	\$ 0.00	\$ 0.00
1510	Standard Fan Drive	1	\$ 0.00	\$ 0.00
1610	Standard Fuel Filter & Water Separator	1	\$ 0.00	\$ 0.00
1915	NeverGrease Steering Cylinder Joints	1	\$ 0.00	\$ 0.00
2020	High Lift Z-BAR	1	\$ 4,400.00	\$ 4,400.00
2120	Steering Wheel Only	1	\$ 0.00	\$ 0.00
2220	Standard Fabric, Back Rest Extension, Air Suspension Seat	1	\$ 0.00	\$ 0.00
2444	4 Function -- 4 Lever Finger Tip Controls and Steering Column FNR	1	\$ 4,242.00	\$ 4,242.00
2520	Less Ride Control	1	\$ 0.00	\$ 0.00
2605	English Labels and Decals	1	\$ 0.00	\$ 0.00
2715	24 Volt to 12 Volt - 15 Amp Converter	1	\$ 115.00	\$ 115.00
2890	No Payload Scale	1	\$ 0.00	\$ 0.00
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1	\$ 0.00	\$ 0.00
3120	Manual Axle Differential Lock	1	\$ 0.00	\$ 0.00
4932	No Brand Preference	1	\$ 14,275.00	\$ 14,275.00
5550	Full Front and Rear Fenders For Muddy Applications	1	\$ 2,715.00	\$ 2,715.00
5610	Left Side Steps	1	\$ 0.00	\$ 0.00
7120	Halogen Work and Drive Lights	1	\$ 257.00	\$ 257.00
8220	Rear Cast Bumper/Counterweight with Rear Hitch and Locking Pin	1	\$ 1,189.00	\$ 1,189.00
8310	Standard Outside Mirrors	1	\$ 0.00	\$ 0.00
8422	ROPS Quiet Cab with Air Conditioning	1	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 15611545

Customer: GEORGETOWN COUNTY PUBLIC WORKS

8450	Cab with Air A/C Charge	1	\$ 0.00	\$ 0.00
8560	Z-BAR Hydraulic Attachment Coupler	1	\$ 5,051.00	\$ 5,051.00
8585	60 in.(1524mm) Coupler Fork Frame Carriage w/60 in.(1524mm) Tines	1	\$ 5,247.00	\$ 5,247.00
8850	3.5 Cu. Yd. (2.7 Cu. M.) 106 in. Wide GP Coupler Bucket with Bolt-on Cutting Edge	1	\$ 9,308.00	\$ 9,308.00
9106	AM/FM/Weather Band (WB) Radio with Remote AUX Port	1	\$ 576.00	\$ 576.00
9140	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1	\$ 139.00	\$ 139.00
9707	20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 67,190.00
Dealer Attachments				
AT301703	Amber Strobe Light	1	\$ 512.00	\$ 512.00
Dealer Attachments Total				\$ 512.00
Other Charges				
	Freight	1	\$ 3,750.00	\$ 3,750.00
	Setup	1	\$ 1,000.00	\$ 1,000.00
	FEC ASC	1	\$ 1,500.00	\$ 1,500.00
	FSA Fee(.75% of sale price)	1	\$ 1,450.00	\$ 1,450.00
	Nortrax Admin Fee(.5% MDP)	1	\$ 900.00	\$ 900.00
Other Charges Total				\$ 8,600.00
Suggested Price				\$ 303,931.00
Customer Discounts				
Customer Discounts Total			\$ -132,456.00	\$ -132,456.00
Total Selling Price				\$ 171,475.00

**DRAFT****Bill To**

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

Ship To

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

Purchase Order

No. 2018-00000019

07/06/17

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

Vendor 1126527 FLINT EQUIPMENT COMPANY**Contact**

FLINT EQUIPMENT COMPANY
ATTN: Edward Kelley
4900 East Highway 501
AYNOR, SC 29511

Deliver by 09/11/17
Ship Via VEND
Freight Terms F.O.B: DESTINATION
Originator Nancy Silver
Resolution Number FSA# FSA16-VEH14.0
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
171475.0000	\$/US	HEAVY EQUIPMENT - PURCHASE		\$1.0000	\$171,475.00
<i>Item Description</i> John Deere 624K-II Loader <i>Detail Description</i> Per Quote #15611545 as attached.					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.301-50707 (Machinery & Equipment)					100.00%
12003.2500	\$/US	HEAVY EQUIPMENT - PURCHASE		\$1.0000	\$12,003.25
<i>Item Description</i> Sales Tax 7%					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.301-50707 (Machinery & Equipment)					100.00%

Level 4 **Level Description** Purchasing **Date** 7/6/2017 **Approval User** Nancy Silver

Subtotal \$183,478.25
Sales Tax \$0.00
Total Due **\$183,478.25**

SIGNATURE_____
SIGNATURE**Special Instructions**

This PO is part of a Cooperatively Awarded Purchasing Agreement as referenced:
Contract ID: _____ Membership # _____
Order/Quotation# _____ Order Date: _____
FROM: Georgetown County, SC Purchasing Office Phone (843)545-3083 - FAX (843)545-3500 - EMail:
purch@gtcounty.org



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

Memorandum

To: Kyle Prufer
From: Ray C. Funnye, Director
File No.: 316.16
Date: July 5, 2017
Re: Recommendation for Procurement - John Deere 624K-II Loader



On July 3, 2017, Georgetown County received a quote (Quote Id: 15611545) from Flint Equipment of Aynor, SC, using the Florida Sheriff's Association pricing.

Flint Equipment of Aynor, SC, provided a quote for a John Deere 624K-II Loader for \$183,478.25, including taxes. We have reviewed and thoroughly evaluated the contents of the quote and have found the pricing to be reasonable and the equipment meets our required specifications.

Based on the aforementioned, I recommend procurement of the John Deere 624K-II Loader from Flint Equipment of Aynor, SC for a total amount of \$183,478.25, including taxes.

Item Number: 6.f
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #17-050, John Deere 670G Motor Grader

CURRENT STATUS:

The John Deere 670G Motor Grader will be a replacement of the 2009 John Deere 670G Motor Grader under the FY18 Capital Equipment Replacement Program (CERP) for Public Works.

POINTS TO CONSIDER:

1) Procurement of this unit will utilize the Florida Sheriff's Association (FSA) cooperative purchasing program, under the Purchasing Ordinance (2008-09):

Sec. 2-75. Cooperative Purchasing Agreements

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

2) The County has a successful history using this cooperative and finds pricing and availability to be advantageous.

3) The County also has a long history of satisfactory performance and service in using John Deere construction equipment, and the fleet service provider is experienced in the maintenance and repair of Deere units.

FINANCIAL IMPACT:

This item was included in the FY18 budget in G/L account number 499.301-50707 with a budget of \$215,000.00. The overage will be covered by the savings from the John Deere 624K-II Loader and thus is fully funded.

OPTIONS:

1) Approve PO#2018-00000022 to Flint Equipment Company of Aynor, SC as the delivering dealer for a John Deere 670G Motor Grader per Quote #15556255, under FSA Contract # FSA16-VEH14.0 in the amount of \$225,235.00 including sales tax and delivery; OR

2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

The John Deere 670G Motor Grader was selected by the department as meeting the requirements necessary for the Public Works Division. The FSA cooperative pricing provided by Flint Equipment was found to be reasonable and the equipment meets the department's specifications. Savings from the purchase of the John Deere 624K-II Loader will be used to offset the budget overage for this purchase. The Public Services Department recommends award to Flint Equipment of Aynor, SC for a total amount of \$225,235.00, including taxes.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Vehicle/Equipment Procurement Approval	Cover Memo
▣ Flint Equipment Company Quote #15556255	Cover Memo
▣ DRAFT PO# 2018-00000022 for Approval	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 17-050 **Dept:** Public Works
Procurement for: John Deere 670G Motor Grader, CERP FY18
Budgeted: ☒-YES ☐-NO
Budgeted/Estimated Cost: \$215,000.00 **FY** 18
Funds Available: ☒-YES ☐-NO ☐-Pending Budget Transfer
☐-Cash Purchase
☒-Municipal Lease/Purchase Financing 8 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
499.301 50713 07	\$215,000.00
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

☐- New Acquisition Replacement: ☒- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model 2009 John Deere 670G Motor Grader

VIN/Serial No. DW670GX627525

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

Bank Currently Holding Title: _____

Department Director/Elected Official

06/23/2017

Date

Budget Officer

6/23/17

Date

Purchasing

6/23/17

Date

Finance Director

6/26/17

Date

County Administrator

Date

Quote Id: 15556255

Prepared For:
GEORGETOWN COUNTY PUBLIC WORKS



Prepared By: **EDWARD KELLEY**

Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511

Tel: 843-358-5688
Fax: 843-358-2826
Email: ekelley@flintequipco.com

Date: 16 June 2017

Offer Expires: 31 August 2017

Quote Summary**Prepared For:**

GEORGETOWN COUNTY PUBLIC WORKS
2236 Browns Ferry Rd
Georgetown, SC 29440

Prepared By:

EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

FSA# FSA16-VEH14.0

Quote Id: 15556255
Created On: 16 June 2017
Last Modified On: 06 July 2017
Expiration Date: 31 August 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 670G MOTOR GRADER	\$ 210,500.00 X	1 =	\$ 210,500.00

Equipment Total	\$ 210,500.00
------------------------	----------------------

Quote Summary

Equipment Total	\$ 210,500.00
SubTotal	\$ 210,500.00
Sales Tax - (7.00%)	\$ 14,735.00
Total	\$ 225,235.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 225,235.00

Salesperson : X _____**Accepted By : X** _____

Selling Equipment

Quote Id: 15556255

Customer: GEORGETOWN COUNTY PUBLIC WORKS

JOHN DEERE 670G MOTOR GRADER

Hours:
Stock Number:

				Selling Price
				\$ 210,500.00
Code	Description	Qty	Unit	Extended
8440T	670G MOTOR GRADER	1	\$ 292,283.00	\$ 292,283.00
Standard Options - Per Unit				
170C	JDLink Ultimate Cellular - 5 Years	1	\$ 0.00	\$ 0.00
1010	Standard Antler Rack Hydraulic Controls	1	\$ 0.00	\$ 0.00
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1	\$ 46,848.00	\$ 46,848.00
1240	200 amp Alternator	1	\$ 938.00	\$ 938.00
1320	No Quick Service Group	1	\$ 0.00	\$ 0.00
1410	Standard Fuel & Water Filtration	1	\$ 0.00	\$ 0.00
1610	Hydraulic Pump Disconnect	1	\$ 185.00	\$ 185.00
1830	Engine Exhaust with Flat Black Stack (EPA FT4 only)	1	\$ 0.00	\$ 0.00
1920	No Blade Impact Absorption System	1	\$ 0.00	\$ 0.00
2050	14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 6 In. x 5/8 In. (152 x 16mm) Cutting Edge & 5/8 in. (16mm) Hardware	1	\$ 1,331.00	\$ 1,331.00
2575	No Grade Control Base Kit Installed	1	\$ 0.00	\$ 0.00
2605	English Labels and Decals	1	\$ 0.00	\$ 0.00
2775	No Topcon Radio Installation	1	\$ 0.00	\$ 0.00
2820	Single Input Gearbox with Slip Clutch	1	\$ 2,704.00	\$ 2,704.00
4923	No Brand Preference	1	\$ 14,740.00	\$ 14,740.00
5025	Low Cab w/ Fixed Lower Front and Side Opening Windows	1	\$ 911.00	\$ 911.00
5510	Autoshift Transmission	1	\$ 1,842.00	\$ 1,842.00
5710	Transmission Solenoid Valve Guard	1	\$ 209.00	\$ 209.00
5815	Hydrau	1	\$ 0.00	\$ 0.00
6010	Powered Cab Air Precleaner	1	\$ 909.00	\$ 909.00
6120	Standard Fabric Air Suspension Seat with Armrests and Headrest	1	\$ 0.00	\$ 0.00
6510	Base Hydraulics - 4 Function Controls	1	\$ 0.00	\$ 0.00
6610	Base Hydraulics- 4 Function Controls	1	\$ 0.00	\$ 0.00
6750	Less Front Attachment	1	\$ 0.00	\$ 0.00
6830	Rear Hitch and Pin	1	\$ 502.00	\$ 502.00
7110	Transporting Lights (4 Halogen Transport Lights)	1	\$ 0.00	\$ 0.00
7820	No Front Fenders	1	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 15556255

Customer: GEORGETOWN COUNTY PUBLIC WORKS

8110	24-to-12 Volt Converter (15 amps peak / 10 amps continuous)	1	\$ 0.00	\$ 0.00
8210	Exterior Mounted Rearview Mirrors	1	\$ 0.00	\$ 0.00
8320	Less Lower Front Window Wiper & Wiper	1	\$ 0.00	\$ 0.00
8410	AM/FM Radio with Aux and Weather Band (WB)	1	\$ 966.00	\$ 966.00
8510	Air Conditioner Refrigerant Charged	1	\$ 0.00	\$ 0.00
8730	No Sound Absorption Package	1	\$ 0.00	\$ 0.00
8820	No Rear Camera	1	\$ 0.00	\$ 0.00
9120	Front Window Movable Sun Visor	1	\$ 148.00	\$ 148.00
9130	Rear Retractable Sun Shade	1	\$ 222.00	\$ 222.00
9299	Beacon with Flip Down Cab Beacon Bracket (LH)	1	\$ 668.00	\$ 668.00
9723	17.5R25 L2 1 STAR NO BRAND PREFERRED WITH 1PC RIM	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 73,123.00
Dealer Attachments				
AT370909	Slow Moving Vehicle Emblem for all T3, IT4 and FT4 Machines	1	\$ 99.00	\$ 99.00
Dealer Attachments Total				\$ 99.00
Other Charges				
	Freight	1	\$ 3,550.00	\$ 3,550.00
	Setup	1	\$ 1,200.00	\$ 1,200.00
	Extended Warranty	1	\$ 3,100.00	\$ 3,100.00
	Local Delivery	1	\$ 500.00	\$ 500.00
	FEC ASC	1	\$ 1,750.00	\$ 1,750.00
	FSA Fee(.75% of sale price)	1	\$ 1,575.00	\$ 1,575.00
	Nortrax Admin Fee(.5% MDP)	1	\$ 1,875.00	\$ 1,875.00
Other Charges Total				\$ 13,550.00
Suggested Price				\$ 379,055.00
Customer Discounts				
Customer Discounts Total			\$ -168,555.00	\$ -168,555.00
Total Selling Price				\$ 210,500.00



DRAFT

Bill To

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

Ship To

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

Purchase Order

No. 2018-00000022

07/06/17

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

Vendor 1126527 FLINT EQUIPMENT COMPANY**Contact**

FLINT EQUIPMENT COMPANY
ATTN: Edward Kelley
4900 East Highway 501
AYNOR, SC 29511

Deliver by 09/11/17
Ship Via VEND
Freight Terms F.O.B: DESTINATION
Originator Nancy Silver
Resolution Number FSA# FSA16-VEH14.0
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
210500.0000	\$/US	HEAVY EQUIPMENT - PURCHASE		\$1.0000	\$210,500.00
<i>Item Description</i> John Deere 670G Motor Grader <i>Detail Description</i> Per Quote #15556255 as attached.					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.301-50707 (Machinery & Equipment)					100.00%
14735.0000	\$/US	HEAVY EQUIPMENT - PURCHASE		\$1.0000	\$14,735.00
<i>Item Description</i> Sales Tax 7%					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
499.301-50707 (Machinery & Equipment)					100.00%

Level	Level Description	Date	Approval User
4	Purchasing	7/6/2017	Nancy Silver

Subtotal	\$225,235.00
Sales Tax	\$0.00
Total Due	\$225,235.00

SIGNATURE

SIGNATURE

Special Instructions



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

Memorandum

To: Kyle Prufer
From: Ray C. Funnye, Director
File No.: 316.16
Date: July 6, 2017
Re: Recommendation for Procurement - John Deere 670G Motor Grader



On July 3, 2017, Georgetown County received a quote (Quote Id: 15556255) from Flint Equipment of Aynor, SC, using the Florida Sheriff's Association pricing.

Flint Equipment of Aynor, SC, provided a quote for a John Deere 670G Motor Grader for \$ 225,235.00, including taxes. We have reviewed and thoroughly evaluated the contents of the quote and have found the pricing to be reasonable and the equipment meets our required specifications.

Savings from the purchase of the front end loader will be used to offset the budget overage for this purchase.

Based on the aforementioned, I recommend procurement of the John Deere 670G Motor Grader from Flint Equipment of Aynor, SC for a total amount of \$ 225,235.00, including taxes.

Item Number: 6.g
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract #13-010, Task Order 24 - Civil Engineering Services to Design Drainage Improvement Project for Petigru Drive - Commerce Drive - Tiller Drive

CURRENT STATUS:

In the regular session of April 23, 2013, County Council awarded a Professional Services Agreement to Stantec Consulting Services, Inc. for Civil Engineering Services-IDIQ. Since this task order is above the \$50,000.00 County Administrator threshold this task order must be approved by County Council.

POINTS TO CONSIDER:

- 1) The proposed drainage improvement is necessary for the sub watershed community to drain to a positive outfall.
- 2) Stantec would be providing engineering services related to preparing Construction drawings and permits for the drainage improvement for the Petigru Drive - Commerce Drive - Tiller Drive area.
- 3) Stantec would subcontract the survey work to Parker Land Surveying.
- 4) Upon receiving the survey information, Stantec will prepare 35% Construction documents.
- 5) Upon completing the preliminary design, Stantec will prepare easement exhibits for the properties impacted by the proposed improvements.
- 6) Upon confirmation from Georgetown County that the easements are attainable for the proposed improvements, Stantec will proceed to issue final 100% construction documents.
- 7) Stantec will assist Submit for permitting.
- 8) Stantec will assist Georgetown County with bidding services.

FINANCIAL IMPACT:

This project will be funded using GL Account number 504.901-50705, and is fully funded in FY18.

OPTIONS:

- 1) Approve Contract #13-010, Task Order 24 to Stantec Consulting Services, Inc. in the amount of \$55,600.00 for the Petigru Drive - Commerce Drive - Tiller Drive area outfall improvements under the existing IDIQ Agreement for Professional Services;

OR

- 2) Decline to approve the task order.

STAFF RECOMMENDATIONS:

The Public Services Department recommends approval of Task Order 24 for the Petigru Drive - Commerce Drive - Tiller Drive area outfall improvements using the awarded IDIQ for Professional Services from Stantec Consulting Services, Inc.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▢ PROPOSED Contract 13-010S, Task Order 24	Backup Material
▢ Recommendation from Mr. Funnye	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 #
13-010s	24	
Project #	G/L Account	Purchase Order
Commerce Tiller Dr Drainage Improv	504-901-50705	TBD
Prior Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$ 756,242.00	55600	\$ 811,842.00

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Tracy D. Jones</i>	05 July 2017
Change Originator	Tracy D. Jones	6-29-17

Consultant Name:	Stantec Consultant Services, Inc.
Contract Title:	Stormwater Engineering Consultant - Civil Engineering Services IDIQ
Task Order Name:	Commerce Tiller Drive Drainage Improvement Project
Scope of Work:	Task I: Preliminary Design: \$11,500 Task II: Easement Exhibits: \$2,500 Task III: Final Design Documents: \$22,000 Task IV: Permitting: \$5,700 Task V: Bidding Services: \$5,400 Task VI: CA/CO: \$8,500 Total: \$55,600
List Authorized Sub-Consultants:	N/A
Deliverables:	Design, construction drawings, easements, and permits for the construction of drainage improvements along Commerce Tiller Drive
Justification for Change:	Commerce and Tiller Drive have drainage issues in need of improvement. Site visits, a public meeting, and surveys identified areas that can be improved to help runoff drain properly and safely for the community in and around Running Water Drive.
Start Date: NTP	Completion Date: 180 days from NTP

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

Georgetown County Signatures:  _____ Ray C. Funnye Public Services Director _____ 6-30-17 _____ Date _____ 7/25/2017 _____ Date _____ Johnny Morant County Council Chairman		Stantec Consultant Services, Inc. See attached document _____ Signature _____ Date Notes: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format must include all elements of this form for each line item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.
--	--	--



Stantec
4969 Centre Pointe Drive
Suite 200
N. Charleston, SC 29418-6952

June 22, 2017

Attention: Ms. Tracy Jones

Georgetown County Stormwater
129 Screven Street
Georgetown, SC 29440

Reference: Drainage Improvements to Petigru Drive and Tiller Drive, Pawleys Island, SC

Dear Ms. Jones:

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to Georgetown County (County) for engineering services related to preparing Construction Drawings and Permits for "Drainage Improvements to Petigru Drive and Tiller Drive in Pawleys Island, SC."

PROJECT UNDERSTANDING

The purpose of this project is to alleviate flooding along Petigru and Tiller Drivers. Parker Land Surveying (PLS) completed a survey of the existing conditions for a portion of Petigru Drive, Tiller Drive and Commerce Drive in 2015. This survey will be used as the basis of design. Stantec will design a system of pipes and ditches to provide a second outfall location for the pond located between 313 and 263 Commerce Drive in Pawleys Island, SC. The second outfall will divert water from the pond west along Commerce Drive to the west side of Pedigru.

SCOPE OF SERVICES/PROJECT APPROACH

1) Petigru/Tiller Drainage Improvements

a) Preliminary Design (35% Construction Documents)

Stantec will prepare 35% design documents utilizing the survey data provided by Georgetown County from PLS. The 35% Construction Documents will include the following:

- Title Sheet
- Note Sheet
- Existing Condition Sheet
- Demo Plan Sheet
- Grading and Drainage Plan Sheet to include pipe size and invert elevations
- Profile Sheet

Stantec assumes no wetlands are present and that during the 35% design stage and that Georgetown County will contact the USACOE - Conway District Office and request that they walk the site to confirm that no wetlands permit is required.



Reference: Drainage Improvements to Petigru Drive and Tiller Drive, Pawleys Island, SC

b) Easement Exhibits

Upon completing the preliminary design Stantec will prepare easement exhibits for the properties impacted by the proposed improvements. The easement exhibits will be 8.5" x 11" and show the required drainage easement for each TMS number affected.

c) Final Design Documents (100% Construction Documents) and Specifications

Upon receiving confirmation from Georgetown County that the easements are attainable for the proposed improvements Stantec will proceed to final construction documents. The 100% Construction Documents will include the following:

- Title Sheet
- Note Sheet
- Existing Condition Sheet
- Demo Plan Sheet
- Erosion and Sediment Control Sheet
- Grading and Drainage Plan Sheet to include pipe size and invert elevations
- Profile Sheet
- Detail Sheet
- Associated technical specifications. Stantec assumes that Georgetown County will provide the frontend specifications.

d) Permitting

Stantec will assist Georgetown County with submitting for the following permits:

- SCDHEC Bureau of Water, Coastal Division – NPDES coverage
- SCDHEC-OCRM – Coastal Zone Consistency (CZC)
- Georgetown County Public Works (MS4)
- SCDOT Encroachment Permit

Stantec assumes no wetlands are present and that during the 35% design stage Georgetown County will contact the USACOE - Conway District Office and request that they walk the site to confirm that no wetlands permit is required.

e) Bidding Services

Stantec will assist Georgetown County with bidding services. Bidding services will include the following:

- Preparation of Bid Documents to include Plans and Project Manual
- Attendance at one (1) Pre-Bid Meeting
- Responding to Request for Information (RFI's)



June 22, 2017
Ms. Tracy Jones
Page 3 of 4

Reference: Drainage Improvements to Petigru Drive and Tiller Drive, Pawleys Island, SC

f) Construction Administration and Close-Out (CA/CO) Services

Upon award of the site package Stantec will provide the following CA/CO services:

- Review of shop drawings
- Respond to Request for Information (RFIs)
- Review As-Built Drawings (provided by the Contractor) for storm drainage.
- Stantec will visit the site three times during construction, kick-off meeting, 50% completion and substantial completion.
- Submit Notice of Termination (NOT) to DHEC-OCRM. If the infrastructure is not constructed in substantial accordance with the Construction Plans, additional fees will be required to update or re-run any calculations based on the as-built condition.
- Stantec assumes that the County will review pay applications. If this service is requested and/or additional meetings or site visits are required they will be billed hourly.
- Stantec also assumes that the County will provide the required SWPPP inspections for the project.

PROPOSED FEE

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

Task	Fee
1 . Petigru Drive and Tiller Drive Drainage Improvements	
a. Preliminary Design	\$ 11,500
b. Easement Exhibits	\$ 2,500
c. Final Design Documents	\$ 22,000
d. Permitting	\$ 5,700
e. Bidding Services	\$ 5,400
f. CA/CO	\$ 8,500

Total: 55,600

SCHEDULE

All work under this contract will be completed within 180 days of the Notice to Proceed.

ACCEPTANCE

We appreciate the opportunity to offer these services to the County and look forward to working with you on this project. Terms of our services will be in accordance with our Current Signed Agreement with the County. If you have any questions, please don't hesitate to call me at (843) 740-6328.



June 22, 2017
Ms. Tracy Jones
Page 4 of 4

Reference: Drainage Improvements to Petigru Drive and Tiller Drive, Pawleys Island, SC

Sincerely,
STANTEC CONSULTING SERVICES INC

Bryan D. Kizer, PE
Senior Associate
bryan.kizer@stantec.com

Name: Mr. Ray Funnye
Title: County Engineer

Signature: _____

Date: _____
Approved by (Client)



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

Memorandum

To: Kyle Prufer
From: Ray C. Funnye, Director
Date: July 6, 2017
Re: Recommendation for Task Order #24 – Commerce – Tiller Drive
Drainage Improvement Project

A handwritten signature in blue ink, reading 'Ray C. Funnye'.

Georgetown County is requesting approval of Task Order #24 – Commerce – Tiller Drive Drainage Improvement Project between Georgetown County and Stantec Consulting Services for the amount of \$55,600.

We have found the pricing to be reasonable and the task order meets our needs.

The County is in need of Stantec Consulting Services to proceed with the design of drainage improvements of the Commerce Drive and Tiller Drive storm drain infrastructure. Flooding within the Commerce Drive commercial park, Commerce Drive, and Tiller Drive needs to be alleviated.

Based on the aforementioned, I recommend approval of Task Order #24– Commerce – Tiller Drive Drainage Improvement Project between Georgetown County and Stantec Consulting Services for the amount of \$55,600.

Item Number: 6.h
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

SECOND OCCURRENCE - Procurement #16-081, Grapple Boom Loader Truck for Solid Waste Collections

CURRENT STATUS:

The County's existing 2009 Freightliner Grapple Boom Truck (VIN 1FVM5CV29HAH3188) is scheduled for replacement under the Capital Equipment Replacement Plan (CERP). This unit will be declared as surplus and will be disposed in the manner found to be in the best interest of the County.

POINTS TO CONSIDER:

- 1) In the September 7, 2016 session, County Council approved the purchase of a new Freightliner Grapple Boom Truck from Triple T Freightliner of Florence, SC at a cost of \$203,804.00 tax inclusive.
- 2) It is the intent of this procurement to acquire a second hydraulically operated, telescoping Grapple boom trash loader; used in the collection of storm debris and oversize trash items such as discarded appliances, furniture, brush, leaves, building materials, etc. In this configuration, the loader is intended to be mounted directly behind the cab of a long wheelbase cab chassis, along with a trash dump body. This arrangement is intended to provide a complete, one man operated, turn-key system.
- 3) The provider has agreed to supply the County with a second unit at the same cost. The department recognized a blind spot for the operator on the delivered unit and has asked to place a fourth (4th) camera on the second unit. This item will add \$400, with all other costs remaining the same.
- 4) Additionally, the provider will alter the fabrication of the operator's access ladder and relocated the strobe lights on the outrigger booms at no additional cost.

FINANCIAL IMPACT:

This unit will be acquired as part of the Municipal Lease Purchasing Plan for a period of eight (8) years, as previously approved. Funding is available in G/L 499.307 50713 up to a total of \$217,855.00, and thus is fully funded.

OPTIONS:

- 1) Approve the purchase of a second 2017 or 2018 Freightliner M112 with Peterson DL3 Grapple Loader and Dump Bed as specified from Columbia Freightliner of Florence, SC for a total cost of \$204,404.00 (includes \$500 maximum cap SC Sales Tax); OR
- 2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

The Public Services Department and the Collections Division awaited the delivery of the first unit, and after introduction and training was complete, determined that the unit delivered was acceptable for the purpose intended. The department requested to move ahead with the second unit, adding only the fourth (4th) camera unit for added observation.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Bid 16-081 Solicitation Form, Second Occurrence	Backup Material
▣ DRAFT Purchase Order 2018-00000024	Backup Material



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

16-081, Second Occurrence

Procurement No.

~~XXXXXX~~

Dept: Collections

Procurement for:

Grapple Boom Truck, CERP FY18

Budgeted:

☒-YES ☐-NO

Budgeted/Estimated Cost: ~~\$219,459.00~~

217,855

FY 18

Funds Available:

☒-YES ☐-NO ☐-Pending Budget Transfer

☐-Cash Purchase

☒-Municipal Lease/Purchase Financing 8 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
502.307 50713	\$219,459.00 217,855
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

☐- New Acquisition Replacement: ☒- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model 2009 Freightliner/Amick Boom Truck

VIN/Serial No. 1FVM5CV29HAH3188

Clear Title on Hand: ☒YES ☐NO

If NO, identify bank holding lien:

Bank Currently Holding Title: _____

Department Director/Elected Official

Kariz Brangton

Budget Officer

[Signature]

Purchasing

Scott C. Prater

Finance Director

[Signature]

County Administrator

Date

6/26/17

Date

6/27/17

Date

6/27/17

Date

6/27/17

Date

**Bill To**

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

Ship To

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

Purchase Order

No. 2018-00000024

07/10/17

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

Vendor 1121388 TRIPLE T FREIGHTLINER, INC SC**Contact**

TRIPLE T FREIGHTLINER, INC CHS
ATTN: Buddy Howle
155 Farmington Road
Summerville, SC 29483

Deliver by**Ship Via**

VEND

Freight Terms

F.O.B: DESTINATION

Originator

Kyle Prufer

Resolution Number

Bid 16-081 - 2ND

Invoice Terms

N10

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
500.0000	\$/US	VEHICLE TAX		\$1.0000	\$500.00
<i>Item Description</i> SC Maximum Cap Sales Tax					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
502.307-50713 (Autos & Trucks)					100.00%
203904.0000	\$/US	VEHICLE, AUTO/TRUCK		\$1.0000	\$203,904.00
<i>Item Description</i> 2017 Freightliner M2 112 Grapple Boom Truck with 2017 Petersen					
<i>Detail Description</i> 2245 Body and 2017 Petersen DL3 Grapple Loader, per specifications and requirements in Bid #16-081 attached by addendum, including additional camera at \$400.00					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
502.307-50713 (Autos & Trucks)					100.00%

Level	Level Description	Date	Approval User
4	Purchasing	7/10/2017	Kyle Prufer

Subtotal	\$204,404.00
Sales Tax	\$0.00
Total Due	\$204,404.00

DRAFT

SIGNATURE

SIGNATURE

Special Instructions

THIS PURCHASE ORDER IS REFERENCED BY THE ATTACHED DOCUMENT AS AN ADDENDUM.

EMAIL TO: _____

COMPANY: _____

FROM: Georgetown County, SC Purchasing Office

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



MANDATORY BID SUBMITTAL FORM
Bid #16-081
REVISED Grapple Boom Truck for Environmental Services

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

- 1) Company Name: TRIPLE T FREIGHTLINER, STERLING AND WESTERN STAR, INC.
- 2) Item Cost:

Item No.	Quantity	Description	Unit Price	Total Amount
1.	1 each	Cab/Chassis with Grapple Boom Crane & Trash Dump Body, per bid specifications.	\$ 203,504	\$ 203,504
Cab/Chassis Year/Make/Model: 2017 FREIGHTLINER M2 112				
Cab/Chassis Warranty/Parts: 2 YEAR / UNLIMITED MILES ON CHASSIS, ENGINE IS SEPARATE				
Cab/Chassis Warranty/Labor: 2 YEAR / UNLIMITED MILES ON CHASSIS, ENGINE IS SEPARATE				
Crane Year/Make/Model 2017 Petersen DL3 Grapple Loader				
Crane Warranty/Parts: 3yr Structural / 1yr Complete / 2yr Pump & Valve				
Crane Warranty/Labor: 3yr Structural / 1yr Complete / 2yr Pump & Valve				
Body Year/Make/Model: 2017 Petersen 2245				
Body Warranty/Parts:				
Body Warranty/Labor:				
SUB-TOTAL AMOUNT BID			\$ 203,504	

- 3) SC Sales Tax: Permit # 021316498 Amount: \$ 300.00
This purchase is subject to: **\$300 SC maximum cap sales tax**
If your company is authorized to collect SC Sales Tax, place your SC Sales Tax Permit Number and the amount of tax to be collected on the line above, otherwise write "NO" in both line items.
- 4) **Total Bid Cost (Lines 2+3):** \$ 203,804
- 5) Bid cost must remain valid ninety (90) days from bid opening date.
- 6) Delivery Date, or number of days for delivery after receipt of order: UP TO 240 DAYS
90 DAYS FOR CHASSIS / 120 - 150 DAYS FOR BODY

7) **AUTHORIZED SERVICE CENTERS**

Please indicate authorized service center facility location, contact person, telephone and fax number.

CAB CHASSIS

TRIPLE T TRUCK CENTERS	Contact Person	BOB COX
190 WEST FREIGHT ROAD	Telephone No.	843-413-0801
FLORENCE, SC 29501	Fax No.	843-413-0701

CRANE

AMICK EQUIPMENT	Contact Person	RYAN AMICK
227 GLASS MASTER ROAD	Telephone No.	800-922-3795
LEXINGTON, SC 29072	Fax No.	803-808-6410

BODY

AMICK EQUIPMENT	Contact Person	RYAN AMICK
227 GLASS MASTER ROAD	Telephone No.	800-922-3795
LEXINGTON, SC 29072	Fax No.	903-922-6410

8) Seller's Contact Address: 190 WEST FREIGHT ROAD
FLORENCE, SC 29501

9) Contact Person BUDDY HOWLE OR DAVID FOSTER

10) Telephone Number 843-413-0801 Fax Number 843-413-0701

11) E-Mail address buddy.howle@wemeantrucks.com or david.foster@wemeantrucks.com

12) Remittance Address: 190 WEST FREIGHT ROAD
FLORENCE, SC 29501

13) Accounting Contact MINDY MURPHY

14) Telephone Number 910-675-0112 Fax Number 910-675-8263

15) E-Mail address mindy@wemeantrucks.com

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

☒ Yes ☐ No

- 17) Acceptance of Invitation for Bid Content: The contents of the successful IFB may be included as contractual obligation in applicable clauses of the contract; therefore, the selected contractor must be prepared to be bound by his proposal.

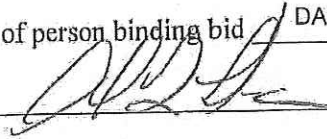
- 18) **RENEWAL OF CONTRACT**

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

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

- 20) The lowest or any proposal will not necessarily be accepted and the County reserves the right to award any portion thereof. I/We, the undersigned, hereby confirm that all the above noted documents for Request for Proposal No. 16-081 were received.

- 21) Printed Name of person binding bid DAVID FOSTER

- 22) Signature 

- 23) Date 8-29-2016

NOTE: THE ENTIRE IFB PACKET NEED NOT BE RETURNED. Please be sure to provide the requested number of copies of all offeror provided attachments. Thank you.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXCEPTIONS PAGE

MANDATORY BID SUBMISSION FORM

List any areas where you cannot or will not comply with the specifications or terms contained within the bid documentation.

NOTATIONS ARE MADE THROUGHOUT THE BID PACKAGE EXPLAINING DIFFERENCES AND SUGGESTIONS.

C. SPECIAL CONDITIONS FROM PAGE 3

10) TRIPLE T TRUCK CENTERS OFFER WARRANTY AND ALL TYPES OF SERVICE AT OUR FLORENCE AND SUMMERVILLE, SC STORES, ALONG WITH OUR STORE IN WILMINGTON, NC. WE WILL NOT BE ABLE TO PROVIDE FREE PICK UP AND DELIVERY OF THE TRUCK IN THE EVENT OF NEEDING WARRANTY REPAIRS.



**SUBSTITUTE FOR FORM W-9
MANDATORY BID SUBMISSION FORM**

Pursuant to Internal Revenue Service Regulations, you must furnish your Taxpayer Identification Number (TIN) to Georgetown County. If this number is not provided, you may be subject to a 28% withholding on each payment.

INDIVIDUAL OR OWNER'S NAME

(Sole Proprietor Must Provide Individual Name along with Business Name)

LEGAL BUSINESS NAME (d/b/a): TRIPLE T FREIGHTLINER, STERLING AND WESTERN STAR, INC

ADDRESS: (190 WEST FREIGHT ROAD
(FLORENCE, SC 29501
(_____

9 DIGIT TAXPAYER IDENTIFICATION NUMBER (TIN)

(Individual Must Provide SS#; Sole Proprietorship may provide SS# or EIN#)

Social Security Number _____ - _____ - _____
Employer Identification Number 2 6 - 1 5 6 5 5 1 1

BUSINESS DESIGNATION

- ☐ Individual, Sole Proprietor, or Single-Member LLC ☒ C-Corporation
☐ S-Corporation ☐ Partnership
☐ Trust/Estate ☐ Governmental Entity
☐ Non-Profit Organization/501(a) ☐ Other: _____
☐ Limited Liability Company: C = Corporation S = S Corporation P = Partnership
(Must Circle the appropriate Tax Classification)

Exempt Payee Code (if any): _____

(Exemption codes apply only to certain entities, not individuals; IRS W-9 instructions, page 3):

PRINCIPAL BUSINESS ACTIVITY (List Type of Service or Product Provided):

☐ MEDICAL SERVICES PROVIDER ☐ ATTORNEY/LEGAL SERVICES PROVIDER

CERTIFICATION Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person; and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid back-up withholding.

Signature: [Signature]

Date 8-29-2016



**RESIDENCE CERTIFICATION
FOR LOCAL PREFERENCE**

MANDATORY VENDOR SUBMITTAL FORM

WHEREAS, Georgetown County Council desires to further its support of local businesses when awarding contracts for the provision of supplies and construction services to the County through its established procurement procedures.

THEREFOR pursuant to Georgetown County, SC Ordinance #2014-02 as adopted, §2-50 Local Preference Option, the Georgetown County Purchasing Officer requests each offeror provide Residence Certification. The Local Preference Option provides some restrictions on the awarding of governmental contracts; provisions of which are stated below:

Sec 2-50. Local Preference Option

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 \$10,000 or more; (b) the vendor has a physical business address located and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.
3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by § 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.

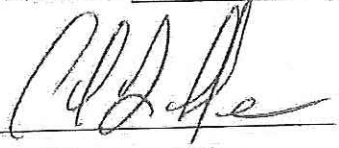
☐ I certify that [Company Name] _____ is a

Resident Bidder of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is _____ [City and State].

☒ I certify that [Company Name] TRIPLE T FREIGHTLINER, STERLING AND WESTERN STAR, INC.

Non-Resident Bidder of Georgetown County as defined in Ordinance #2014-02, and our principal place of business is FLORENCE AND SUMMERVILLE, SC [City and State].

(X)


Signature of Company Officer

[The remainder of this page intentionally left blank.]



Bid #16-081

Grapple Boom Loader Truck for Solid Waste Collections
"REVISED" Mandatory Technical Specification Checklist

NOTE: All bidders shall respond to each category below and check yes if you comply to all items as specified in the text and no if you cannot. Any "no" responses or deviations shall be explained in the space provided.

Chassis Year/Style: 2016 or Newer Commercial Conventional Cab Truck

Comply? ☒ Yes ☐ No 2017 YEAR MODEL FREIGHTLINER MODEL M2 112

Air Conditioner: Factory installed integrated A/C, heater, dual defrost, R134a refrigerant.

Comply? ☒ Yes ☐ No

Alternator: 130 amps or greater.

Comply? ☒ Yes ☐ No EXCEEDS WITH 160 AMP

Axles: Front: 20,000 Lb. minimum, taper leaf springs, and shocks.

Rear: 46,000 Lb. minimum, helper springs and auxiliary on tandem axle assembly.

Comply? ☒ Yes ☐ No

Backup Alarm: To be provided and installed, "Brigade White Sound" Electric, and shall be activated when the truck is put into reverse.

Comply? ☒ Yes ☐ No PRECO 1040 87 DB TO 112 DB AUTO SELF ADJUSTING

Backup Camera: To be provided and installed; activated when the truck is put into reverse. Min. 8" colored monitor viewable from driver's seat forward position.

Comply? ☒ Yes ☐ No CAMERA SYSTEMS INCLUDED WITH PETERSON BODY PRICE.

Camera: Interior and front facing camera with evident recording capable and GPS. GPS must be capable with Intouch GPS Service provider ; shall be activated upon collision and other predetermined event. GPS must be equipped with PTO engagement feature. 3 CAMERA DVR SYSTEM WITH COORDINATING GPS RECORDER.
Comply? ☒ Yes ☒ No DOES NOT INTEGRATE WITH "INTOUCH" GPS SYSTEM OR PTO ENGAGEMENT FUNCTION.

Brakes: 16.5" x 7" rear, 16.5" x 5" front. Full air S-Cam type, ABS, with minimum 13 cubic foot per minute compressor with spring loaded rear wheel parking brakes, and adequate reservoir tank. Emergency equipment shall include low-pressure buzzer and warning lights. Brake system to be equipped with heated air dryer with automatic moisture ejector, or equal. QUOTE.

Comply? ☒ Yes ☐ No EXCEEDS REAR 16.5 X 8.62

Engine Brake: Exhaust engine brake.

Comply? ☒ Yes ☐ No

Bumper: Painted black heavy-duty front with (2) tow hooks mounted to chassis.

Comply? ☒ Yes ☐ No BUMPER IS GRAY, TOW HOOKS ARE REMOVABLE

Cab to Axle Dimension: Manufacturer's standard to accommodate body.

Comply? ☒ Yes ☐ No

Cab: To be equipped with tilt type hood, stationary grille, passenger and driver side grab handles on doors, tinted glass all around, passenger door lower window, door mounted downview mirror, dome light, headliner, dual sun visors, and arm rests.

Comply? ☒ Yes ☐ No _____ NOTE - GRILL IS HOOD MOUNTED

Color: White cab.

Comply? ☒ Yes ☐ No _____

Electrical: Dual 12-volt top stud batteries, 1800 combined cold cranking amps, frame mounted. A remote positive battery post with cover shall be conveniently located for maintenance personnel. A five-way switch shall be provided for body builder. All wiring on truck and body to be soldered and waterproof sealed or approved equal.

Comply? ☒ Yes ☐ No _____ EXCEEDS - BATTERIES TO HAVE 2250 CCA

Engine: Cummins ISL diesel, 380HP and 1250 Ft/LB torque, or approved equal. Low oil and high temperature warning buzzer or bell.

Comply? ☒ Yes ☐ No _____

Exhaust: Horizontal. Mounted under the frame and extended at least five (5) feet past cab. .

Comply? ☒ Yes ☐ No _____

Filters: To be equipped with full-flow oil filters, fuel filters, water filters, two-stage dry type air filters with dash mounted restriction gauge.

Comply? ☒ Yes ☐ No _____

Frame: Heavy-duty full length reinforced at factory, (double frame), extended to end of frame rail.

Comply? ☒ Yes ☐ No _____

Fuel Tank: Approximately 80 gallons. Step type.

Comply? ☒ Yes ☐ No _____

DEF Tank: 10 Gallons

Comply? ☒ Yes ☐ No _____ EXCEEDS WITH 13 GALLON DEF TANK

Gauges: Oil/air pressure, water temperature, fuel, volt, RPM, DEF level.

Comply? ☒ Yes ☐ No _____

General: To include all standard factory equipment not specifically mentioned as furnished by the manufacturer. Truck must meet all presently required OSHA/Federal standards.

Comply? ☒ Yes ☐ No _____

GVWR: Factory plated 74,000 Lbs.

Comply? ☒ Yes ☐ No _____

Horns: Air and electric.

Comply? ☒ Yes ☐ No _____

Keys: Three sets required.

Comply? ☒ Yes ☐ No _____ 4 KEYS PROVIDED

Lights: Daytime running lights included.

Comply? ☒ Yes ☐ No _____

Manuals:

One (1) complete technical service and repair. UNLIMITED AVAILABLE ONLINE

One (1) complete technical service and repair (digital) UNLIMITED AVAILABLE ONLINE

One (1) complete Cab/Chassis manual. UNLIMITED AVAILABLE ONLINE

One (1) complete Cab/Chassis manual (digital) UNLIMITED AVAILABLE ONLINE

Two (2) complete operator. 1 PRINTED IN CAB, UNLIMITED AVAILABLE ONLINE

One (1) complete operators (digital) UNLIMITED AVAILABLE ONLINE

Comply? ☒ Yes ☒ No _____ PLEASE SEE NOTES ABOVE

Mirrors: Heated both sides outside cab and 8" inch convex mirror on each side. Right and Left Mirror shall be 4-way power motorized (MOTO or equal). Dash mounted and labeled switch.

Comply? ☒ Yes ☐ No _____ BODY COMPANY INSTALLED

Mud Flaps: Shall be installed by manufacturer or awarded vendor.

Comply? ☒ Yes ☐ No _____

Power Take-Off (PTO): Cab and chassis shall provide room for PTO and pump installation. Body builder wiring package to include PTO programming provisions. PTO throttle Advance shall be programmed to 1400 RPM. PTO Type must be Hot Shift PTO on Allison Transmission.

Comply? ☒ Yes ☐ No _____

Radio: Factory installed AM/FM with Bluetooth connectivity, speakers and clock.

Comply? ☒ Yes ☐ No _____

Safety: One (1) 10 Lb. ABC fire extinguisher externally mounted with metal bracket, and One (1) pair DOT triangles. One 18"x18"x 36" (minimum) toolbox.

Comply? ☒ Yes ☐ No _____ PROVIDED BY BODY COMPANY

Seats: Drivers seat shall be air ride, high back, Two- (2) passenger seat shall be standard low back. Medium gray vinyl. Seat belts must be installed on both driver and passenger side.

Comply? ☒ Yes ☐ No _____

Signals: Body and cab to have all necessary signals for safe operation, to include turn, brake, back up, and emergency. LED lighting to be provided on all rear taillight areas of vehicle and body front and side clearance/marker lights.

Comply? ☒ Yes ☐ No _____ PROVIDED BY BODY COMPANY

Steering: Power steering. Tilt wheel.

Comply? ☒ Yes ☐ No _____

Tires, Monitoring System: Internal tire sensors, on-dash display, low pressure alarm and datalogging feature.

Comply? ☒ Yes ☐ No _____ FREIGHTLINER PDI CENTER INSTALLED

Tires, Front: (2) Goodyear Waste-Handler (high traction) Dura Seal Endurance Tires, 315/80R22.5 tubeless with heavy-duty hub piloted wheels to meet vehicle GVW rating. 8.25" rims.

Comply? ☒ Yes ☐ No _____ THESE TIRES REQUIRE 9 INCH WHEELS THAT ARE INCLUDED

Tires, Rear: (10) Goodyear Waste-Handler (high traction) Dura Seal Endurance Tires 11 R22.5 ~~XDY2~~ tubeless with heavy-duty hub piloted wheels to meet vehicle GVW rating. 8.25" rims.

Comply? ☒ Yes ☐ No _____ TAG AXLE WILL HAVE 9" WHEELS AND 315/80R22.5 TIRES TO MATCH STEER AXLE

Transmission: Allison Automatic Model 4500RDS (minimum) with Hot Shift PTO provision. To be factory filled per transmission manufactures specifications with synthetic fluid.
Comply? ☒ Yes ☐ No _____

Wipers: Dual two-speed electric, intermittent, with washer.
Comply? ☒ Yes ☐ No _____

LOADER & BODY SPECIFICATIONS

GENERAL

The loader shall be designed for the collection of white goods, yardwaste and debris materials. Boom must be capable of reaching out 20 feet. To be designed as a one-person operation. The loader assembly is to be mounted at the back of the chassis cab and the front of the dump body. The loader shall lift and load material through the use of main boom, jib boom, extendable tip boom, and rotating trash bucket. The loader shall be stabilized with two (2) four-way adjustable outrigger assemblies. Material will be loaded into the trash dump body, hydraulically and grapple unloaded.

A labeled "Boom Clearance" sensor light in cab shall warn the operator if there is excessive boom height during travel.
Comply? ☒ Yes ☐ No _____

BUCKET FEATURES

All-purpose 1 yd. or greater clamshell design, minimum 5 feet open width. Replaceable bolt-on bucket blades made of high impact tempered steel. Anti-scalping bucket sides are pivot mounted to provide a horizontal closing action rather than a vertical digging motion. No hoses below bucket rotator.
Comply? ☒ Yes ☐ No TRASH BUCKET 48" X 60", 3/4 YARD. SLIGHTLY LARGER DUAL CYLINDER BUCKET AVAILABLE.

BOOM CONNECTION POINTS

Boom connection points must be equipped with replaceable cast nylon or bronze bushings and a 2 in. bolt with castellated nut to prevent spreading of the connection pivot point.
Comply? ☒ Yes ☐ No _____

BOOM CONSTRUCTION

Main boom to be comprised of two each 4 in. x 8 in. x 3/8 in. thick high tensile steel tubes connected to each other only at their center line to allow a shock absorbing flexing action of the boom. Main boom hydraulic cylinder must have a minimum of 1200 psi down pressure for compacting loads.

Tip boom to have an extendible/retractable telescopic section controllable from the operator's platform. Must have mechanical stops to prevent cylinder stress. The inner and outer sleeves of the telescopic section must be separated by replaceable cast nylon wear blocks on all sides to prevent metal-to-metal wear. Hydraulic hoses for the telescopic section must be enclosed in steel box for protection. No exposed tip extension hoses shall be permitted.
Comply? ☒ Yes ☐ No _____

COLOR

Loader to be painted standard color.
Comply? ☒ Yes ☐ No LOADER PAINTED PI SAFETY ORANGE UNLESS OTHERWISE SPECIFIED.

LIFT CAPACITY

Load radius is measured from the center of boom rotation to the center of the bucket rotation. Capacities shown must not exceed 85% of vehicle tipping moment, with outriggers fully extended on firm, level ground. *Weight of bucket and/or attachments to boom must be subtracted from lift capacities shown.

Boom Radius	Lift Capacity
10 ft.	7,100 lbs.
16 ft.	4,400 lbs.
20 ft.	3,200lbs.

Comply? ☒ Yes ☐ No _____

LOADER SYSTEM MANUALS

One (1) complete technical service and repair.
 One (1) complete technical service and repair (digital).
 One (1) complete parts manual.
 One (1) complete parts manual. (digital)
 One (1) complete operator.
 One (1) complete operator (digital).

Comply? ☒ Yes ☐ No _____

PEDESTAL ASSEMBLY

To be an open A-frame type to allow flexing under repeated load shocks. Total height must not to exceed 8 ft. from the mounting plate to the top of pedestal/main boom connection point.

Spindle to be single piece high strength solid steel (ASTM 4140) turning in (ASTM-D4020-81) cast nylon bearings. Welded spindle/head assembly is to be stress relieved prior to installation.

Boom rotation is to be accomplished by a direct drive 270 degree planetary gearbox with radial piston hydraulic motor, with a maximum torque rating of 250,000 in.-lbs. This enclosed gearbox must be 100% oil bath which eliminates the lubrication labor and the metal-to-metal wear. To prevent spindle bending moments from being transmitted to enclosed gearbox, the gearbox must be mounted by means of a torque arm assembly.

Comply? ☒ Yes ☐ No _____

STRUCTURAL

A-frame pedestal design allows flexing under repeated load shocks. Replaceable Cast Nylon Bushings used in head assembly. Head assembly is stress relieved. Reinforced connection points with hardened pins and replaceable bushings. Counterbalance valves used on all boom cylinders and pilot operated check valves used on vertical outrigger cylinders.

Comply? ☒ Yes ☐ No _____

WARRANTY

Three (3) year major structural, one (1) year hydraulic system, and two (2) years on hydraulic pumps and valve body. Successful bidder shall pay for all transportation costs of warranty parts to and from Georgetown County during the warranty period and any travel time/mileage/labor for maintenance personnel to come on site or pick up/deliver unit. If not repairable in Georgetown County, the successful bidder shall make arrangements for pick up and delivery of entire unit at no cost to the County. A written statement describing the warranty shall be included with the bid.

Comply? ☒ Yes ☐ No _____

TRAINING (Operator)

Bid #16-082, Addendum 01

Georgetown County, South Carolina

Page 8 of 11

A minimum 6 hours on-site (Georgetown County Environmental Services) routine maintenance and operational training by a factory trained technician.
Comply? ☒ Yes ☐ No _____

OUTRIGGERS

The loader shall be equipped with 4-way adjustable hydraulic stabilizers. The stabilizers shall have independent controls that allow for intermittent in/out and up/down adjustment. Outriggers are to be controlled in/out and up/down via air over hydraulics with toggle switch controls. Each outrigger to have a LED strobe light installed on top that telescopes with outrigger. Outriggers pad 18" x 18" x 5/8".

Comply? ☒ Yes ☒ No BID INCLUDES OUTRIGGER PADS BUT AMICK DOES NOT SUGGEST THEM. OPTIONAL DEDUCT AVAILABLE. OUTRIGGERS ARE NOT AIR OVER HYDRAULIC, MECHANICAL HYDRAULIC CONTROL

HYDRAULIC POWER TAKE-OFF

Hot Shift PTO to be directly coupled to the chassis transmission. To include over speed protection – (Audible alarm at 10 mph and PTO shutdown at 15 mph), PTO engagement light mounted on drivers gauge cluster. EXCEPTION: PTO AUTOMATICALLY DISENGAGES WHEN TRUCK SHIFTS INTO DRIVE.

Comply? ☒ Yes ☒ No ADDITIONAL WARNING LIGHTS AND PROGRAMMING NOT NECESSARY.

HYDRAULIC COMPONENTS

Hydraulic tank to be 30 gallon with service cut-off ball valves, sight gauge, recessed 3/8" recessed dipstick, thermometer, spin-on replaceable air filter to be mounted on side of hydraulic tank and include a non-vented filler cap. Control Valve to be stack type with port relief. Counter balance valves to be installed on main boom and tip boom to prevent collapse in case of hydraulic failure. Pump to be a single, direct mount, gear type. Main relief pressure to be set at 1,800 PSI.

Comply? ☒ Yes ☒ No EXCEED - 40 GALLON HYDAULIC TANK
EXCEPTION - MAIN RELIEF IS SET AT 2,400 PSI

OPERATOR CONTROLS

Operator station located on a stationary platform above the truck cab with padded seat to provide good visibility of the loading area and of the inside of the dump body. Two mechanical six function joysticks located on either side of the operator seat control loader operation. Outrigger controls are located to the left of the operator seat Body dump controls are located inside the chassis cab.

Comply? ☒ Yes ☐ No _____

TRASH DUMP BODY

- 22 feet, 45 cubic yard capacity, hydraulic dump body
- 3/16" Hardox JX450 steel plate floor (Brand Name or Equal),
- 8' structural channel with 1/4" plate angled from bottom of 8" channel to bottom of floor plate
- headboard 10 gauge steel continuously welded to the floor, welded to loops on front to hold tools
- 1/8" Body Sides Hardox HX450 steel continuously welded to floor,
- 1/8" Hardox HX450, Barn Door positive locking mechanism on top and bottom, 3 hinges per door
- Underbody work lights
- Electric Self Winding Load Covering Device w/ (6) remotes

Comply? ☒ Yes ☒ No BODY COMPLIES WITH ABOVE SPECS, WITH THE FOLLOWING EXCEPTIONS:
NO REMOTE FOR TAPER, SWITCH MOUNTED ON BODY, CURBSIDE.

NOTE - WORKLIGHTS - 2 MOUNTED CURBSIDE. IF COUNTY WOULD PREFER, THESE WORKLIGHTS TO BE MOUNTED STREETSIDE INSTEAD, PLEASE SPECIFY ON PO.

STROBE LIGHT

LED Strobe light to be wired to a single, in-cab switch.

Comply? ☒ Yes ☐ No STROBE MOUNTED ON LOADER HEAD. REAR LED FLASHERS IN BODY CORNERS ALSO INCLUDED.

COLOR

Body exterior/interior shall be primed and painted green.

Comply? ☒ Yes ☐ No BID INCLUDES PI GREEN - PAINT SAMPLE AVAILABLE.

IF COUNTY WANTS BODY PAINTED BLACK, DEDUCT AVAILABLE.

DELIVERY:

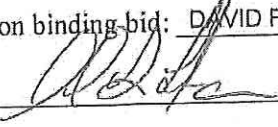
Delivery date of complete ~~Truck~~ ^{Truck} with Mounted Loader unit to Georgetown County at a agreed upon location shall be provided

Comply? ☒ Yes ☐ No CHASSIS 90 DAYS, BODY 120 - 150 DAYS - UP TO 240 DAYS TOTAL AFTER ORDER

NOTE: Georgetown County reserves the right to require bidder(s) to provide a demonstration piece of equipment as described within this text. The demonstration shall provide adequate time span to allow evaluation by the using department and Equipment Services. The equipment demonstration shall be made under actual working conditions using County personnel as operator(s).

Name of Company: TRIPLE T FREIGHTLINER, STERLING AND WESTERN STAR, INC

Printed Name of person binding bid: DAVID FOSTER

Signature: (X) 

Date: 8-29-2016

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



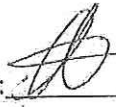
ADDENDUM ACKNOWLEDGEMENT

Bid #16-081

Grapple Boom Loader Truck for Solid Waste Collections Mandatory Submittal Form

To be returned with the final proposal submission to Georgetown County.

COMPANY NAME: _____

- | | | |
|-------------------------------------|--------------------------------------|---|
| <input checked="" type="checkbox"/> | Addendum #1 Received Date: 8-25-2016 | Initialed By:  |
| <input type="checkbox"/> | Addendum #2 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #3 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #4 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #5 Received Date: _____ | Initialed By: _____ |
| <input type="checkbox"/> | Addendum #6 Received Date: _____ | Initialed By: _____ |

If your Bid submission has already been mailed, acknowledgment may be provided by faxing this form to (843)545-3500, or attaching a digital scan and sending by e-mail.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



Thank you for the opportunity to present this equipment. Feel free to contact me with any questions or concerns.

<u>Description</u>	<u>Price</u>
Petersen DL3 Grapple Loader Paint: Orange Boom / Green Body Includes all standard equipment, as well as the following options:	\$ 93,466.00

Petersen DL3 Grapple Loader
Stationary Over Cab Operators Station with padded seat
Joystick Controls
HD Swing Motor - 3x the Swing Torque as original motor
Extended Pedestal
Standard 60" Waste Bucket
Outrigger Pads
HDHI Outrigger Strobes
LED Flashers in Rear Corner Posts
Strobe over cab

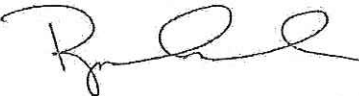
2245MHX Trash Body - Extreme Duty HARDOX Construction
Paint - Standard Petersen Industries "GREEN" - Paint chip available upon request.
Electric Self Winding Load Covering Device
Toolbox 18x18x48
LED Body Lighting Pkg.
Fire Extinguisher 10lbs
Under Body work lights - MOUNTED CURBSIDE
3 Camera System with DVR / GPS capability. Includes installation. 8" Color Monitor
- Includes 3 cameras: forward facing, driver facing and rear facing cameras
Parts & Service manual - 1 Hard Copy + 1 CD Copy
Operator's manual - 1 Hard Copy + 1 CD Copy
2 Year Warranty - Pump and Valves

PLEASE NOTE: TRUCK DEALER RESPONSIBLE FOR PROVIDING 13k STEERABLE TAG STYLE LIFT AXLE
PLEASE NOTE: CAB TO AXLE = 170" EFFECTIVE CA. TAG AXLE POSITIONED ACCORDING TO DIAGRAM ATTACHED

Subtotal: \$ 93,466.00
Sales Tax:
TOTAL: \$ 93,466.00

Expiration: N/A

Quoted By:


Ryan Amick, Sales Representative

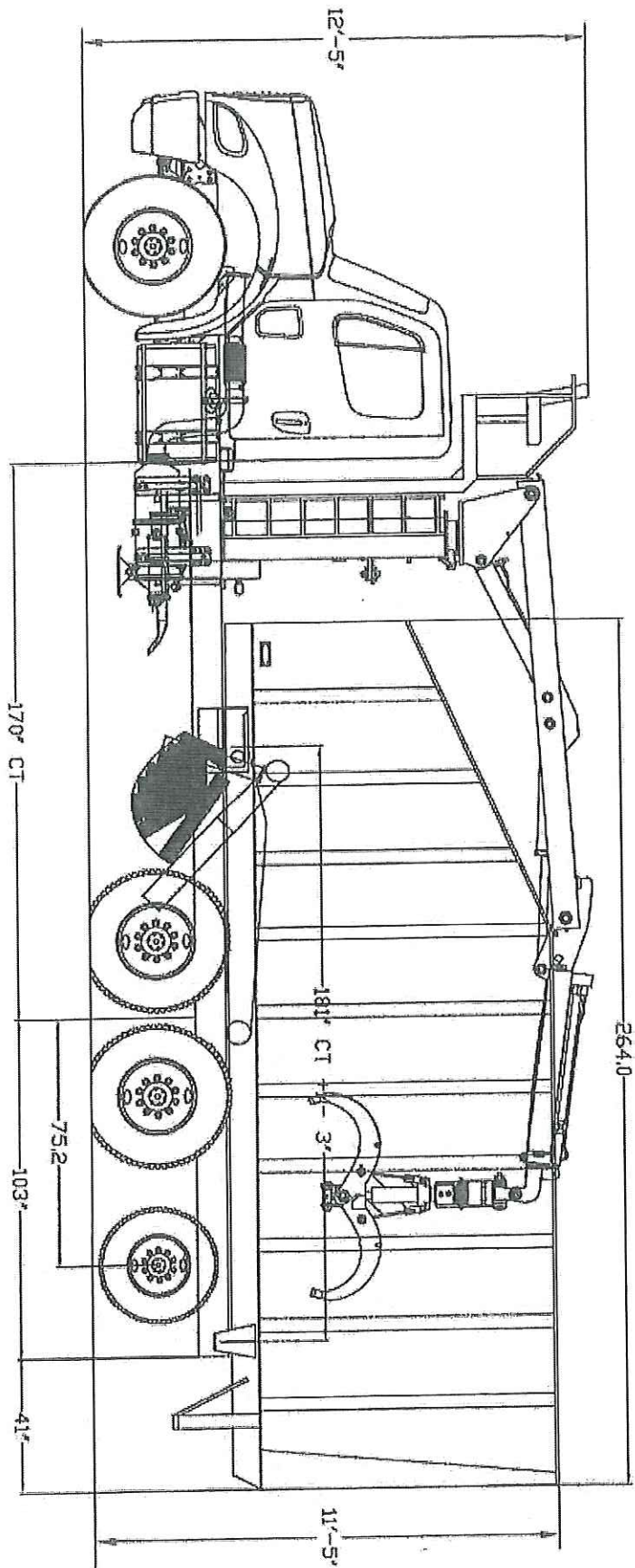
Production & Delivery Estimate: Feb/March 2017
Date: 8/25/16

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible. TAXES: Unless itemized above, prices do not include local, state or federal taxes.
DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck and/or body production schedules as well other factors such as transportation delays, etc. WEIGHT RESTRICTIONS: Operating overweight equipment can result in fines, damage to equipment or injury to operators. Amick Equipment makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

Additional Options Available

Add/Deduct Description

\$ (2,290.00)	DEDUCT: Substitute Standard 2245TBH Body in lieu of HARDOX Body
\$ (295.00)	DEDUCT: REMOVE Outrigger pads
\$ (810.00)	DEDUCT: Self winding window shade style tarper
\$ (440.00)	DEDUCT: Change green dump body paint to standard gloss black.
\$ (980.00)	DEDUCT: Remove towing component from body warranty.
\$ (1,275.00)	DEDUCT: Remove 2 year pump & valve warranty
\$ 1,180.00	ADD: Upgrade paint to custom color matched green body paint, ILO standard PI Green.
\$ 1,250.00	ADD: Upgrade to Petersen Big Bit Bucket - 50% larger waste grapple
\$ 310.00	ADD: Body Ladder
\$ 290.00	ADD: Steel mud flaps in front of rear wheels
\$ 950.00	ADD: Rear proximity detection system integrated into camera system - Includes audible and visual proximity detection when truck in reverse.
\$ 375.00	ADD: Intouch GPS Receiver - Wired in version, installed in cab



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-14M	M2 PRL-14M (EFF:10/05/15)			STD
Data Version				
DRL-039	SPECPRO21 DATA RELEASE VER 039			N/C
Vehicle Configuration				
001-175	M2 112 CONVENTIONAL CHASSIS	8,244	6,126	\$140,803.00
004-217	2017 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-001	REFUSE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-003	DRY BULK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1AF	FREIGHTLINER LEVEL III WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A69-99D	EXPECTED TAG AXLE(S) LOAD : 20000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 86000.0 lbs			



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
Truck Service				
AA3-004	END DUMP BODY			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
Engine				
101-2XP	CUM ISL 380 HP @ 1900 RPM, 2100 GOV RPM, 1250 LB/FT @ 1400 RPM	-850	-70	(\$3,975.00)
Electronic Parameters				
79A-075	75 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
Engine Equipment				
99C-016	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG17 BUT NOT FINAL GHG17 CONFIGURATION			N/C
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			\$106.00
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-098	(2) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 2250 CCA THREADED STUD BATTERIES	-50	-10	(\$185.00)
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB			STD



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4		\$140.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20		N/C
* 016-1F8	RH INBOARD FRAME MOUNTED HORIZONTAL DPF AND SCR WITH HORIZONTAL TAILPIPE	-30	-50	(\$1,327.00)
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-052	RH STANDARD HORIZONTAL TAILPIPE			STD
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	35	10	\$105.00
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			\$17.00
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE			N/C
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C
120-008	PENRAY NEED RELEASE WATER FILTER			\$208.00
N 266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-20		N/C
103-036	ANTIFREEZE TO -34F, ETHYLENE GLYCOL PRE- CHARGED SCA HEAVY DUTY COOLANT			\$10.00
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD

Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			N/C
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-10		N/C
Transmission				
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	210	60	\$21,368.00
Transmission Equipment				
343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS			N/C
84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			N/C
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84F-000	ENHANCED CONVERTER LOAD RELEASE - DISABLED, AVAILABLE FOR ALL PRODUCT FAMILIES ONLY			N/C
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			N/C
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE			N/C
84N-000	NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED			N/C
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			N/C
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB			\$43.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$38.00



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
362-158	CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			N/C
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			N/C
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			N/C
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			N/C
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			N/C
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			N/C

Front Axle and Equipment

400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210		\$3,456.00
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			STD
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR	5		N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE			STD

Front Suspension

620-025	20,000# TAPERLEAF FRONT SUSPENSION	200		\$1,509.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS			STD
410-001	FRONT SHOCK ABSORBERS			STD



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
Rear Axle and Equipment				
420-103	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		420	\$3,652.00
421-430	4.30 REAR AXLE RATIO			\$147.00
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40	\$533.00
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			STD
878-019	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES			STD
87A-001	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			STD
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		20	\$251.00
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-019	ASPHALT SPREADER CLEARANCE REAR BRAKE GEOMETRY			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS			STD
426-075	HALDEX GOLDSEAL LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			\$88.00
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE			STD
Rear Suspension				
622-1CJ	HENDRICKSON RT463 REAR SUSPENSION @ 46,000#		780	\$2,032.00
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
624-011	52 INCH AXLE SPACING		20	N/C
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS			N/C
623-005	FORE/AFT CONTROL RODS			N/C
Pusher / Tag Equipment				
* 035-1C4	HENDRICKSON SC20 COMPOSILITE 20,000# AIR LIFT STEERABLE TAG SUSPENSION, 16.5X6 BRAKES AND FL1 AXLE		1,850	\$12,142.00



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
* 443-1E7	HENDRICKSON SC20/SCO20 20,000# FL1 STEERABLE 16.5X6 BRAKE INTEGRAL TAG AXLE			N/C
874-015	(1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE			N/C
87F-005	REVERSE LIFT AXLE WIRING WITH LAST STATE RETENTION WITH IGNITION OFF			N/C
896-014	AIR PIPING FOR (1) LIFT/NON-LIFT AXLE WITH REGULATOR CHASSIS MOUNTED			N/C
456-1AF	HENDRICKSON 16.5X6 CAST SPIDER CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING			N/C
448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS			N/C
442-021	SKF SCOTSEAL PLUS XL PUSHER/TAG OIL SEALS			N/C
444-002	STEMCO ALUMINUM VENTED PUSHER/TAG HUB CAPS WITH WINDOW AND CENTER PLUG, OIL			N/C
445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS			N/C
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS			N/C
* 626-1G5	HENDRICKSON SC20 COMPOSILITE 20,000# STEERABLE AIR LIFT TAG SUSPENSION			N/C
627-005	51 INCH AXLE SPACING PUSHER/TAG			N/C
Brake System				
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-021	(2) 3-4.5 PSI RELAY VALVES, ONE FOR TANDEM AXLE AND ONE FOR PUSHER/TAG			N/C
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$63.00
477-003	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER - WET TANK			\$85.00
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			STD
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE			STD
Wheelbase & Frame				
545-620	6200MM (244 INCH) WHEELBASE			N/C
* 546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	400	280	\$1,268.00
* 547-016	STEEL FRAME INSERT (11/32 INCH FULL LENGTH C-CHANNEL)			\$2,537.00
552-015	2625MM (103 INCH) REAR FRAME OVERHANG			N/C
55W-010	FRAME OVERHANG RANGE: 101 INCH TO 110 INCH	-70	310	N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 178.45 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 175.45 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 377.12			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 178.45 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 15.45 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 105.34 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS			STD
558-033	REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME	25		\$99.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD

Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
Fuel Tanks				
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10		\$148.00
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			N/C
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15		STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			
Tires				
093-1U2	GOODYEAR G289 WHA DURASEAL 315/80R22.5 20 PLY RADIAL FRONT TIRES	94		\$1,072.00
094-2JA	GOODYEAR G731 MSA DURASEAL 11R22.5 16 PLY RADIAL REAR TIRES		168	\$2,232.00
095-1R8	GOODYEAR G289 WHA 315/80R22.5 20 PLY RADIAL PUSHER/TAG TIRES		86	\$2,246.00
Hubs				
418-056	CONMET PRESET PLUS IRON FRONT HUBS			STD
450-056	CONMET PRESET PLUS IRON REAR HUBS			STD
449-056	CONMET PRESET PLUS IRON PUSHER/TAG HUBS			N/C
Wheels				
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		\$266.00
505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT 5-HAND STEEL DISC REAR WHEELS		72	N/C
* 509-445	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC PUSHER/TAG WHEELS		82	\$556.00
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
Cab Exterior				

Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
829-072	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTS			STD
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		\$84.00
678-001	LH AND RH GRAB HANDLES			STD
646-009	PAINTED PLASTIC GRILLE			STD
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		\$111.00
726-001	SINGLE ELECTRIC HORN			STD
728-001	SINGLE HORN SHIELD			N/C
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS			\$19.00
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY			STD
302-047	LED AERODYNAMIC MARKER LIGHTS			\$37.00
311-001	DAYTIME RUNNING LIGHTS			\$21.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE			\$330.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
74A-001	RH DOWN VIEW MIRROR			\$23.00
729-001	STANDARD SIDE/REAR REFLECTORS			STD
677-998	NO CAB MOUNTED STEPS			(\$40.00)
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-003	MANUAL DOOR WINDOW REGULATORS			STD
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7		\$207.00
663-013	TINTED WINDSHIELD			STD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STD



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
Cab Interior				
707-1AM	OPAL GRAY CLOTH INTERIOR			STD
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER			STD
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			N/C
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			(\$327.00)
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			STD
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$212.00
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20		\$250.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
Instruments & Controls				
732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			\$34.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			N/C
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-074	ENGINE REMOTE INTERFACE NOT CONFIGURED			\$85.00
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT			N/C
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS			N/C
73B-998	NO LANE DEPARTURE WARNING SYSTEM			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-1B3	AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939	10		\$398.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF	2		N/C



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-998	NO VEHICLE PERFORMANCE MONITOR	-5		N/C
162-011	IDLE LIMITER, ELECTRONIC ENGINE			N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD
869-998	NO MISCELLANEOUS GAUGES			STD
Design				STD
065-000	PAINT: ONE SOLID COLOR			STD
Color				STD
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
98K-998	NO FUEL TANK CABINET PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
96E-972	POWDER WHITE (N0006EA) PUSHER/TAG WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			\$46.00
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				STD
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				

Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Data Code	Description	Weight Front	Weight Rear	Retail Price
998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY			N/C
* 999-034	DEALER ADVISED AND ACCEPTS TERMS OF PIL #395; SPEED OF LOADED VEHICLE MUST BE LIMITED TO 5 MPH MAXIMUM WHEN LIFTABLE AXLE IS RAISED			N/C

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$193,701.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8776 lbs	10194 lbs	18970 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	8776 lbs	10194 lbs	18970 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMU-016	2016 OBD/2010 EPA/CARB/GHG14 ESCALATOR	\$300.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,000.00

Dealer Installed Options

Weight Front	Weight Rear	Price
--------------	-------------	-------



Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

001	AMICK SUPPLIED PETERSON DL3 GRAPPLE LOADER PER QUOTE 8-25-16	0	0	\$93,466.00
002	OPTIONAL AMICK INSTALLED "INTOUCH" GPS RECIEVER, WIRED IN, INSTALLED - ADD \$375	0	0	STD
003	FLR PDI INSTALLE BENDIX TIRE PRESSURE MONITORING SYSTEM	0	0	\$1,545.00
Total Dealer Installed Options		0 lbs	0 lbs	\$95,011.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

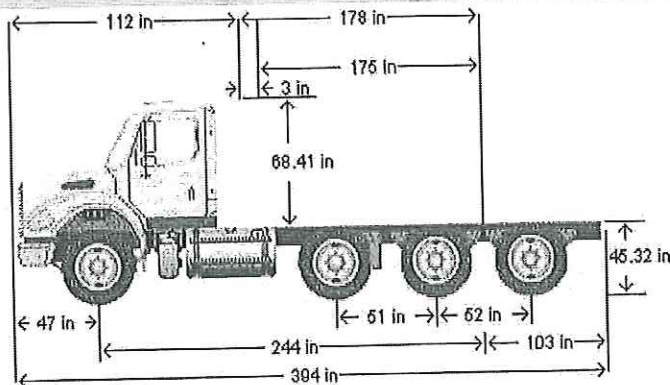
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



Prepared for:
 Ann Puckett
 Georgetown County
 129 Screven Street
 Georgetown, SC 29442
 Phone: 843-545-3083

Prepared by:
 David Foster
 TRIPLE T FREIGHTLINER,
 STERLING, WESTERN STAR, INC
 190 WEST FREIGHT ROAD
 FLORENCE, SC 29501
 Phone: 910-763-6281

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2112
Wheelbase (545)	6200MM (244 INCH) WHEELBASE
Rear Frame Overhang (552)	2625MM (103 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH INBOARD FRAME MOUNTED HORIZONTAL DPF AND SCR WITH HORIZONTAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

Dimensions	inches
Bumper to Back of Cab (BBC)	112.4
Bumper to Centerline of Front Axle (BA)	46.8
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	178.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	175.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	0.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	281.4
Cab Height (CH)	68.4
Wheelbase (WB)	244.0
Frame Overhang (OH)	103.0
Overall Length (OAL)	393.8
Rear Axle Spacing	52.0
Pusher/Tag Axle Spacing	51.0
Unladen Frame Height at Centerline of Rear Axle	45.3

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

Prepared for:
Ann Puckett
Georgetown County
129 Screven Street
Georgetown, SC 29442
Phone: 843-545-3083

Prepared by:
David Foster
TRIPLE T FREIGHTLINER,
STERLING, WESTERN STAR, INC
190 WEST FREIGHT ROAD
FLORENCE, SC 29501
Phone: 910-763-6281

FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

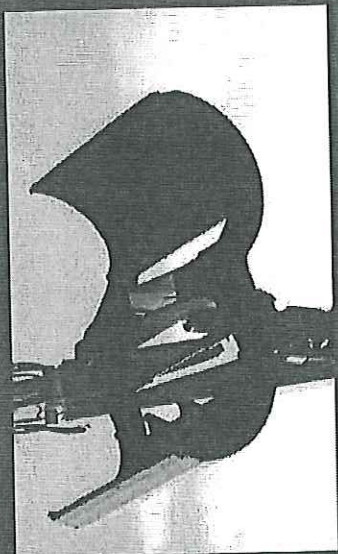
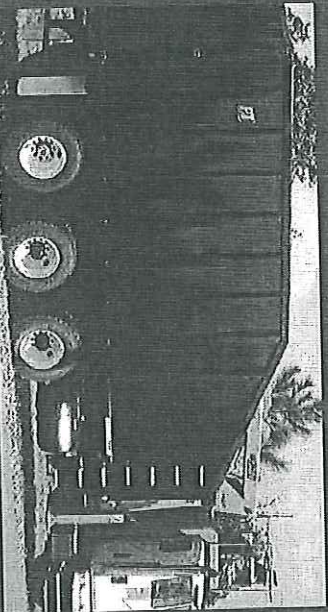
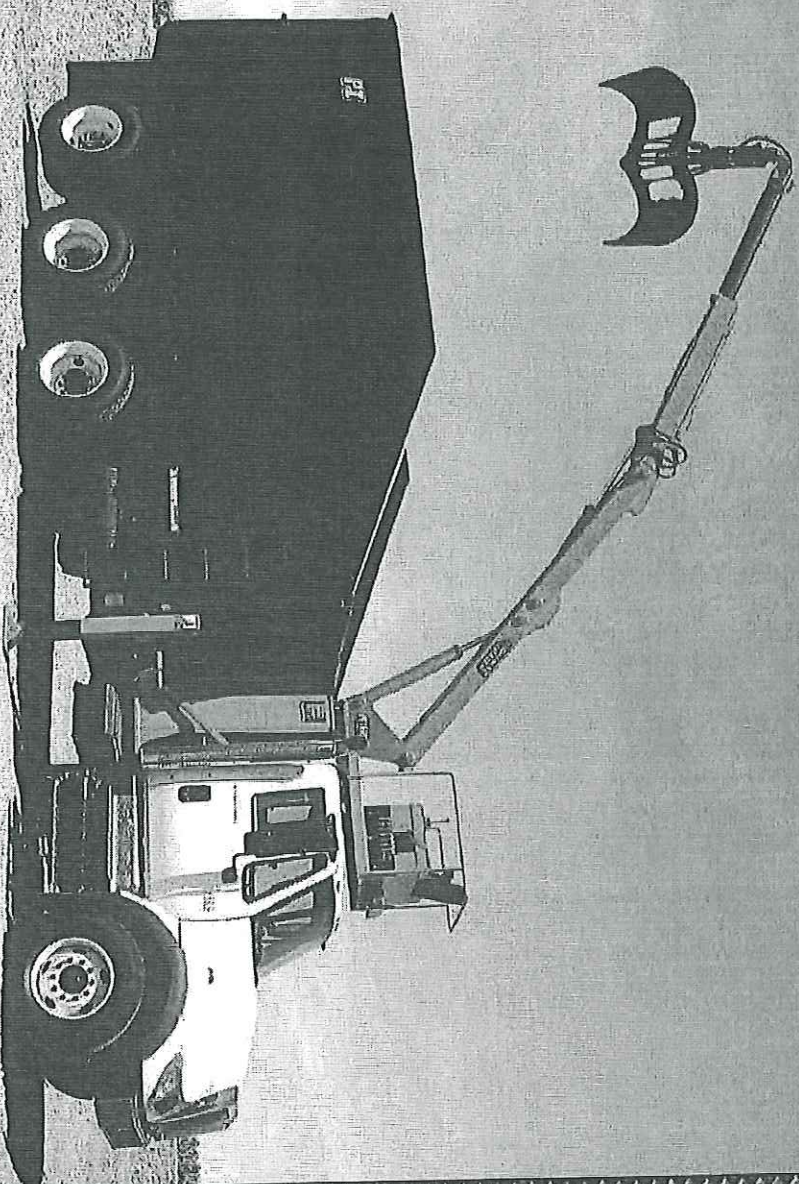
Wheelbase (545) 6200MM (244 INCH) WHEELBASE
Frame Rails (546) 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI(546)
Yield Strength (psi) 120000
Section Modulus (per rail) (cu in) 21.6
RBM (per rail) (lbf-in) 2590000
Inner Frame Reinforcement (547) CUSTOM INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	6200MM (244 INCH) WHEELBASE
Frame	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
Inner Frame Reinforcement	CUSTOM INNER FRAME REINFORCEMENT
Outer Frame Reinforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	21.60
Frame RBM - per rail (lbf-in)	2592000

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

DL-3 HIGH VOLUME COLLECTION



HAUL HEAVY

The DL-3 is specially engineered for high volume collection. It's available in our two largest body sizes. With fewer trips to the landfill, you get the job done quicker.

Here Are a Few More Benefits:

- ◊ **Dump 2x the Legal Payload**
Lift 7,100 pounds and dump up to 72,000 pounds
- ◊ **Less Windshield Time**
Large load capacities mean less time driving and more time working
- ◊ **Total Visibility**
Operate the loader from the operator's seat mounted above the cab
- ◊ **Customized to Your Needs**
Choose our Heavy Duty body or upgrade to a Hardox® body, both in 40 or 45 cubic yard size



American born. American made.
Efficient, dependable one-man operations for secure solid waste removal. Revolutionizing grapple trucks since 1957 and home to the original, industry-defining Lightning Loader®.

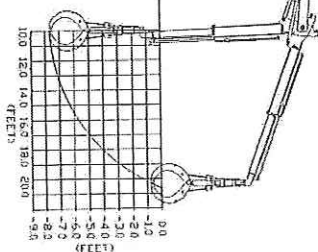
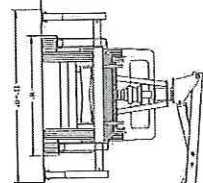
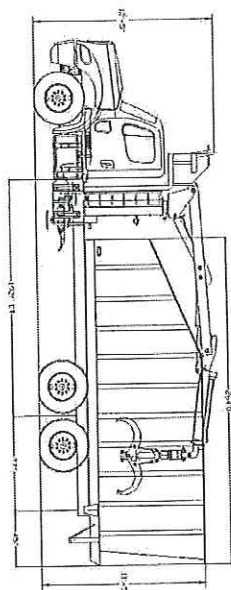
WE BUILD LEGENDS.

PETERSENIND.COM | 800.930.LOAD (5623)

SPECIFICATIONS & TECHNICAL DATA

GENERAL SPECIFICATIONS

Reach	20 ft.
Main Boom & Tip Boom	16 ft.
Tip Extension	4 ft.
Tare Weight (empty)	36,660 lbs.
Outrigger Span	11 ft. 8 in.
Dump Body Hoist Capacity	35 tons
Overall Height	12 ft. 5 in.



SYSTEM DESCRIPTION

- Grapple loader mounted on a chassis with a 40 or 45 cubic yard trash dump body
 - Engineered for high volume collection
 - Body sizes available 40 or 45 cubic yards
- ### CONTROL DESCRIPTION
- Stationary platform above the truck cab to provide the best visibility
 - Two mechanical six-function joysticks located on either side of the operator seat
 - Outrigger controls located to the left of the operator seat
 - Dump body controls are located inside the chassis cab

RECOMMENDED CHASSIS (MINIMUM)

Body Style	Conventional Cab	GVW Rating	60,000 lbs.
Cab-to-Axle Dimension	192 in.	Frame	2,500,000 RBM
Front Axle Rating	14,000 lbs.	Engine	340 HP Diesel
Rear Axle Rating	46,000 lbs.	Transmission	Automatic

LIFT CAPACITY

Radius	Lift Capacity
10 ft. radius	7,100 lbs.
16 ft. radius	4,400 lbs.
20 ft. radius	3,200 lbs.

CONTACT PETERSEN INDUSTRIES
FOR COMPLETE SPECIFICATIONS.



SCAN TO
LEARN MORE



4000 SR 60 West
Lake Wales, FL 33859
1-800-930-LOAD (5623)

PETERSEN
INDUSTRIES

PETERSENIND.COM
Contact Us Today To Learn More

Petersen Industries, Inc.

Standard Terms and Conditions

1. Payment in net 30 days after delivery with approved credit.
2. Multiple unit orders will be invoiced individually as they are completed.
3. Delivery Cost: F.O.B. Lake Wales, Florida unless otherwise stated in quotation.
4. Price does not include taxes of any kind.
5. Price valid for sixty (60) days from quotation date.
6. Price excludes any fees, taxes, export packaging or any cost other than the quoted product installation at the factory in Lake Wales, Florida.
7. The quoted price is calculated under the assumption that the loader-body is to be installed on a conventional cab/chassis (class 7). Additional charges may be incurred if other chassis are supplied.
8. The quotation date quoted is only valid for the number of units priced in the quotation letter. Any additional units ordered off this quotation may have longer completion dates. Until a purchase order is received, quoted delivery dates are subject to prior commitment.
9. All prices quoted include the following Petersen standard paint/colors only unless otherwise stated on quotation. Loader: Orang, industrial grade enamel. Body: Black, industrial grade enamel.
10. Standard Warranty includes three-year major structural and one-year hydraulics.
11. Price does not include cost of cab/chassis unless otherwise stated in quotation.
12. A training DVD and/or training by a factory representative, at our plant, is included with all loader purchases. Additional training at a location selected by the customer is also available for an additional cost.



Terms and Conditions

This Purchase Agreement constitutes the entire agreement of the parties hereto with respect to the purchase and sales of the Lightning Loader® and/or other products described and referred to on the face page hereof, all prior representations and understanding having been merged herein. This agreement may not be modified or terminated orally. No claimed modification, termination, or waiver of any of its provisions shall be valid unless in writing signed by the party to be bound thereby. The terms and conditions hereof and of the Lightning Loader® warranty supersede and cancel any terms contained in any other documents to the extent they are inconsistent herewith. This Purchase Agreement becomes a binding contract when it signed by both parties hereto on the face page hereof. Purchaser and Seller agree that this contract between them is subject to the following:

1. **Payment:** All products listed herein are sold for cash, payable in lawful money of the United States of America, or by check drawn upon and duly certified by a bank satisfactory to Seller and payable in such money unless otherwise specified on the face page hereof.
2. **Subsequent Orders:** Purchaser agrees to pay, in addition to the price specified on the face page hereof, for all additional equipment not specified herein but subsequently ordered.
3. **Force Majeure:** Seller shall not be liable for failure to deliver or delays in delivery due to causes beyond its control, including but not limited to strikes, lockouts or other labor difficulties, machinery breakdowns, inability to obtain shipping space or transportation, delays of carriers of suppliers, fires, floods, acts of God, war or other outbreak of hostilities, mobilization, civil commotion, riots, embargoes and domestic or foreign governmental regulations or orders. In such event, Purchaser's sole remedy and Seller's sole liability for failure to deliver, or delay in delivery, will be limited to the return of that part of the purchase price which Purchaser may have paid to Seller.
4. **Taxes:** All sales, excise and similar taxes which Seller may be required to pay or collect with respect to the Lightning Loader® products shall be for the account of Purchaser, except as otherwise required by law. If Purchaser claims exemption from applicable sales tax, a tax exemption certificate must be provided Seller at least ten days prior to delivery.
5. **EXCEPT AS STATED ON THE FACE HEREOF NO WARRANTY WHETHER OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, IS OR SHALL BE APPLICABLE TO PRODUCTS SOLD HEREUNDER. SELLER AND ITS DIRECT AND INDIRECT SUPPLIERS/VENDORS SHALL HAVE NO OTHER OR FURTHER LIABILITY BY REASON OF THE MANUFACTURE OR SALE OF ANY PRODUCTS SOLD HEREUNDER OR OF THEIR USE, WHETHER ON THE BASIS OF BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER OR ITS DIRECT OR INDIRECT SUPPLIER/VENDORS BE LIABLE FOR GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS).**
6. **Enforceability:** In the event any provision of this Agreement is prohibited by a law invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without affecting the remainder of such provision or the remaining provisions of this agreement which shall continue in full force and effect.
7. **Applicable Law and Venue:** This agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties hereto, their successors, or assigns. In the event any legal action is taken in connection with this agreement, the proper venue for said action shall be in Polk County, Florida.



4000 SR 60 West
Lake Wales, Florida 33859
(863) 676-1493
www.petersenind.com

Trash Lightning Loader® Warranty

Petersen Industries, Inc. ("Petersen") warrants each new Lightning Loader® and/or Trash Body it manufactures and each new part and component sold by Petersen (except those excluded by Section 5 below) to be free from defects in material and workmanship, provided the Lightning Loader® parts and components are operated and maintained in accordance with Petersen's published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

1. **Warrantor:** This warranty is granted by Petersen Industries, Inc. 4000 SR 60 West, Lake Wales, Florida 33859. All warranty work must be accomplished by Petersen Industries, Inc. at its factory in Lake Wales, Florida or by such other facility specifically authorized by Petersen. All warranty work performed by a facility other than Petersen must be approved by Petersen in writing prior to commencement of said work.

2. **Parties to Whom Warranty Is Extended:** This warranty shall be extended to any buyer and to any person to whom this product is transferred during the duration of this warranty.

3. **Duration of Warranty:** The time periods applicable to the warranty of the specified component parts of this Lightning Loader® are as follows:

- a) Lightning Loader® Major Structural Component Parts - 3 years
- b) Non-hydraulic Replacement Parts - 1 year
- c) Hydraulic Components - 1 year
- d) Dynamic Oil Heavy Duty Rotary Actuator * - 2 years *Does not apply to SA1 or HA36*

4. Parts and component parts installed by Petersen are covered by this warranty except those parts and component parts excluded by Section 5 below.

5. **Parts and Components Not Covered:** The following parts and components are not covered by the warranty:

- a) any part or component not installed by Petersen Industries, Inc.;
- b) any part of the vehicle cab, chassis, tires or engine (any warranty of these parts and components is provided by the original manufacturer);
- c) any part or component that shall have been subject to misuse, negligence, or accident;
- d) any part or component that shall have deteriorated from extraordinary wear or exposure;
- e) expendable items that would normally be replaced within the warranty period (e.g. hydraulic hoses on end of boom, brake washers between bucket and boom, oil, filters, light bulbs).

6. **Procedure for Obtaining Performance Under this Warranty:** In order to qualify under this warranty, the owner must notify Petersen Industries, Inc. within thirty (30) days of discovery of the defect and promptly deliver the Lightning Loader® or defective part to Petersen Industries, Inc. at its factory in Lake Wales, Florida, or if requested by Petersen to such other authorized facility designated by Petersen.

Upon receipt of such Lightning Loader®, part or component, if it is found not to be defective in material or workmanship, Petersen shall notify the owner of such fact and request instructions for the return of such Lightning Loader®, part or component to the owner.

All costs of transporting Lightning Loader®(s) to and from Petersen Industries, Inc. or such other authorized facility designated by Petersen shall be paid by owner.

7. **Remedy:** If, within the duration of this warranty, a part or component covered by this warranty proves to be defective in material or workmanship, then the sole and exclusive remedy and Petersen's sole responsibility shall be at Petersen's option, the repairing of the defective part or component or replacing of the same. Parts and labor shall be at the expense of Petersen. The replacement part or component supplied pursuant to this warranty shall be warranted only for the remainder of the warranty period applicable to the defective part or component.

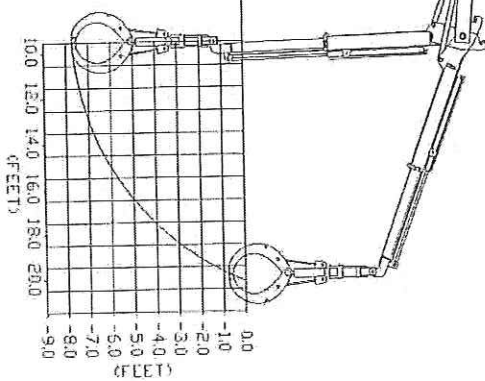
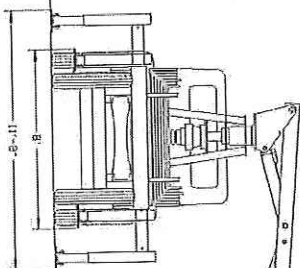
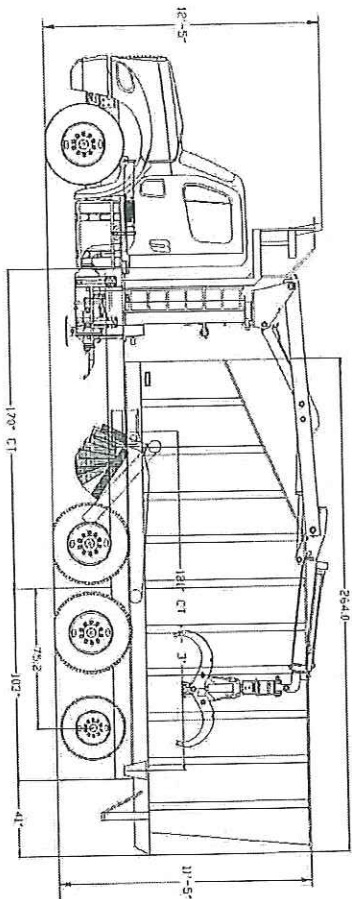
8. **Design Changes:** Petersen reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured.

9. **Exclusion and Disclaimers:** This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the Lightning Loader® in accordance with the published operating and maintenance instructions furnished by Petersen, unreasonable use, accidents, alteration or wear and tear.

[NO OTHER WARRANTY WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, IS GIVEN BY PETERSEN WITH RESPECT TO ANY NEW LIGHTNING LOADER®, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK, AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY PETERSEN BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY LIGHTNING LOADER®, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

In the event that the provision relieving Petersen of liability for negligence should for any reason be held ineffective, the remainder of this paragraph shall remain in full force and effect.

The obligation of Petersen set forth in Section 7 above shall be the exclusive remedy for any breach of warranty. In no event shall Petersen be liable for any general, consequential, or incidental damages relating to property damages or economic loss, including without limitation any damages for loss of use or loss of profits. No distributor, dealer, agent or employee of Petersen is authorized to extend any other or further warranty or incur any additional obligation on Petersen's behalf in connection with the sale of its products.



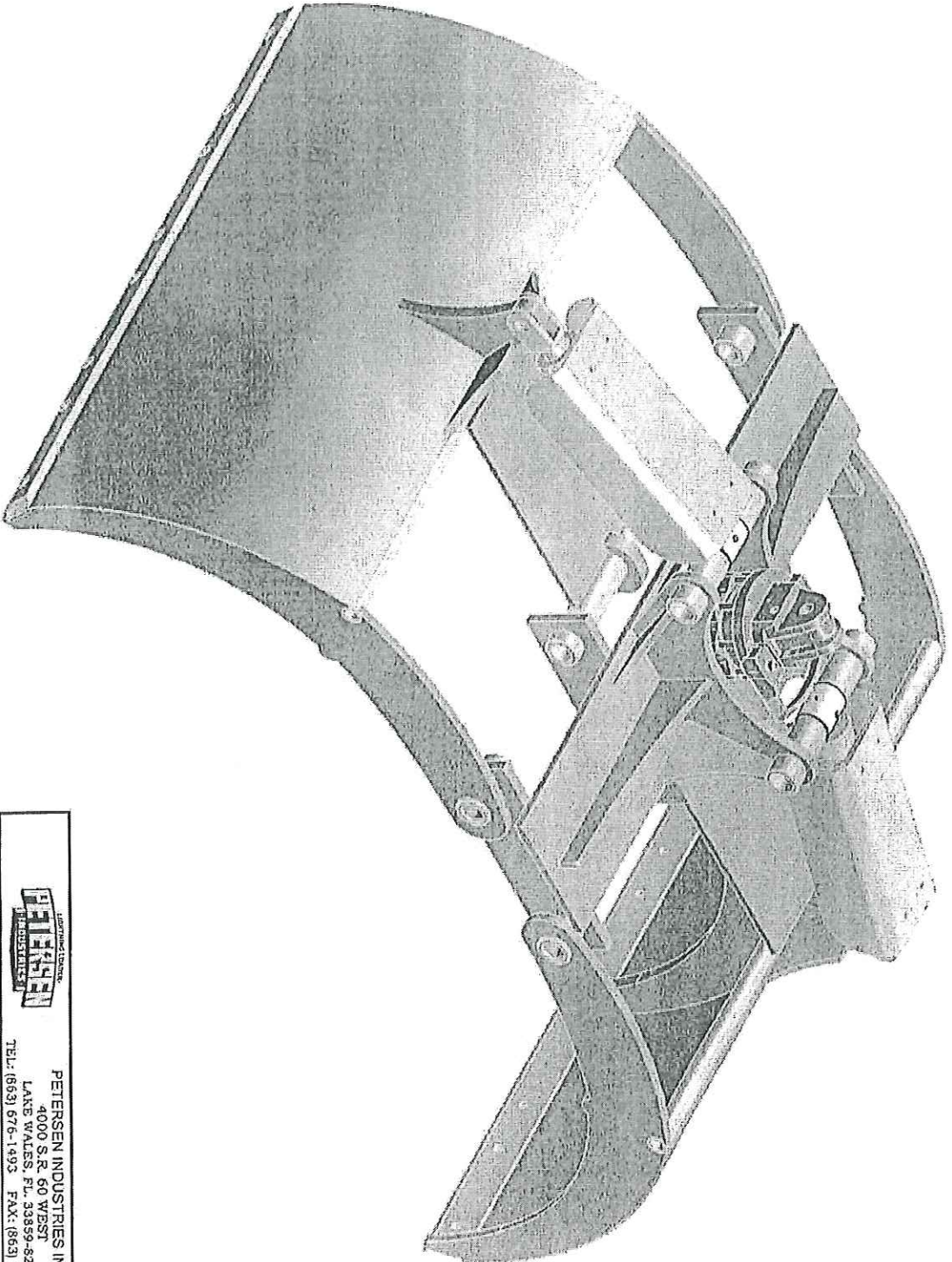
TOLERANCES


- 1 DEC. ± 0.100
- 2 DEC. ± 0.050
- 3 DEC. ± 0.010
- ANGLE: ± 1.000°
- FRACTION: ± 1/32"
- DIM. UNITS: INCHES
- SURFACE FINISH: 32/

UNLESS OTHERWISE SPECIFIED

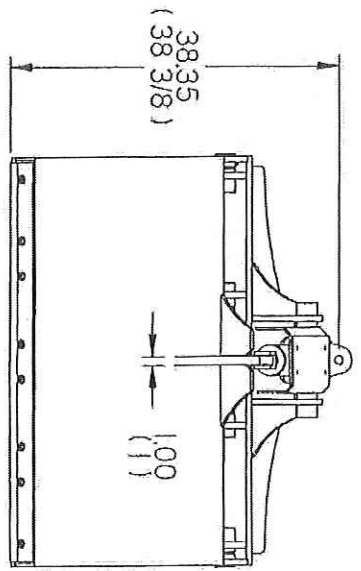
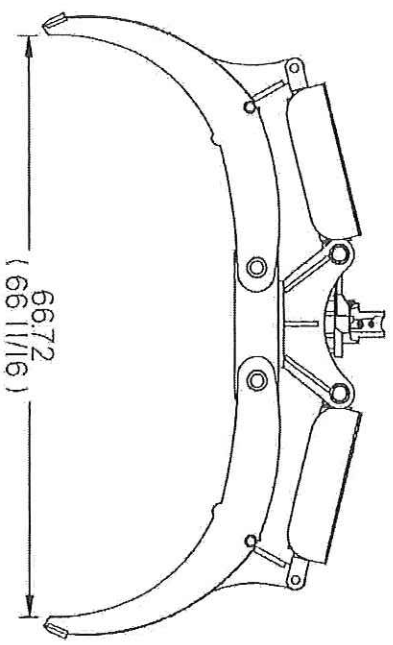
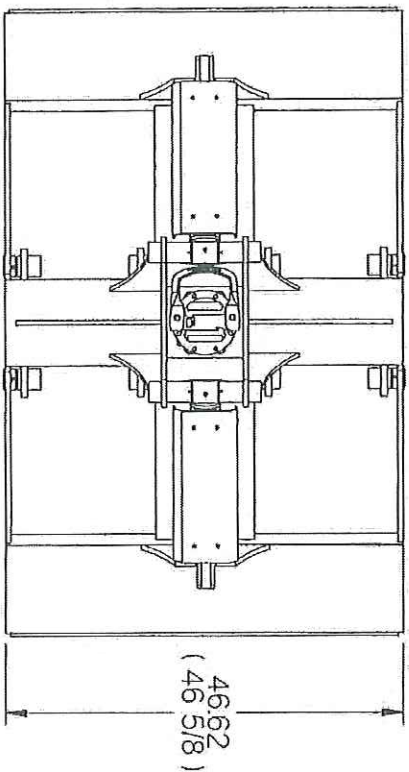
DEC. = DECIMAL PLACE(S)	
TITLE: DL-3 DUAL CONTROLS WALK THRU DIMENSIONS	
PART NUMBER: 01 08 04 008 1	
DRAWN BY: JAC	APPROVED BY: 8/25/2016
DATE: 8/25/2016	
SHEET: 1 OF 1	
SCALE: 1:50	

PETERSEN INDUSTRIES INC.
 4000 S.R. 60 WEST
 LAKE WALES, FL. 33859-8234
 TEL: (863) 676-1493 FAX: (863) 676-6844



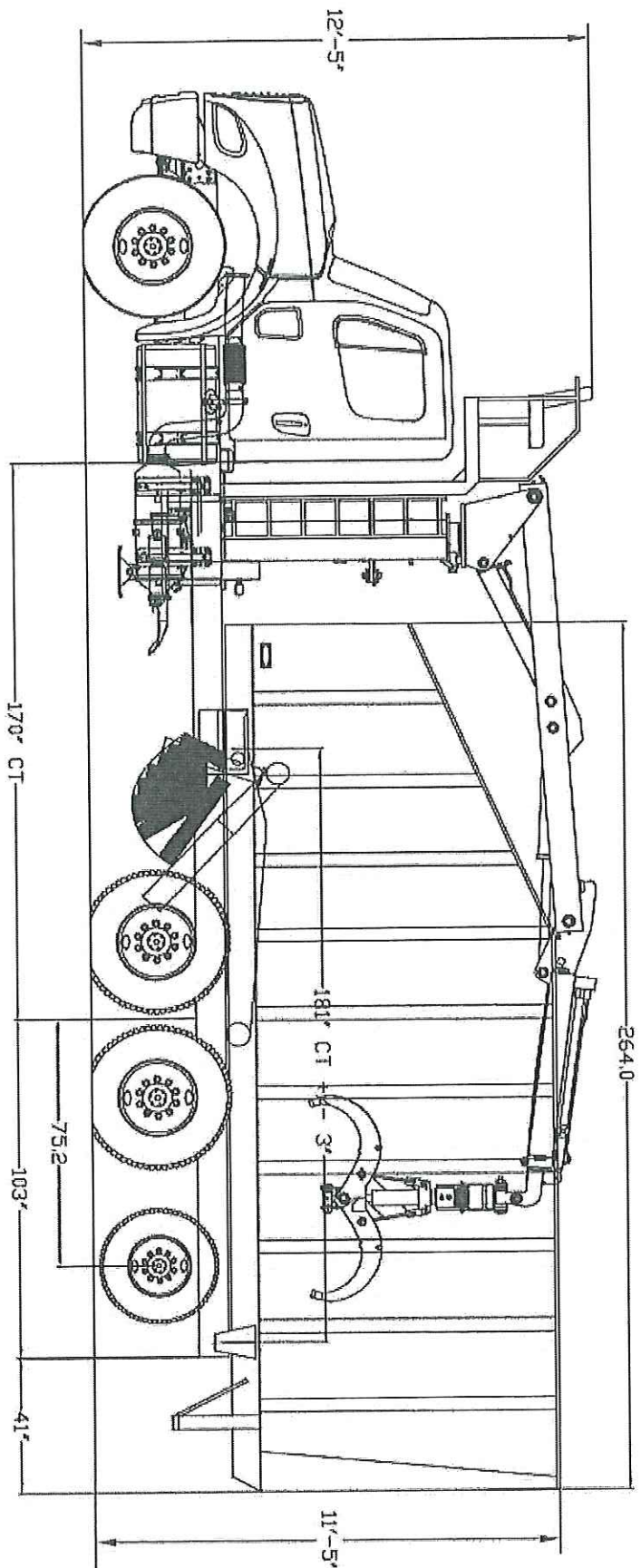
 PETERSEN INDUSTRIES INC. 4000 S.R. 60 WEST LAKE WALES, FL. 33859-8234 TEL: (863) 676-1493 FAX: (863) 676-0844			
TITLE: DUAL CYLINDER TRASH BUCKET			
PART NUMBER: TED		SCALE: 1/10	
DRAWN BY: JAC	APPROVED BY:	DATE: 10/30/2012	SHEET: 1 OF 2

REV.	DESCRIPTION	DATE	BY
-	-	-	-



TOLERANCES 1 DEC. ± 0.100 2 DEC. ± 0.050 3 DEC. ± 0.010 ANGLE: ± 1.00° DIM. UNITS: INCHES SURFACE FINISH: $\sqrt{\text{32}}$			
DEC. = DECIMAL PLACE(S)			
PETERSEN INDUSTRIES PETERSEN INDUSTRIES INC. 4000 S.R. 60 WEST LAKE WALES, FL. 33853-8234 TEL: (883) 676-1493 FAX: (883) 676-6844		TITLE: DUAL CYLINDER TRASH BUCKET PART NUMBER: TBD / Error No reference DRAWN BY: DATE: APPROVED BY: SHEET: 2 OF 2	

MATERIAL



Item Number: 6.g
 Meeting Date: 7/25/2017
 Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
 GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

SECOND OCCURRENCE - Procurement #16-081, Grapple Boom Loader Truck for Solid Waste Collections

CURRENT STATUS:

The County's existing 2009 Freightliner Grapple Boom Truck (VIN 1FVM5CV29HAH3188) is scheduled for replacement under the Capital Equipment Replacement Plan (CERP). This unit will be declared as surplus and will be disposed in the manner found to be in the best interest of the County.

POINTS TO CONSIDER:

- 1) In the September 7, 2016 session, County Council approved the purchase of a new Freightliner Grapple Boom Truck from Triple T Freightliner of Florence, SC at a cost of \$203,804.00 tax inclusive.
- 2) It is the intent of this procurement to acquire a second hydraulically operated, telescoping Grapple boom trash loader; used in the collection of storm debris and oversize trash items such as discarded appliances, furniture, brush, leaves, building materials, etc. In this configuration, the loader is intended to be mounted directly behind the cab of a long wheelbase cab chassis, along with a trash dump body. This arrangement is intended to provide a complete, one man operated, turn-key system.
- 3) The provider has agreed to supply the County with a second unit at the same cost. The department recognized a blind spot for the operator on the delivered unit and has asked to place a fourth (4th) camera on the second unit. This item will add \$400, with all other costs remaining the same.
- 4) Additionally, the provider will alter the fabrication of the operator's access ladder and relocated the strobe lights on the outrigger booms at no additional cost.

FINANCIAL IMPACT:

This unit will be acquired as part of the Municipal Lease Purchasing Plan for a period of eight (8) years, as previously approved. Funding is available in G/L 499.307 50713 up to a total of \$217,855.00, and thus is fully funded.

OPTIONS:

- 1) Approve the purchase of a second 2017 or 2018 Freightliner M112 with Peterson DL3 Grapple Loader and Dump Bed as specified from Columbia Freightliner of Florence, SC for a total cost of \$204,404.00 (includes \$500 maximum cap SC Sales Tax); OR
- 2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

The Public Services Department and the Collections Division awaited the delivery of the first unit, and after introduction and training was complete, determined that the unit delivered was acceptable for the purpose intended. The department requested to move ahead with the second unit, adding only the fourth (4th) camera unit for added observation.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> <u>Bid 16-081 Solicitation Form, Second Occurrence</u>	Backup Material

**Bill To**

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

Ship To

GEORGETOWN COUNTY MIS DEPT
Old County Courthouse
129 SCREVEN STREET, Room 114
Georgetown, SC 29440-3641

Purchase Order

No. 2018-00000023

07/10/17

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

Vendor 1128817 SCHNEIDER ENGINEERING CORP dba**Contact**

SCHNEIDER ENGINEERING CORP dba qPublic
8901 OTIS AVE
INDIANAPOLIS, IN 46216

Deliver by 06/30/18
Ship Via ELEC
Freight Terms DIGITAL
Originator Nancy Silver
Resolution Number INV #1147
Invoice Terms

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
7000.0000	\$/US	Computer Software Licenses/Maintenance		\$1.0000	\$7,000.00
<i>Item Description</i> Hosting of qPublic for 07/01/2017-06/30/2018 per INV-1147					
<i>Detail Description</i> attached by addendum for reference.					
<i>G/L Account</i>		<i>Project</i>		<i>Amount</i>	<i>Percent</i>
010.109-50406 (Software Maint Contracts)					100.00%

Level	Level Description	Date	Approval User
2	Dept Head	7/10/2017	Joe Howland
3	Director	7/10/2017	Walt Ackerman
4	Purchasing	7/10/2017	Nancy Silver

Subtotal \$7,000.00**Sales Tax** \$0.00**Total Due** \$7,000.00

SIGNATURE

SIGNATURE

Special Instructions

THIS PURCHASE ORDER IS REFERENCED BY THE ATTACHED DOCUMENT AS AN ADDENDUM.

EMAIL TO: _____

COMPANY: _____

FROM: Georgetown County, SC Purchasing Office

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

Item Number: 6.i
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #17-037, RFQ for Geotechnical Engineering and Construction Materials Testing Services, "As Needed"

CURRENT STATUS:

The existing Indefinite Delivery, Indefinite Quantity (IDIQ) agreement with Soil and Materials Engineering (a/k/a S&ME) has reached the five year maximum term limitation and thus must be rebid.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were six (6) responses received:

- 1) Terracon Consultants of Myrtle Beach, SC;
- 2) Professional Service Industries, Inc. (PSI) of Charleston, SC;
- 3) ECS Southeast, LLP of North Charleston, SC;
- 4) S&ME, Inc. of Conway, SC;
- 5) Dennis Corporation of Columbia, SC; and
- 6) Soil Consultants, Inc. of Charleston, SC.

FINANCIAL IMPACT:

Work under this contract will be assigned by way of negotiated task orders on an "as needed" basis and pending budget approval at the time of each submitted task order. Services are available for use by all departments.

OPTIONS:

- 1) Approve staff's recommendation to award to both vendors, S&ME, Inc. and Terracon Consultants.
- 2) Decline staff's recommendation.

STAFF RECOMMENDATIONS:

The evaluation committee approved by the County Administrator found that all six (6) bids were found to be complete bid packages responding to all items and meeting our required specifications.

On June 12, 2017, the review committee met and shortlisted the bidders to the following four (4) in no particular order:

- 1) S&ME, Inc.
- 2) Terracon Consultants
- 3) ECS Southeast, LLP, and
- 4) Dennis Corporation

As part of the evaluation committee's due diligence, the selection committee interviewed the top four (4) shortlisted bidders on July 10, 2017. Each bidder affirmed their bid and their understanding of the project scope, materials and schedule. Based on the interviews, the committee recommended that award for Geotechnical Engineering and Construction Materials Testing Services, "As Needed" go to both S&ME, Inc. and Terracon Consultants.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Bid Solicitation Approval	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Shortlist Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▣ Final Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 17-037

Procurement for: **Geotechnical Engineering Services & Construction Materials Testing**

Department: **Various**

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: IDIQ FY18

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

Funding Source Location	
G/L Account Number	Funding Amount
As Needed	By Task Order

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

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

Grant Approval Attached: ☐-YES ☒-NO


Department Director

5/2/17
Date


Purchasing

5/2/17
Date


Finance Director

5/3/17
Date


County Administrator

5/9/17
Date



Public Bid Opening Tabulation
RFQ #17-037, Geotechnical Engineering and Construction
Materials Testing Services, "As Needed"
Wednesday, May 24, 2017 @ 3:30PM Eastern Time

<u>OFFEROR</u>	<u>Qualifications Received [✓]</u>	<u>Comments</u>
ECS Southeast, LLP	✓	
S & M E	✓	
Terracon Consultants, Inc	✓	
Soil Consultants, Inc.	✓	
Professional Service Industries	✓	
Dennis Corporation //	✓	

OPENED BY: [Signature]

WITNESS: [Signature: James Puckett]



Georgetown County
Department of Public Services
Phone: (843) 545-3325
Fax: (843) 545-3396

Memorandum

To: Kyle Prufer

From: Ray C. Funnye, Director

File No.: 316.16.2

Date: June 14, 2017

Re: Recommendation for RFQ #17-037 Recommendation-Geotechnical Engineering and Construction Materials Testing

A handwritten signature in blue ink, reading 'Ray C. Funnye'.

On May 24, 2017, Georgetown County received six (6) bids for RRFQ #17-037 Recommendation - Geotechnical Engineering and Construction Materials Testing. All six (6) bids were found to be complete bid packages responding to all items and meeting our required specifications.

The review committee which was approved by the County Administrator reviewed and thoroughly evaluated the contents of all six (6) bids.

On June 12, 2017 the review committee met to discuss their evaluations. Upon review, the committee has shortlisted the bidders to the following four (4) in no particular order:

1. Terracon
2. S&ME
3. ECS Southeast, LLP
4. Dennis Corporation

Selection Committee Ranking						
Firm	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Total	Final Ranking
Professional Service Industries	2	6	4	5	17	Fifth
Terracon	4	5	2	4	15	3rd (Tie)
S&ME	1	1	1	1	4	First
Soil Consultants, Inc.	6	4	3	6	19	Sixth
ECS Southeast, LLP	5	2	6	2	15	3rd (Tie)
Dennis Corporation	3	3	5	3	14	Second

Based on the aforementioned I recommend that Procurement set up interviews with the shortlisted bidders so the review committee can interview them and make a final decision.



Georgetown County
Department of Public Services
Phone: (843) 545-3325
Fax: (843) 545-3396

Memorandum

To: Kyle Prufer

From: Ray C. Funnye, Director

File No.: 316.16.2

Date: July 12, 2017

Re: Recommendation for RFQ #17-037 -Geotechnical Engineering and Construction Materials Testing

On May 24, 2017, Georgetown County received six (6) bids for RFQ #17-037 - Geotechnical Engineering and Construction Materials Testing. All six (6) bids were found to be complete bid packages responding to all items and meeting our required specifications.

The review committee which was approved by the County Administrator reviewed and thoroughly evaluated the contents of all six (6) bids.

On June 12, 2017 the review committee met to discuss their evaluations. Upon review, the committee has shortlisted the bidders to the following four (4) in no particular order:

1. Terracon
2. S&ME
3. ECS Southeast, LLP
4. Dennis Corporation

As part of our due diligence, the selection committee interviewed the four (4) shortlisted bidders on July 10, 2017. Each bidder affirmed their bid and their understanding of the project scope, materials and schedule. Based on the interviews, the committee recommended that we recommend awarding Bid #17-037-Geotechnical Engineering and Construction Materials Testing Services "As Needed" to both S&ME and Terracon.

Based on the aforementioned, I hereby recommend awarding Bid #17-037-Geotechnical Engineering and Construction Materials Testing Services "As Needed" to both S&ME and Terracon.

Item Number: 6.j
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Cooperative Procurement #13-035, John Deere 310L-4x4 Extended Backhoe/Loader (CERP)

CURRENT STATUS:

As part of the previously approved Capital Equipment Replacement Program (CERP), the Parks and Recreation Maintenance division will replace the existing 2002 John Deere Back Hoe (S/N T0310SG912075). The 2002 unit will be declared as surplus and disposed of by the most advantageous method available to the County.

POINTS TO CONSIDER:

This procurement will be made utilizing the national cooperative competitively award offered through the Florida Sheriff's Association (FSA) and John Deere with Flint Construction and Forestry Division as the delivering dealer.

Sec. 2-75. Cooperative Purchasing Agreements

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

FINANCIAL IMPACT:

The purchase is part of the approved Capital Equipment Replacement Plan (CERP) as approved, and will be funded from G/L 499.579 50707 with a current balance of \$90,000.00. The back-hoe will become part of the Municipal Lease Purchase Plan, with a lease term of eight (8) years. The department will need to reduce another CERP purchase by \$775.00 to balance over budget cost.

OPTIONS:

- 1) Award to Flint Equipment Construction and Forestry Division of Aynor, SC under the FSA cooperative agreement per quote #15627746, to total \$90,775.00 inclusive of SC Maximum Cap Sales Tax; OR
- 2) Decline to award.

STAFF RECOMMENDATIONS:

The Parks and Recreation Department instructed the Purchasing Office to replace the existing 2002 Deere 310G 4X4 Back-Hoe with a current compatible model. Working with the manufacturer's representative, the Deere 310L was configured with the options and attachments required by the department, who reviewed and approved.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Vehicle/Equipment Procurement Approval	Backup Material
▣ John Deere 310L Equipment Brochure	Backup Material
▣ Flint Equipment/FSA Cooperative Quote 15627746	Backup Material
▣ DRAFT Purchase Order 2018-0000028	Backup Material



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 17-035 Dept: Parks & Recreation - Maintenance

Procurement for: John Deere 310G-4X4 Extended Back-Hoe

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$90,000.00 FY 18

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

☐-Cash Purchase

☒-Municipal Lease/Purchase Financing 8 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
499.579 50707	\$90,000.00
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input type="checkbox"/> -NO	

☐- New Acquisition Replacement: ☐- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model 2002 John Deere Back Hoe

VIN/Serial No. T0310SG912075

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

Bank Currently Holding Title: (no documentation remaining on file from 2002)

Be

Department Director/Elected Official

6/26/17

Date

Karis Langston

Budget Officer

7/6/17

Date

7/6/17

Purchasing

07-06-2017

Date

Scott C. Panto

Finance Director

7/7/17

Date

Scott C. Panto

County Administrator

7/7/17

Date

Key Features	Deere 310L EP	Cat 415 F2	Case 580N EP
ISO Net Horsepower	*73 hp	68 hp	*72 hp
Engine	Deere 4.5L	FT4 Cat 3.4L	FT4 FPT 3.4L
Dig Depth	14.2 ft. – 17.7 ft.	14.3 ft. – 17.9 ft.	15 ft. – 18.6 ft.
Operating Weight	15,880 lb	16,718 lb	15,810 lb
Transmission	4x2 PowerShift	4x4 Synchromesh	4x4 Synchromesh
Top End Speed	19.6 mph	23 mph	21.3 mph
Backhoe Max Reach	18 ft. – 21.3 ft.	18.5 ft. – 21.8 ft.	18.5 ft. – 21.9 ft.
Boom Lift @ Ground Level	1,921 lb	1,974 lb	2,625 lb
Dipper Lift @ 8 ft.	4,122 lb	4,802 lb	4,112 lb
Loader Lift Capacity, Full Height	6,833 lb	6,751 lb	6,503 lb

	Deere 310L	Cat 416 F2	Case 580N
ISO Net Horsepower	93 hp	88 hp	*83 hp
Engine	Deere 4.5L	FT4 Cat 4.4L	FT4 FPT 3.4L
Dig Depth	14.2 ft. – 17.7 ft.	14.3 ft. – 17.9 ft.	14.7 ft. – 18.2 ft.
Operating Weight	16,119 lb	18,430 lb	15,810 lb
Transmission	4x2 PowerShift	4x4 Synchromesh	4x4 Synchromesh
Top End Speed	21.1 mph	23 mph	21.3 mph
Backhoe Max Reach	18 ft. – 21.3 ft.	18.5 ft. – 21.8 ft.	18.5 ft. – 21.9 ft.
Boom Lift @ Ground Level	1,921 lb	1,974 lb	2,625 lb
Dipper Lift @ 8 ft.	4,122 lb	4,802 lb	3,910 lb
Loader Lift Capacity, Full Height	6,833 lb	6,751 lb	6,503 lb

	Deere 310SL	Cat 420 *F2	Case 580SN
ISO Net Horsepower	99 hp	94 hp	95 hp
Engine	Deere 4.5L	FT4 Cat 4.4L	FT4 FPT 3.4L
Dig Depth	14.66 ft. – 18.16 ft.	14.3 ft. – 17.9 ft.	14.5 ft. – 17.9 ft.
Operating Weight	17,934 lb	19,536 lb	17,555 lb
Transmission	5x3 PowerShift	*4x4 Synchromesh	4x3 Synchromesh
Top End Speed	25 mph	25 mph	24 mph
Backhoe Max Reach	18.4 ft. – 21.7 ft.	18.4 ft. – 21.8 ft.	18.1 ft. – 21.5 ft.
Boom Lift @ Ground Level	2,462 lb	2,699 lb	3,018 – 3,280 lb
Dipper Lift @ 8 ft.	5,277 lb	5,493 lb	5,360 lb
Loader Lift Capacity, Full Height	7,632 lb	7,237 lb	7,044 lb

310L EP

MACHINE CLASS: 68 - 73
WEIGHT: 15,000 - 17,000 lb
DIGGING DEPTH: 14 - 17 ft

- *Deere and Case offer Viscous Fan Option to achieve higher HP.
- CAT/Case open diff MFWD only
- Limited Slip Optional on 310L EP.
- 310L EP has no aftertreatment
- 580N EP de-featured machine
- 580N EP lower loader specs than 580N
- 415 F2 uses a DPF, no DEF.
- 415F2 and 580N EP have the same engine

310L

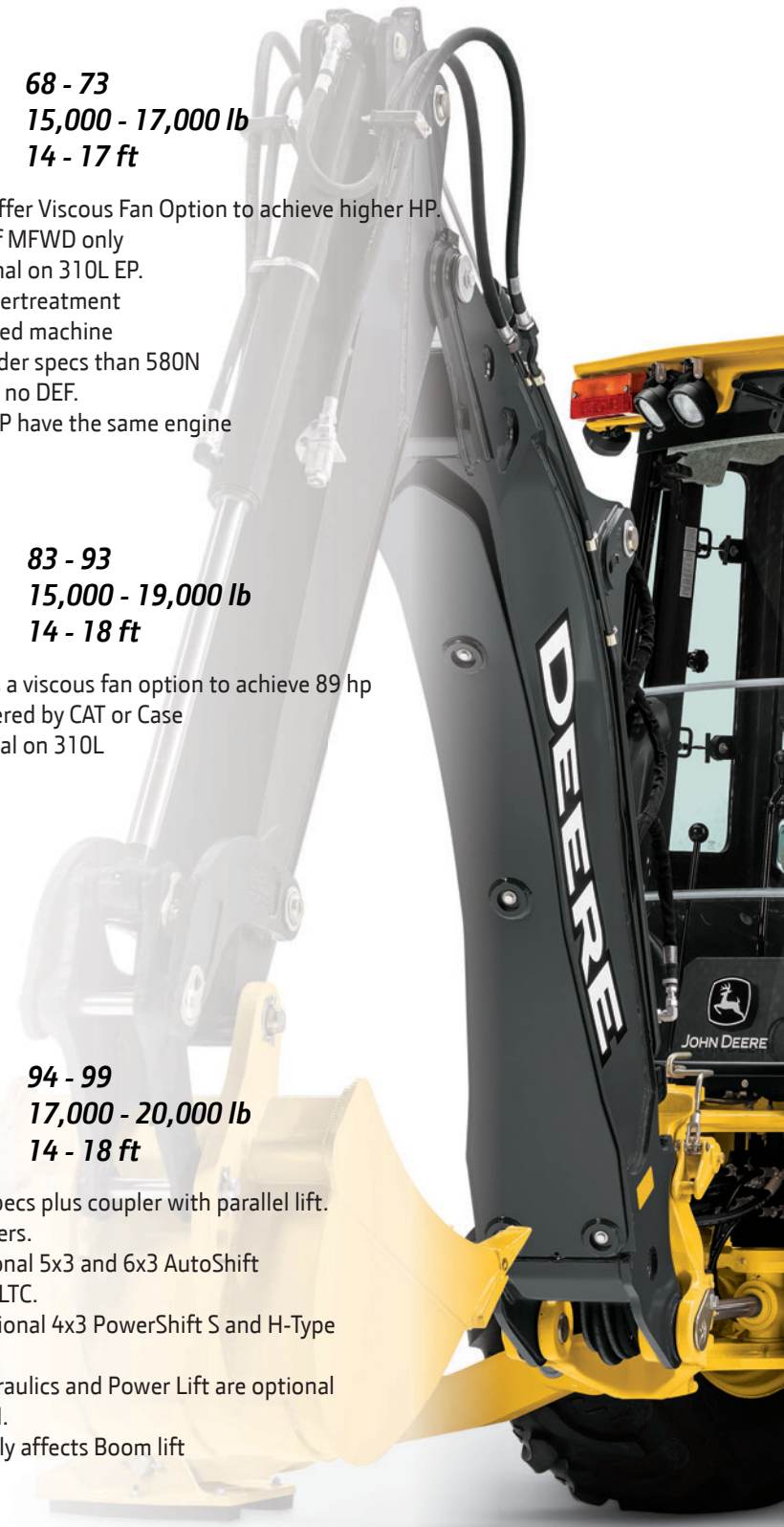
MACHINE CLASS: 83 - 93
WEIGHT: 15,000 - 19,000 lb
DIGGING DEPTH: 14 - 18 ft

- *CASE 580N offers a viscous fan option to achieve 89 hp
- No limited slip offered by CAT or Case
- Limited slip optional on 310L

310SL

MACHINE CLASS: 94 - 99
WEIGHT: 17,000 - 20,000 lb
DIGGING DEPTH: 14 - 18 ft

- *420 F2 IT same specs plus coupler with parallel lift. Dual bucket cylinders.
- CAT offers an optional 5x3 and 6x3 AutoShift Transmission with LTC.
- Case Offers an optional 4x3 PowerShift S and H-Type transmission.
- Closed Center Hydraulics and Power Lift are optional on the Case 580SN.
- Case Power Lift only affects Boom lift (Not Dipper).



Key Features	Deere 310SL HL	Cat 420 *F2	Case 580SN WT
ISO Net Horsepower	110 hp	94 hp	95 hp
Engine	Deere 4.5L	FT4 Cat 4.4L	FT4 FPT 3.4L
Dig Depth	14.8 ft. – 18.1 ft.	14.3 ft. – 17.9 ft.	14.5 ft. – 18 ft.
Operating Weight	18,811 lb	19,536 lb	20,077 lb
Transmission	5x3 PowerShift	4x4 *Synchronmesh	4x3 Synchronmesh
Top End Speed	25 mph	25 mph	24 mph
Backhoe Max Reach	18.4 ft. – 21.7 ft.	18.4 ft. – 21.8 ft.	18.2 ft. – 21.7 ft.
Boom Lift @ Ground Level	2,848 – 3,310 lb	2,699 lb	3,018 – 3,528 lb
Dipper Lift @ 8 ft.	5,846 lb	5,493 lb	5,360 lb
Loader Lift Capacity, Full Height	7,489 lb	7,237 lb	8,425 lb

	Deere 410L	Cat 430 F2	Case 590SN
ISO Net Horsepower	113 hp	109 hp	108 hp
Engine	Deere 4.5L	FT4 Cat 4.4L	FT4 FPT 3.4L
Dig Depth	15.8 ft. – 19.6ft.	15.7 ft. – 19.5 ft.	15.5 ft. – 19.5 ft.
Operating Weight	19,463 lb	20,045 lb	20,867 lb
Transmission	5x3 PowerShift	*4x4 Synchronmesh	*4x3 Synchronmesh
Top End Speed	25 mph	25 mph	23 mph
Backhoe Max Reach	19.75 ft. – 23.4 ft.	20.2 ft. – 23.7 ft.	19.5 ft. – 23.5 ft.
Boom Lift @ Ground Level	3,394 – 3,917 lb	2,936 lb	3,657 – 3,891 lb
Dipper Lift @ 8 ft.	7,055 lb	5,719 lb	6,903 lb
Loader Lift Capacity, Full Height	7,149 lb	7,237 lb	8,202 lb

310SL HL

MACHINE CLASS: 95 - 110
WEIGHT: 15,000 - 19,000 lb
DIGGING DEPTH: 14 - 18 ft

- Deere and Case achieve listed lift specs using Lift Mode and Power Lift respectively.
- 580SN WT has MFWD with limited slip with breather axle standard
- 310SL HL has closed center hydraulics with axial piston pump

410L

MACHINE CLASS: 108 - 113
WEIGHT: 19,000 - 21,000 lb
DIGGING DEPTH: 14 - 18 ft

- CAT offers also the 430 F2 IT, same specs plus parallel lift.
- 410L has closed center hydraulics with axial piston pump



DEERE

- 4.5L Wet sleeve design engine since 1983
- Best in class onboard diagnostics (Full Text Trouble Code Description) Since 2007
- MFWD with Limited Slip is standard on 310SL through 710L. Limited Slip is optional on 310L EP and 310L
- No DPF on 310L EP – 410L models
- Sealed front axles
- SAHR park brake
- Mechanical linkage operated boom lock
- Greaseless outer box design extendible dipper stick
- JDLink standard for 3yrs on all models
- Powershift transmission standard on all models with Autoshift option on 310SL – 710L.
- Onboard security standard on 310SL – 710L. Optional on 310L EP and 310L.

CAT

- Backhoes manufactured in Leister, England
- Product Link (Telematics) option only
- No capability for remote diagnostics (SAR)
- Breathers on front axle must be maintained every 250 hr. or as needed (Per OM)
- Lift specs listed at 100% capacity. Deere and Case list at 87% per SAE
- No limited slip option
- No capability for remote diagnostics (SAR)
- IT models come with FNR switch on the loader lever controller
- Cable operated Park Brake must be adjusted every 50 hr (Per OM).
- Hydraulic BH coupler optional on all F2 models
- MFWD is optional on all models
- Lift specs listed at 100% of lift capacity

CASE

- Backhoes manufactured in Burlington, Iowa, USA
- No capability for remote diagnostics (SAR).
- Breathers on front axle must be maintained every 250 hr or as needed (Per OM).
- 580N – 590SN use a DPF that must be replaced every 3,000 hrs. by a CASE dealer (Per OM).
- Loader lift capacity is only a calculated value, per brochure.
- Limited slip offered on 580SN WT ONLY
- MWFD should only be operated in 1st and 2nd gear and not on hard surfaces (per OM)
- No fan guard offered
- Power Lift only affects Boom lift (not dipper)

Quote Id: 15627746

Prepared For:
GEORGETOWN COUNTY



Prepared By: **EDWARD KELLEY**

Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511

Tel: 843-358-5688
Fax: 843-358-2826
Email: ekelley@flintequipco.com

Date: 28 June 2017

Offer Expires: 30 August 2017

Quote Summary

Prepared For:
GEORGETOWN COUNTY
715 Prince St
Georgetown, SC 29440

Prepared By:
EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

Quote Id: 15627746
Created On: 28 June 2017
Last Modified On: 12 July 2017
Expiration Date: 30 August 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 310L BACKHOE LOADER	\$ 90,275.00 X	1 =	\$ 90,275.00

Equipment Total	\$ 90,275.00
------------------------	---------------------

Quote Summary

Equipment Total	\$ 90,275.00
SubTotal	\$ 90,275.00
Sales Tax	\$ 500.00
Total	\$ 90,775.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 90,775.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 15627746

Customer: GEORGETOWN COUNTY

JOHN DEERE 310L BACKHOE LOADER

Hours:

Stock Number:

				Selling Price
				\$ 90,275.00
Code	Description	Qty	Unit	Extended
0A60T	310L BACKHOE LOADER	1	\$ 113,484.00	\$ 113,484.00
Standard Options - Per Unit				
170C	JDLink Ultimate Cellular - 5 Years	1	\$ 0.00	\$ 0.00
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1	\$ 7,037.00	\$ 7,037.00
2035	Cab	1	\$ 11,662.00	\$ 11,662.00
2401	English Decals with English Operator and Safety Manuals	1	\$ 0.00	\$ 0.00
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$ 954.00	\$ 954.00
4466	Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1	\$ 1,778.00	\$ 1,778.00
5285	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,594.00	\$ 2,594.00
5400	Less Coupler	1	\$ 0.00	\$ 0.00
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1	\$ 1,333.00	\$ 1,333.00
6020	Extendible Dipperstick	1	\$ 9,436.00	\$ 9,436.00
6210	No Auxiliary	1	\$ 0.00	\$ 0.00
7075	Three-Function Loader Hydraulics, Dual Lever	1	\$ 1,799.00	\$ 1,799.00
7675	1.25 Cu. Yd. (.96 Cu. M.), 86 in.(2.18 m) wide Multipurpose Bucket	1	\$ 7,019.00	\$ 7,019.00
8425	450 Lb. (204 kg) Front Counterweight	1	\$ 599.00	\$ 599.00
8635	Single Battery With Disconnect and Jump Post	1	\$ 250.00	\$ 250.00
9060	Front View Mirror	1	\$ 80.00	\$ 80.00
9110	Ride Control	1	\$ 1,935.00	\$ 1,935.00
9210	Left Side Console Storage with Cup Holders	1	\$ 79.00	\$ 79.00
9919	Sun Visor	1	\$ 92.00	\$ 92.00
Standard Options Total				\$ 46,647.00
Dealer Attachments				
54DB310L	54" Ditching Bucket	1	\$ 2,645.16	\$ 2,645.16
BYT10244	Mechanical to Air Seat Conversion	1	\$ 786.00	\$ 786.00
AT430023	Radio, Bosch Basic Package	1	\$ 850.00	\$ 850.00
AT186155	(2) External Rear View Mirrors	1	\$ 282.00	\$ 282.00

Selling Equipment

Quote Id: 15627746

Customer: GEORGETOWN COUNTY

AT313592	6 inch Amber Warning Light with LED Beacon and Magnetic Roof Mounting Kit	1	\$ 257.00	\$ 257.00
AT313589	Beacon/Strobe Ready Wiring Kit	1	\$ 34.00	\$ 34.00
Dealer Attachments Total				\$ 4,854.16
Other Charges				
	Freight	1	\$ 1,700.00	\$ 1,700.00
	Setup	1	\$ 800.00	\$ 800.00
	FSA Fee(.75% of sale price)	1	\$ 675.00	\$ 675.00
	Nortrax Admin Fee(.5% MDP)	1	\$ 500.00	\$ 500.00
	FEC ASC	1	\$ 800.00	\$ 800.00
Other Charges Total				\$ 4,475.00
Suggested Price				\$ 169,460.16
Customer Discounts				
Customer Discounts Total			\$ -79,185.16	\$ -79,185.16
Total Selling Price				\$ 90,275.00

**Bill To**

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

Ship To

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

Purchase Order

No. 2018-00000028

07/12/17

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

Vendor 1126527 FLINT EQUIPMENT COMPANY**Contact**

FLINT EQUIPMENT COMPANY
ATTN: Edward Kelley
4900 East Highway 501
AYNOR, SC 29511

Deliver by 10/31/17
Ship Via VEND
Freight Terms F.O.B: DESTINATION
Originator Kyle Prufer
Resolution Number Coop Procurement 17-035
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
90275.0000	\$/US	Equipment Purchase, Heavy & Construction	0A60T	\$1.0000	\$90,275.00
<i>Item Description</i> John Deere 310L Backhoe Loader, 4x4, as specified in Quote <i>Detail Description</i> No. 15627746 as attached, utilizing the FSA Cooperative.					
G/L Account		Project		Amount	Percent
499.579-50707 (Machinery & Equipment)					100.00%
500.0000	\$/US	Equipment Purchase, Heavy & Construction		\$1.0000	\$500.00
<i>Item Description</i> SC Maximum Cap Sales Tax (99HP)					
G/L Account		Project		Amount	Percent
499.579-50707 (Machinery & Equipment)					100.00%

DRAFT

Level 3 **Level Description** Purchasing **Date** 7/12/2017 **Approval User** Kyle Prufer

Subtotal \$90,775.00
Sales Tax \$0.00
Total Due \$90,775.00

Page 1 of 5

SIGNATURE

SIGNATURE

Special Instructions

This PO is part of a Cooperatively Awarded Purchasing Agreement as referenced:

Contract ID: _____ Membership # _____

Order/Quotation# _____ Order Date: _____

FROM: Georgetown County, SC Purchasing Office Phone (843)545-3083 - FAX (843)545-3500 - EMAIL: purch@gtcounty.org

Quote Id: 15627746

Prepared For:
GEORGETOWN COUNTY



Prepared By: **EDWARD KELLEY**

Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511

Tel: 843-358-5688
Fax: 843-358-2826
Email: ekelley@flintequipco.com

Date: 28 June 2017

Offer Expires: 30 August 2017

Confidential

Quote Summary

Prepared For:
GEORGETOWN COUNTY
715 Prince St
Georgetown, SC 29440

Prepared By:
EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

Quote Id: 15627746
Created On: 28 June 2017
Last Modified On: 12 July 2017
Expiration Date: 30 August 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 310L BACKHOE LOADER	\$ 90,275.00 X	1 =	\$ 90,275.00

Equipment Total	\$ 90,275.00
------------------------	---------------------

Quote Summary

Equipment Total	\$ 90,275.00
SubTotal	\$ 90,275.00
Sales Tax	\$ 500.00
Total	\$ 90,775.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 90,775.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 15627746

Customer: GEORGETOWN COUNTY

JOHN DEERE 310L BACKHOE LOADER

Hours:
Stock Number:

				Selling Price
				\$ 90,275.00
Code	Description	Qty	Unit	Extended
0A60T	310L BACKHOE LOADER	1	\$ 113,484.00	\$ 113,484.00
Standard Options - Per Unit				
170C	JDLink Ultimate Cellular - 5 Years	1	\$ 0.00	\$ 0.00
1065	John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1	\$ 7,037.00	\$ 7,037.00
2035	Cab	1	\$ 11,662.00	\$ 11,662.00
2401	English Decals with English Operator and Safety Manuals	1	\$ 0.00	\$ 0.00
3065	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$ 954.00	\$ 954.00
4466	Galaxy 21L 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1	\$ 1,778.00	\$ 1,778.00
5285	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,594.00	\$ 2,594.00
5400	Less Coupler	1	\$ 0.00	\$ 0.00
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1	\$ 1,333.00	\$ 1,333.00
6020	Extendible Dipperstick	1	\$ 9,436.00	\$ 9,436.00
6210	No Auxiliary	1	\$ 0.00	\$ 0.00
7075	Three-Function Loader Hydraulics, Dual Lever	1	\$ 1,799.00	\$ 1,799.00
7675	1.25 Cu. Yd. (.96 Cu. M.), 86 in.(2.18 m) wide Multipurpose Bucket	1	\$ 7,019.00	\$ 7,019.00
8425	450 Lb. (204 kg) Front Counterweight	1	\$ 599.00	\$ 599.00
8635	Single Battery With Disconnect and Jump Post	1	\$ 250.00	\$ 250.00
9060	Front View Mirror	1	\$ 80.00	\$ 80.00
9110	Ride Control	1	\$ 1,935.00	\$ 1,935.00
9210	Left Side Console Storage with Cup Holders	1	\$ 79.00	\$ 79.00
9919	Sun Visor	1	\$ 92.00	\$ 92.00
Standard Options Total				\$ 46,647.00
Dealer Attachments				
54DB310L	54" Ditching Bucket	1	\$ 2,645.16	\$ 2,645.16
BYT10244	Mechanical to Air Seat Conversion	1	\$ 786.00	\$ 786.00
AT430023	Radio, Bosch Basic Package	1	\$ 850.00	\$ 850.00
AT186155	(2) External Rear View Mirrors	1	\$ 282.00	\$ 282.00

Selling Equipment

Quote Id: 15627746

Customer: GEORGETOWN COUNTY

AT313592	6 inch Amber Warning Light with LED Beacon and Magnetic Roof Mounting Kit	1	\$ 257.00	\$ 257.00
AT313589	Beacon/Strobe Ready Wiring Kit	1	\$ 34.00	\$ 34.00
Dealer Attachments Total				\$ 4,854.16
Other Charges				
	Freight	1	\$ 1,700.00	\$ 1,700.00
	Setup	1	\$ 800.00	\$ 800.00
	FSA Fee(.75% of sale price)	1	\$ 675.00	\$ 675.00
	Nortrax Admin Fee(.5% MDP)	1	\$ 500.00	\$ 500.00
	FEC ASC	1	\$ 800.00	\$ 800.00
Other Charges Total				\$ 4,475.00
Suggested Price				\$ 169,460.16
Customer Discounts				
Customer Discounts Total			\$ -79,185.16	\$ -79,185.16
Total Selling Price				\$ 90,275.00

Item Number: 6.k
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #17-074, John Deere 850K Crawler Dozer

CURRENT STATUS:

The John Deere 850K Crawler Dozer will be a replacement of the 2008 John Deere 850 J WH Bull Dozer under the FY18 Capital Equipment Replacement Program (CERP) for the Landfill.

POINTS TO CONSIDER:

1) Procurement of this unit will utilize the Florida Sheriff's Association (FSA) cooperative purchasing program, under the Purchasing Ordinance (2008-09):

Sec. 2-75. Cooperative Purchasing Agreements

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

2) The County has a successful history using this cooperative and finds pricing and availability to be advantageous.

3) The County also has a long history of satisfactory performance and service in using John Deere construction equipment, and the fleet service provider is experienced in the maintenance and repair of Deere units.

FINANCIAL IMPACT:

This item was included in the FY18 budget in G/L account number 502.305-50707 with a budget of \$307,000.00. The overage will be covered by the savings from the proposed landfill compactor.

OPTIONS:

1) Approve PO#2018-00000031 to Flint Equipment Company of Aynor, SC as the delivering dealer for a John Deere 850K Crawler Dozer per Quote #15642248, under FSA Contract # FSA16-VEH14.0 in the amount of \$331,218.50 inclusive of sales tax and delivery; OR

2) Decline to approve the purchase.

STAFF RECOMMENDATIONS:

The John Deere 850K Crawler Dozer was selected by the Public Services Director and Environmental Services staff as meeting the requirements necessary for the Landfill. The FSA cooperative pricing provided by Flint Equipment was found to be reasonable and the equipment meets the department's specifications. Savings from the purchase of the Landfill Compactor will be used to offset the budget overage for this purchase. The Public Services Department recommends award to Flint Equipment of Aynor, SC for a total amount of \$331,218.50, including

taxes.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Vehicle/Equipment Procurement Approval	Cover Memo
▣ Flint Equipment Company Quote #15642248	Cover Memo
▣ DRAFT PO# 2018-00000031 for Approval	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 17-074 **Dept:** Public Services/Landfill

Procurement for: John Deere 850K Crawler Dozer

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$332,000.00 **FY** 18

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

☐-Cash Purchase

☒-Municipal Lease/Purchase Financing 8 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
502.305-50707	\$307,000.00
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	

☐- New Acquisition Replacement: ☒- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model 2008 John Deere 850 J WH Bull Dozer

VIN/Serial No. T0850JX172954

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

Bank Currently Holding Title: _____

Department Director/Elected Official

07/12/2017

Date 7/14/17

Budget Officer

Date 7/14/17

Purchasing

Date 7/17/17

Finance Director

Date 7/18/17

County Administrator

Date 7/18/17

Quote Id: 15642248

Prepared For:
GEORGETOWN COUNTY PUBLIC WORKS



Prepared By: **EDWARD KELLEY**

Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511

Tel: 843-358-5688
Fax: 843-358-2826
Email: ekelley@flintequipco.com

Date: 30 June 2017

Offer Expires: 25 August 2017

Quote Summary**Prepared For:**

GEORGETOWN COUNTY PUBLIC WORKS
2236 Browns Ferry Rd
Georgetown, SC 29440

Prepared By:

EDWARD KELLEY
Flint Equipment Company
4900 East Highway 501
Aynor, SC 29511
Phone: 843-358-5688
ekelley@flintequipco.com

FSA # FSA16-VEH14.0

Quote Id: 15642248
Created On: 30 June 2017
Last Modified On: 12 July 2017
Expiration Date: 25 August 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 850K CRAWLER DOZER	\$ 309,550.00 X	1 =	\$ 309,550.00

Equipment Total	\$ 309,550.00
------------------------	----------------------

Quote Summary

Equipment Total	\$ 309,550.00
SubTotal	\$ 309,550.00
Sales Tax - (7.00%)	\$ 21,668.50
Total	\$ 331,218.50
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 331,218.50

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 15642248

Customer: GEORGETOWN COUNTY PUBLIC WORKS

JOHN DEERE 850K CRAWLER DOZER				
Hours:				
Stock Number:				
				Selling Price
				\$ 309,550.00
Code	Description	Qty	Unit	Extended
8940T	850K CRAWLER DOZER	1	\$ 341,847.00	\$ 341,847.00
Standard Options - Per Unit				
0940	John Deere PowerTech PSS 6.8L (414 cu. in.) 6 Cyl EPA FT4/EU Stage IV Compliant	1	\$ 10,822.00	\$ 10,822.00
1060	Outside Dozer w/ 2184 mm (86 in.) Gauge Low Ground Pressure (LGP) Track Frame (8 Roller)	1	\$ 28,505.00	\$ 28,505.00
1710	JDLINK Ultimate Cellular for the Americas, excluding Costa Rica - 5 Years	1	\$ 0.00	\$ 0.00
2575	No Topcon Grade Control Base Kit Installed	1	\$ 0.00	\$ 0.00
2605	English Operator Manual	1	\$ 0.00	\$ 0.00
2775	No Topcon Radio Installation	1	\$ 0.00	\$ 0.00
4540	45 Link with 30 in. (760 mm) Moderate Service Shoes With Clipped Corners	1	\$ 2,230.00	\$ 2,230.00
5085	Cab with Roof Mounted Air Conditioner/Heater	1	\$ 30,228.00	\$ 30,228.00
5885	Air Suspension Comfort Control High Back Fabric Seat	1	\$ 0.00	\$ 0.00
7080	152 in. (3861 mm) Low Ground Pressure (LGP) Semi-U Blade	1	\$ 11,626.00	\$ 11,626.00
7720	2 Function Electro-Hydraulic (EH) Controls for Outside Dozer w/ Quick Drop Valve	1	\$ 1,611.00	\$ 1,611.00
7925	Standard Hydraulic Pump	1	\$ 0.00	\$ 0.00
8010	Hydraulic And Hydrostatic Oil - Hydrau	1	\$ 0.00	\$ 0.00
9010	Landfill Package - (Special Application packages will delay crawler delivery, contact Crawler OFT for availability)	1	\$ 4,848.00	\$ 4,848.00
9075	Quick Service Bank for Transmission, Hydraulic, Engine oil & Engine Coolant Fluid changes	1	\$ 508.00	\$ 508.00
9347	Extended Rigid Drawbar with Pin for use w/o Rear Counterweight	1	\$ 1,435.00	\$ 1,435.00
Standard Options Total				\$ 91,813.00
Dealer Attachments				

Selling Equipment

Quote Id: 15642248

Customer: GEORGETOWN COUNTY PUBLIC WORKS

AT440594	Landfill LGP OSD Semi-U Customworks Installed Package	1	\$ 9,294.00	\$ 9,294.00
BYT10129	Blade Trash Rack, Landfill, for LGP OSD S/U & Straight	1	\$ 2,805.00	\$ 2,805.00
AT397449	Landfill Front Strikers for LGP Outside Dozer	1	\$ 1,371.00	\$ 1,371.00
AT433670	Rear Screens, Cab (FT4)	1	\$ 1,410.00	\$ 1,410.00
AT439423	Rear Striker for LGP OSD	1	\$ 1,420.00	\$ 1,420.00
Dealer Attachments Total				\$ 16,300.00
Other Charges				
	Freight	1	\$ 5,500.00	\$ 5,500.00
	Setup	1	\$ 1,800.00	\$ 1,800.00
	FEC ASC	1	\$ 7,000.00	\$ 7,000.00
	Local Delivery	1	\$ 750.00	\$ 750.00
Other Charges Total				\$ 15,050.00
Suggested Price				\$ 465,010.00
Customer Discounts				
Customer Discounts Total			\$ -155,460.00	\$ -155,460.00
Total Selling Price				\$ 309,550.00



DRAFT

Bill To

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

Ship To

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

Purchase Order

No. 2018-00000031

07/18/17

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

Vendor 1126527 FLINT EQUIPMENT COMPANY**Contact**

FLINT EQUIPMENT COMPANY
ATTN: Edward Kelley
4900 East Highway 501
AYNOR, SC 29511

Deliver by 09/11/17
Ship Via VEND
Freight Terms F.O.B: DESTINATION
Originator Nancy Silver
Resolution Number FSA# FSA16-VEH14.0
Invoice Terms N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
309550.0000	\$/US	HEAVY EQUIPMENT - PURCHASE		\$1.0000	\$309,550.00
Item Description John Deere 850K Crawler Dozer Detail Description Per Quote #15642248 as attached. ****PLEASE CONTACT RICH PRICE AT 843-546-5708 OR JAMES DORSEY AT 843-545-3445 TO COORDINATE DELIVERY AT LEAST 24 HOURS IN ADVANCE****					
G/L Account		Project		Amount	Percent
502.305-50707 (Machinery & Equipment)					100.00%
21668.5000	\$/US	HEAVY EQUIPMENT - PURCHASE		\$1.0000	\$21,668.50
Item Description Sales Tax 7%					
G/L Account		Project		Amount	Percent
502.305-50707 (Machinery & Equipment)					100.00%

Level 4 **Level Description** Purchasing **Date** 7/18/2017 **Approval User** Nancy Silver

Subtotal \$331,218.50**Sales Tax** \$0.00**Total Due** \$331,218.50

SIGNATURE

SIGNATURE

Special Instructions

This PO is part of a Cooperatively Awarded Purchasing Agreement as referenced:

Contract ID: _____ Membership # _____

Order/Quotation# _____ Order Date: _____

FROM: Georgetown County, SC Purchasing Office Phone (843)545-3083 - FAX (843)545-3500 - EMail: purch@gtcounty.org



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

Memorandum

To: Kyle Prufer
From: Ray C. Funnye, Director
File No.: 316.16
Date: July 11, 2017
Re: Recommendation for Procurement - John Deere 850K Crawler Dozer



On June 30, 2017, Georgetown County received a quote (Quote Id: 15642248) from Flint Equipment of Aynor, SC, using the Florida Sheriff's Association pricing.

Flint Equipment of Aynor, SC, provided a quote for a John Deere 850K Crawler Dozer for \$331,218.50, including taxes. We have reviewed and thoroughly evaluated the contents of the quote and have found the pricing to be reasonable and the equipment meets our required specifications.

Savings from the purchase of the proposed Landfill compactor will be used to offset the budget overage for this purchase.

Based on the aforementioned, I recommend procurement of the John Deere 850K Crawler Dozer from Flint Equipment of Aynor, SC for a total amount of \$331,218.50, including taxes.

Item Number: 6.I
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #17-060, Replacement Beach Sand Fencing at Garden City Beach, Phase I

CURRENT STATUS:

Per the Capital Projects department, this project is needed to replace the damaged sand fencing along the reach three portion of Garden City Beach caused by Hurricane Matthew.

POINTS TO CONSIDER:

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

- 1) Earthbalance of North Port, FL; and
- 2) Waterbridge Contractors of Murrells Inlet, SC.

FINANCIAL IMPACT:

This project was originally estimated and approved as a FEMA grant under GL account number 99324.139-50411 up to \$35,000.00. However, there has since been an increase in project cost due to the increase in length of sand fencing to be replaced to include the entirety of the Reach 3 portion of Garden City Beach. This increase in length was discussed with and approved by FEMA. There was also an addition of the demolition of the old sand fencing and posts to this project which will require a separate additional mobilization to allow removal of the old fencing prior to nourishment of Reach 3 by the USACE. The additional required funds will come from FEMA (75%) and the County (25%). It is noted that the SCEMD may subsidize a portion of the County's 25%, as they have in the past.

OPTIONS:

- 1) Award an IDIQ contract agreement to Earthbalance of North Port, FL.
- 2) Decline to award.

STAFF RECOMMENDATIONS:

On July 14, 2017 Georgetown County Department of Public Services received two (2) bids for Bid# 17-060, Replacement Beach Sand Fencing at Garden City Beach, Phase I. Upon review of the bids, Waterbridge Contractors was found to have a mathematical error (extension of Unit Price) in their bid, as shown in Appendix 1 (attached). As unit prices shall govern, the corrected balance for Waterbridge comes to \$81,723.00. After this correction, when bids were compared, Earthbalance was found to be the lowest bid in the amount of \$81,080.00. Based upon the aforementioned, staff recommends award of Bid# 17-060, Replacement Beach Sand Fencing at Garden City Beach, Phase I to Earthbalance of North Port, FL in the amount of \$81,080.00.

ATTORNEY REVIEW:

No

ATTACHMENTS:

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



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 17-060

Procurement for: Replacement Beach Sand Fencing at Garden City Beach, PHASE I

Department: Public Services, Capital Projects

Budgeted: ☐-YES ☒-NO

Budgeted/Estimated Cost: \$25,000.00 35,000/24 FY 18

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

☒-Cash Purchase

☐-Other (Specify): _____

Funding Source Location	
G/L Account Number	Funding Amount
99324.139 50411	FEMA/County Match

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

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

Grant Approval Attached : ☐-YES ☒-NO

[Signature]

Department Director/Elected Official

06/19/2017

Date

Purchasing

[Signature]

06-19-2017

Date

Finance Director

[Signature]

6/22/17

Date

County Administrator

[Signature]

6/26/17

Date



Public Bid Opening Tabulation
Bid No. 17-060, Replacement Beach Sand Fencing at Garden City Beach, Phase I
Friday, July 14, 2017 at 2:00 PM Eastern NIST

<u>Name of Company</u>	<u>Mobilization for Demo/Removal</u> Add. 01, Pg. 4 Line 1	<u>Demo/Removal (Lump Sum)</u> Add. 01, Pg. 4 Line 1	<u>Mobilization for Install</u> Add. 01, Pg. 4 Line 1	<u>Extended Fence Unit Cost</u> Add. 01, Pg. 4 Line 1	<u>Summary Bid Total</u> Add. 01, Pg. 4 Line 1	<u>Comment(s)</u>
Earth Balance	\$ 3,450 ⁰⁰	\$ 11,500 ⁰⁰	\$ 4,300 ⁰⁰	\$ 59,630 ⁰⁰	\$ 81,080 ⁰⁰	
Water Bridge Contractors	\$ 6,859 ⁰⁰	\$ 6,859 ⁰⁰	\$ 19,430 ⁰⁰	\$ 29,145 ⁰⁰	\$ 62,293 ⁰⁰	
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	
	\$	\$	\$	\$	\$	

OPENED BY: 

WITNESS: 



Georgetown County
Department of Public Services
Phone: (843) 545-3325
Fax: (843) 545-3396

Memorandum

To: Kyle Prufer

From: Ray C. Funnye, Director

File No.: 316.16

Date: July 20, 2017

Re: Recommendation for Bid # 17-060 Replacement of Sand Fencing at Garden City Beach

A handwritten signature in blue ink, appearing to read 'Ray C. Funnye', is placed over the 'From' field of the memorandum.

On July 14, 2017, Georgetown County Department of Public Services received two (2) bids for Bid # 17-060 Replacement of Sand Fencing at Garden City Beach. Upon review of the bids, Waterbridge Construction was found to have a mathematical error (extension of Unit Price) in their bid, as shown in Appendix 1 (attached). As required by Bid Document Section 100.29.f, "In case of error in extension, extension of Unit Prices shall govern," the Waterbridge bid was corrected. After this correction, the bids were compared. Earthbalance submitted the lowest bid, in the amount of \$81,080.00.

It is noted that based upon discussions with the FEMA project manager this project will be a FEMA small project and eligible for a portion of the total to be paid through FEMA. This project was originally estimated and approved for \$35,000. The increase in project cost is due to the increase in length of sand fencing to be replaced, from 215 assemblies to 335 assemblies as to include the entirety of the Reach 3 portion of Garden City Beach. This increase in length was discussed with and approved by FEMA. We also added demolition of the old sand fencing and posts in this project as well, which will require a separate additional mobilization to allow removal of the old fencing prior to renourishment of Reach 3 by the USACE. The additional required funds will come from FEMA(75%) and the county(25%). It is noted that the SCEMD may subsidize a portion of the County's 25%, as they have in the past.

Based on the aforementioned, I hereby recommend that the award of Bid # 17- 060 Replacement of Sand Fencing at Garden City Beach go to Earthbalance in the amount of \$81,080.00.

Appendix 1

Waterbridge Contractors Submittal

Bid Schedule of Values					
No.	Description	QTY	Unit	Unit Cost	Total Price
Demolition & Removal					
1	Mobilization for Limited NTP on Demolition & Removal	1	LS		6859 ⁰⁰
2	Demolition and Removal of Existing Sand Fence Posts & Panels	1	LS		6859 ⁰⁰
Materials & Installation					
3	Mobilization for NTP on Installation	1	LS		19430 ⁰⁰
4	Quantity of Sand Fencing Assembly Units	335	Each	145 ⁰⁰	29,145 ⁰⁰
Total					62,273 ⁰⁰

Waterbridge Corrected

Bid Schedule of Values					
No	Description	QTY	Unit	Unit Cost	Total Price
1	Mobilization for Demo	1	LS		\$ 6,859.00
2	Demo	1	LS		\$ 6,859.00
Materials and Installation					
3	Mobilization for installation	1	LS		\$ 19,430.00
4	Quantity of Sand Fencing Assembly Units	335	UNIT	145	\$ 48,575.00
Total					\$ 81,723.00

EarthBalance

Bid Schedule of Values					
No	Description	QTY	Unit	Unit Cost	Total Price
1	Mobilization for Demo	1	LS		\$ 3,650.00
2	Demo	1	LS		\$ 11,500.00
Materials and Installation					
3	Mobilization for installation	1	LS		\$ 6,300.00
4	Quantity of Sand Fencing Assembly Units	335	UNIT	178	\$ 59,630.00
Total					\$ 81,080.00

Item Number: 6.m
Meeting Date: 7/25/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Bid #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment

CURRENT STATUS:

This dual rear wheel utility tractor with cab and flex wing rotary cutter attachment is to be purchased as part of the FY18 Capital Equipment Replacement Plan (CERP) for use at the Georgetown airport.

POINTS TO CONSIDER:

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were six (6) responses received:

- 1) Altman Tractor Co. of Conway, Inc. of Conway, SC @ \$92,715.50 base bid + \$ 14,926.50 alternate #1 = \$107,642.00 Total Cost.
- 2) Blanchard Machinery Co., Inc. of Longs, SC @ \$101,368.59 base bid + \$9,549.75 alternate #1 = \$110,918.34 Total Cost.
- 3) Flint Equipment Company of Aynor, SC @ \$93,892.50 base bid + \$7,490.00 alternate #1 = \$101,382.50 Total Cost.
- 4) Nichols Equipment Inc. of Moncks Corner, SC @ \$16,970.20 (Cost of Rotary Cutter Only- Tractor & Alternate #1 not quoted).
- 5) Southeast Farm Equipment of Loris, SC @ \$109,529.21 base bid + \$6,774.41 alternate #1 = \$116,303.62.
- 6) Tyler Equipment Co., Inc. of Conway, SC @ \$94,481.00 base bid + \$7,811.00 alternate #1 = \$102,292.00.

FINANCIAL IMPACT:

This procurement is included in the FY18 budget as approved, and is funded in 499.609-50707 up to \$66,500. The \$34,882.50 budget overage for this piece of equipment will come from the postponed purchase of the Public Works backhoe (\$115,000).

OPTIONS:

- 1) Award to the lowest bidder, Flint Equipment Company of Aynor, SC for a total of \$101,382.50 inclusive of taxes and delivery.
- 2) Deny the request for award.

STAFF RECOMMENDATIONS:

The six (6) bids received were reviewed by the Public Services Department. All were found to be complete bid packages with the exception of Nichols Equipment, Inc., which only quoted the cost of the rotary cutter. They did not quote the Tractor which was part of the base bid. The actual lowest bid (Nichols Equipment, Inc.) was found to be incomplete as they did not quote the tractor which was part of the base bid. The lowest complete bid including the alternate #1 (front end

loader attachment) was from Flint Equipment Company with a base bid plus alternate #1 total of \$101,382.50. Although this is \$34,882.50 over budget for this piece of equipment, the savings from the postponed purchase of the Public Works backhoe (\$115,000) will be used to offset the overage. In addition, Flint Equipment's delivery date after receipt of offer is 15 days for equipment and parts availability for the John Deere equipment being purchased is readily available. Based upon the aforementioned, staff recommends awarding Bid #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment to Flint Equipment for a base bid plus alternate #1 total of \$101,382.50, inclusive of sales tax and delivery.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Vehicle/Equipment Procurement Approval	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Bid Summary Worksheet	Cover Memo
▣ Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo



Georgetown County, South Carolina
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 17-057 **Dept:** Airport

Procurement for: Dual Rear Wheel Utility Tractor with Cab and Rotary Cutter Attachment

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$51,000+\$15,500=\$66,500 **FY** 18

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

☒-Cash Purchase

☒-Municipal Lease/Purchase Financing 6 -YRS

Funding Source Location	
G/L Account Number	Funding Amount
<u>499 010.609-50707</u>	\$66,500.00
Is grant money involved in this procurement? <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	
If YES, attach a copy of the approved grant budget from the awarding source.	
Grant Approval Attached : <input type="checkbox"/> -YES <input checked="" type="checkbox"/> -NO	

☒- New Acquisition Replacement: ☒- Scheduled CERP ☐- Destroyed

Unit Being Replaced: Year/Make Model 2009 John Deere 5101E Tractor

VIN/Serial No. LV5101E160329

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

Bank Currently Holding Title: NO LIEN ON THIS UNIT.



Department Director/Elected Official



Budget Officer



Purchasing



Finance Director



County Administrator

06/14/2017

Date

6/19/17

Date

6/20/17

Date

6/22/17

Date

6/26/17

Date



Public Bid Opening Tabulation
IFB #17-057, Dual Rear Wheel Utility Tractor with Cab and
Flex Wing Rotary Cutter Attachment
Wednesday, July 12, 2017 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<u>Total Base Bid Cost</u> (Pg. 25, item #3)	<u>Total Add/ Alternate #1 Cost</u> (Pg. 25, item #5)	<u>Specification Checklist Included?</u>	<u>Comments</u>
<i>Altman Tractor Co.</i>	<i>\$ 92,715⁵⁰</i>	<i>\$ 14,926⁵⁰</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Southeast Farm Equipment</i>	<i>\$ 109,529²¹</i>	<i>\$ 6,774⁴¹</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Blanchard Machinery</i>	<i>\$ 101,368⁵⁵</i>	<i>\$ 9,549⁷⁵</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Nichols Equipment, Inc</i>	<i>\$ 16,970²⁰</i>	<i>N/A</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>Price & Check List for Rotary Cutter Only</i>
<i>Tyler Equipment Co.</i>	<i>\$ 94,481⁰⁰</i>	<i>\$ 7,811⁰⁰</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Flint Equipment Co.</i>	<i>\$ 93,892⁵⁰</i>	<i>\$ 7,490⁰⁰</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: *[Signature]*

WITNESS: *Ann G. Puckett*

Bid Summary Worksheet for IFB #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment

	Altman Tractor Co.	Blanchard Machinery Co., Inc.	Flint Equipment Company	Nichols Equipment, Inc.	Southeast Farm Equipment	Tyler Equipment Co., Inc.
Cost of Tractor	\$72,000.00	\$78,987.00	\$72,500.00	N/A	\$85,230.00	\$75,325.00
Cost of Rotary Cutter	\$14,650.00	\$15,750.00	\$15,250.00	\$15,860.00	\$17,133.75	\$12,975.00
Shipping/Freight	\$0.00	Included in above	\$0.00	N/A	\$0.00	Included
SC Sales Tax	\$6,065.50	\$6,631.59	\$6,142.50	\$1,110.20	\$7,165.46	\$6,181.00
Total Base Bid Cost	\$92,715.50	\$101,368.59	\$93,892.50	\$16,970.20	\$109,529.21	\$94,481.00
		Corrected Taxes				
Add/Alternate #1:						
Cost of Front End Loader	\$13,950.00	\$8,925.00	\$7,000.00	N/A	\$6,331.22	\$7,300.00
Shipping/Freight	\$0.00	Included in above	\$0.00	N/A	\$0.00	Included
SC Sales Tax	\$976.50	\$624.75	\$490.00	N/A	\$443.19	\$511.00
Total Add/Alternate #1 Cost	\$14,926.50	\$9,549.75	\$7,490.00	N/A	\$6,774.41	\$7,811.00
Make/Model of Tractor:	New Holland T56.120	New Holland T5.120	John Deere 6120E	N/A	6120M	Kubota M6-111DTC
Make/Model of Rotary Cutter:	Woods BW180X HDW-PRO	Schulte FX-1800	John Deere HX15 Flex-Wing	Schulte FX-1800	CX15	Landpride RC4015
Make/Model of Front End Loader:	New Holland 845TL	New Holland 835TL	John Deere H310	N/A	H260	Kubota LA1955
Delivery Date or # of days for delivery after receipt of order:	30-120 days	120 days	15 days	within 45 days	November 30, 2017	Within 30 days
Nearest Branch for Parts/Service	Conway, SC	Longs, SC	Aynor, SC	Moncks Corner, SC	Loris, SC	Conway, SC
Included Warranty:	2 Yrs	2 Yrs/2000 Hrs (whichever comes first)	1 Yr Full Machine	Yes-see details attached to bid.	2 Yrs/2000 Hrs	3 Yrs/2000 Hrs-3 Yrs/3000 hrs Powertrain
Extended Warranty:	(Max) \$3,658.00	Says available but no details attached	N/A	N/A	See bid for choices	\$2,800.00 for 1 Yr/1000 hrs
Additional Extended Warranty:	See attached to bid	Says available but no details attached	N/A	N/A	[Blank]	\$4,500.00 for 2 Yrs/2000 hrs
Local Preference?	Non-Resident	Non-Resident	Non-Resident	Non-Resident	Non-Resident	Non-Resident
Bidder's City, State	Conway, SC	Longs, SC	Aynor, SC	Moncks Corner, SC	Loris, SC	Conway, SC
Exceptions:	[Blank] See Bid Checklist.	Yes, See Bid Checklist & Exceptions Page.	[Blank] & None on bid checklist.	[Blank], See Bid Checklist.	Exceptions say "None" but see bid checklist for "No" column.	Yes, See Bid Checklist & Exceptions Page.

Memorandum

To: Kyle Prufer
From: Ray Funnye, Director 
Date: July 19, 2017
File No: 316.16
Re: Bid Recommendation - Bid #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment

On Wednesday, July 12, 2017, Georgetown County received six (6) bids for Bid Package #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment. Of the six (6) respondents, all were found to be complete bid packages responding to all items with the exception of Nichols Equipment, Inc., which only quoted the cost of the rotary cutter. They did not quote the Tractor which was part of the base bid.

The actual lowest bid (Nichols Equipment, Inc.) was found to be incomplete as they did not quote the tractor/part of the base bid. The lowest complete bid including alternate #1 (front end loader attachment) was from Flint Equipment Company with a base bid plus alternate #1 total of \$101,382.50. Although this is \$34,882.50 over our budget for this piece of equipment, the savings from the postponed purchase of the Public Works backhoe (\$115,000) will be used to offset the overage. In addition, Flint Equipment's delivery date after receipt of offer is 15 days for equipment and parts availability for John Deere equipment is readily available.

Based upon the aforementioned, I recommend awarding Bid #17-057, Dual Rear Wheel Utility Tractor with Cab and Flex Wing Rotary Cutter Attachment to Flint Equipment for a base bid plus alternate #1 total of \$101,382.50.

Item Number: 8.a
Meeting Date: 7/25/2017
Item Type: APPOINTMENTS TO BOARDS AND COMMISSIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Assessment Appeals Board

CURRENT STATUS:

Pending appointment

POINTS TO CONSIDER:

There is currently a vacancy on the Assessment Appeals Board representing Council District 5. Councilman Beard has nominated Mr. James W. Moody Jr. to serve on the Assessment Appeals Board.

If appointed, Mr. Moody will serve a four year term that will end on March 15, 2021.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Appoint Mr. James W. Moody, Jr. to serve on the Assessment Appeals Board.
2. Do not ratify this appointment to the Assessment Appeals Board.

STAFF RECOMMENDATIONS:

Recommendation for the appointment of Mr. James W. Moody, Jr. to serve on the Assessment Appeals Board.

ATTACHMENTS:

Description	Type
Application James Moody	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:

- ☐ Airport Commission
- ☒ Alcohol & Drug Abuse Commission
- ☐ Assessment Appeals Board
- ☐ ATAX Commission
- ☐ Building Codes Board of Appeals

- _____ Economic Development Alliance Board
- _____ Fire District 1 Board
- _____ Historical Commission
- _____ Library Board
- _____ Midway Fire-Rescue Board

- ☐ Parks & Recreation Commission
- ☐ Planning Commission
- ☐ Sheriff Advisory Board
- ☐ Tourism Management Commission
- ☐ Zoning Appeals Board

Name: JAMES WILTON MOODY, JR
(First) (Middle/Maiden) (Last)

Home Address: 1012 PYATT ST. GEORGETOWN, SC 29440

Home Phone: 843-527-3216 Work Phone: 843-596-4157 Cell Phone: 843-325-3843

Email Address: JIM@TARGETHILL.COM

Permanent resident of Georgetown County? YES / NO Registered Voter in Georgetown County? YES / NO

Occupation: REAL ESTATE Present Employer: GRIMES & ASSOCIATES, INC

Employer Address: 717 BLACK RIVER RD GEORGETOWN, SC 29440 (If retired, most recent employer)

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]* _____

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:
PREVIOUS CHAIR OF ASSESSMENT APPEALS BOARD, 33 YEARS AS
LICENSED REAL ESTATE BROKER

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.

Applicant Signature _____

6/9/17
Date

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

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

Item Number: 9.a
Meeting Date: 7/25/2017
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation 2017-09 - Recognizing the 2017 Gullah/Geechee Nation International Music & Movement Festival, and associated festivities that will be launched the week of July 29th, 2017, in celebration of "Gullah/Geechee Nation Appreciation Week"

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

The proposed Proclamation recognizes the importance of awareness and appreciation for the Gullah/Geechee culture and to honor the history and legacy of the Gullah/Geechee Nation in Georgetown County.

The Proclamation also supports the Gullah/Geechee Nation Celebration and the festivities which will launch the week of July 29, 2017.

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Proclamation
2. Do not adopt Proclamation

STAFF RECOMMENDATIONS:

Adoption of proposed Proclamation 2017-09 in support of Gullah/Geechee Nation Celebration "Gullah Geechee Nation Appreciation Week" in Georgetown County.

ATTACHMENTS:

Description	Type
□ Resolution No. 2017-09	Resolution Letter

Proclamation

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Gullah/Geechee Nation Appreciation Week

Whereas, Georgetown County is the third oldest county in South Carolina, and in the 18th Century, Georgetown County and the South Carolina coast became the locale of some of the richest rice plantations in the South, which were linked to specific West African ethnic groups who became known as “Gullah/Geechee”; and

Whereas, the Gullah/Geechee civilization, originated in West Africa, its people coming to the United States as slaves to work on rice plantations, and with their African fare, original language, and craftsmanship, the Gullah/Geechee people left their mark on southeastern South Carolina; and

Whereas, the Gullah/Geechee culture has had a powerful impact on the Low Country of South Carolina, including Georgetown County and the Pawleys Island area, and these Gullah/Geechee influences have helped to define our southern lifestyle and culture; and

Whereas, the preservation and celebration of the Gullah/Geechee culture has gained momentum due to the Gullah/Geechee Cultural Heritage Act, created by United States Representative James Clyburn, as well as the efforts of others such as Queen Quet, Chieftess of the Gullah/Geechee Nation, and Kwame Sha, co-founders of the International Gullah/Geechee Nation Celebration and the annual Gullah/Geechee Nation Music & Movement Festival; and

Whereas, it is appropriate to recognize the importance of bringing awareness to this rich culture and history in order to increase understanding of the contributions the Gullah/Geechee have given to our area;

Now, Therefore, Be it Proclaimed, the Georgetown County Council does hereby recognize the 2017 Gullah/Geechee Nation International Music & Movement Festival, and associated festivities that will be launched the week of July 29th, 2017, in celebration of **“Gullah/Geechee Nation Appreciation Week”** along our coast; and does encourage the citizens of Georgetown County to participate in educational activities aimed at increasing both knowledge and appreciation of this rich culture.

So Shall it Be, this 25th day of July, 2017.

Johnny Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 9.b
Meeting Date: 7/25/2017
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Resolution No. 2017-10 - To Express Georgetown County's Opposition To Seismic Testing and Offshore Drilling Activities

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

The Department of the Interior is in the process of opening the mid and south Atlantic to exploration and development of offshore oil and gas which will include the use of methods such as seismic testing. This seismic testing data collected will not be available for review by Georgetown County, or members of the public.

Tourism is a major economic force of Georgetown County. This is related to the natural coastal and historical environment which contributes to the high quality of life that County residents enjoy, and could be at risk of oil spills and other harms.

It is Georgetown County's intent to protect our unique environment by managing our open spaces, rivers, beaches, ecological areas and natural resources in a manner consistent with our community's values and priorities, therefore, Resolution No. 2017-10 opposes the Department of the Interior's proposal for seismic testing and offshore oil and gas drilling.

OPTIONS:

1. Adoption of Resolution No. 2017-10 to Express Georgetown County's Opposition To Seismic Testing and Offshore Drilling Activities.
2. Decline adoption of Resolution No. 2017-10.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Resolution No. 2017-10 to express Georgetown County's opposition to seismic testing and offshore drilling activities.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution No 2017-10 Opposing Seismic Testing and Offshore Drilling	Resolution Letter

**A Resolution
of Georgetown County Council**

**To Express The County of Georgetown's Opposition To
Seismic Testing and Offshore Drilling Activities**

Whereas, the Department of the Interior is in the process of opening the mid and south Atlantic to exploration and development of offshore oil and gas which will include the use of methods such as seismic testing; and

Whereas, the seismic testing data collected during any exploration will be proprietary and will not be available for review by Georgetown County, or members of the public; and

Whereas, the use of seismic testing could disrupt and endanger sea mammals and fish; and

Whereas, there is a risk of oil spills in the ocean due to factors such as weather and human error; and

Whereas, oil production requires onshore infrastructure, such as pipelines and refineries that may damage the coast; and

Whereas, Georgetown County is a county where a major economic force is tourism related to the appreciation of our natural coastal and historical environment, which are also the primary factors contributing to the high quality of life the County residents enjoy, enabling business recruitment, economic growth, and attracting new residents; and

Whereas, Georgetown County Government desires to protect our unique environment by managing our open spaces, rivers, beaches, ecological areas and natural resources in a manner consistent with our community's values and priorities;

NOW, THEREFORE BE IT RESOLVED, in a meeting duly assembled that the Georgetown County Council is opposed to the Department of the Interior's proposal for seismic testing and offshore oil and gas drilling off the South Carolina coast.

Adopted this 25th Day of July, 2017.

Johnny Morant, Chairman

ATTEST:

Theresa Floyd, Clerk

Item Number: 9.c
Meeting Date: 7/25/2017
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation No. 2017-11 - Recognizing Suzi Roberts, 2017 Miss South Carolina

CURRENT STATUS:

The Miss South Carolina competition is a pageant that selects the representative for the state of South Carolina in the Miss America pageant. The pageant was first held in Myrtle Beach starting in 1958, and later moved to Greenville, SC. The organization moved the pageant to Columbia, SC in 2011.

POINTS TO CONSIDER:

Suzi Roberts, a native of Georgetown County (Pawleys Island), was crowned Miss South Carolina 2017 on June 24, 2017 in Columbia, South Carolina. She will compete for the title of Miss America 2018 on September 10, 2017 in Atlantic City, New Jersey.

The Miss America competition is a scholarship pageant that is held annually and is open to women from the United States between the ages of 17 and 24. Miss America travels about 20,000 miles a month, changing her location every 24 to 48 hours, touring the nation and promoting her particular platform of interest.

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adopt Proclamation No. 2017-11.
2. Do not adopt Proclamation No. 2017-11.

STAFF RECOMMENDATIONS:

Adopt Proclamation No. 2017-11.

Item Number: 12.a
Meeting Date: 7/25/2017
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-18 - To amend the Turkey Creek Planned Development (PD) to allow for 174 townhome units, 180 "in common" single family units and 179 "fee simple" parcels.

A request from James M. Wooten of DDC Engineers, Inc., as agent for Turkey Creek Development, LLC to amend the Turkey Creek Planned Development (PD) to allow for 174 Townhome units, 180 "in common" Single Family units and 179 "fee simple" parcels. The property is located on the corner of Sunfish Street and Pennyroyal Road in Georgetown. TMS #'s 01-0437-011-00-00, 01-0437A-173-00-00 and 01-0437A-175-00-00. Case Number AMPD 6-17-18445.

CURRENT STATUS:

On September 25, 2007 Council approved Ordinance #2007-62 rezoning this tract from Forest and Agriculture (FA) to the Turkey Creek Planned Development for 356 single family parcels. Phase 1 of the development was partially constructed with some roads pushed in and a stormwater pond created. The development was not completed. Phase 1 was subdivided and recorded.

POINTS TO CONSIDER:

1. The property is bordered by Pennyroyal Road to the south, Sunfish Street to the west and the marsh of Turkey Creek to the east. Surrounding property is zoned FA to the east, HI and R-10 to the south and the Harmony Planned Development is located across Turkey Creek from the tract. Adjacent uses include a wholesale nursery, a cemetery, single family homes and a steam plant.
2. The previous plan was for a single-use PD. Based on a past state Supreme Court decision, the Zoning Ordinance no longer allows for single-use Planned Developments. The existing PD is grandfathered in. The proposed amendment is for a multi-use PD with "fee-simple" units intended for campers and recreational vehicles, single family "in-common" units and townhome units. The narrative defines the development as a "transient resort for campers and the like." The project will be constructed in multiple phases as market conditions warrant.
3. The proposed plan indicates five access points. Two are positioned on Pennyroyal Road. The western most access is already in place. Three access points are proposed along Sunfish Street for the "in-common" units. This is no vehicular connection between the "in-common" section and the other sections, but a pedestrian connection will be provided. The project will not be gated.
4. The net density of the proposed project is 3.25 units per acre and the gross density is 2.29 units per site acre. This is an increase of .35 units per acre over the previous approval. The site contains 54.40 acres of wetlands. A number of ponds are located throughout the development for both stormwater management and to be used as amenities.
5. The plan provides for three development types – 174 single family "in-common" townhome units, 180 single family "in-common" units and 179 single family "fee-simple" lots for a total of 533 units.

The “in-common” townhomes units are located in the eastern portion of the tract along the wetland/marsh of Turkey Creek. No more than 6 units will be attached in each building. The townhomes will be a mix of 2, 3 and 4 bedroom units. The plan indicates a building separation of 20 feet for these units. This area contains a 22’ private drive for access and associated parking (two per unit). Several amenity areas are shown for this section. Specific uses for the amenities are not shown on the plan, but the attached narrative indicates the use of pools, walking trails, and viewing areas. This area includes a boat ramp with associated pervious parking (the previous plan included up to 42 private docks and a marina). An open boat storage area will also be located in this section.

The single family “in-common” units are located on the western portion of the tract. These units will all be accessed via Sunfish Street, a SCDOT right of way. The units are grouped together in sections of 12. The sections are connected with a 22’ private drive and located around a cul de sac. The plan indicates a 20’ building separation. Units range in size from 2,000 square feet to 3,000 square feet. Numerous ponds are shown throughout this section. Two amenity areas are also shown. A sidewalk/walking path will interconnect this section with both the camper section and the townhomes/boat ramp area.

The single family “fee simple” lots are shown in the center of the development. They are accessed off both Pennyroyal entrances. Lots range in size from 3,000 square feet to 4,500 square feet. These lots are restricted to “campers, recreational vehicles, etc.” and permanent dwellings will not be permitted. Setbacks for these lots are proposed at 5’ front, 5’ rear and 5’ side with a maximum height of 35’ and a maximum building coverage of 75%. Minimum lot width is 30’. Lots are accessed from a 50’ private right of way which will also contain a sidewalk. A vehicular connection is shown to both the townhome area and the boat ramp. This section also contains a management office which will include hospitality services.

Accessory structures are also addressed in the narrative. These structures will only be permitted for the “fee-simple” lots and must meet a 5’ side yard setback. They will not be allowed in front yards.

6. The applicant proposes a 25’ exterior PD buffer and a 25’ wetlands buffer. No wetlands fill is proposed for this development. The plan indicates a landscape berm to be located along Pennyroyal Road to buffer the rear/sides of the camper/RV lots.

7. Stormwater for the site will be controlled via a system of swales and pipes connected to proposed ponds and existing water features.

8. The site is located in Flood Zone X but some portions along Turkey Creek are in the X-500 and the AE-9 zone.

9. The applicant met with the Utilities Coordinating Committee on June 28th. No outstanding utility issues were discussed.

10. A traffic impact analysis for the previous project was submitted in October of 2007. The annual daily trips for the proposed 356 single family unit development was 3,344. A left hand turn lane was installed along Pennyroyal Road for the main entrance based on the findings of that study. The applicant’s traffic consultant prepared a trip generation estimate to allow comparison between the previous approval and the proposed development.

	UNITS	ADT	AM PEAK	PM PEAK
Approved	356 single family units	3,344	250	236

Approved	• 330 single family units	3,344	233	330
Proposed	<ul style="list-style-type: none"> • 180 single family units • 174 townhome units • 179 campground spaces 	NA (No daily trip generation exists for campgrounds)	248	310

Unfortunately we cannot make a direct comparison of ADT's. Due to the length of time that has passed since the previous study, the amount of changes to surrounding projects and the changes to the access points under the new proposal, an updated traffic report is needed.

11. Signage will meet the requirements of the County Zoning Ordinance.

12. Since the site was formerly a timber tract, the applicant indicates that there are no significant trees on site.

13. The Future Land Use Map for this area indicates Medium Density. The net density for the proposed project meets this designation.

14. Staff recommended approval for this request conditional on the following:

- Approval of the GCWSD, SCDOT, OCRM, Stormwater and the County Fire Department
- Acceptance and approval of a revised traffic impact analysis or executive summary.
- Any structure proposed for the single family unattached "in common" units will be located within the building pads as shown. Steps may encroach up to five feet within the 20 foot separation requirement.
- The landscape berm along Pennyroyal Road will be a Level 2 based on Article XII of the Zoning Ordinance.
- In order to prevent permanent long-term habitation, the removal of wheels and placement on a foundation is prohibited for any camper or recreational vehicle within the development. No mobile home that meets the HUD mobile home standards shall be permitted in this section.
- Approval by staff of a recombination plat combining the lots from Phase 1 of the previously approved plan.
- All rights of way and private drives shall be named for 911 purposes.

15. The Planning Commission held a public hearing on this issue at their July 20th meeting. Several residents spoke against the project, primarily based on traffic issues. Residents on Sunfish Road noted that it was difficult to exit this road under current conditions. It was stated that traffic is mainly a problem during shift changes at the power plant.

16. The Commission voted 4 to 3 to recommend approving the PD amendment with staff's conditions except that a traffic "executive summary" be replaced with a full traffic study utilizing current traffic counts.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC
2. Deny request
3. Approve an amended 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 2017-18 Amendment to Turkey Creek Planned Development	Ordinance
▣	Turkey Creek attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-18

AN ORDINANCE TO AMEND THE TURKEY CREEK PLANNED DEVELOPMENT TO ALLOW FOR A MIX OF TOWNHOME UNITS, SINGLE FAMILY IN COMMON UNITS AND “FEE-SIMPLE” LOTS FOR CAMPSITES

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE TURKEY CREEK PLANNED DEVELOPMENT BE AMENDED AS SHOWN ON THE CONCEPTUAL PLAN DATED 7/11/17 AND THE ATTACHED NARRATIVE DATED 7/12/17 ALSO INCLUDING THE FOLLOWING CONDITIONS AND ELABORATIONS:

1. Approval of the GCWSD, SCDOT, OCRM, Stormwater and the County Fire Department
2. Acceptance and approval of a full traffic study utilizing current traffic counts.
3. Any structure proposed for the single family unattached “in common” units will be located within the building pads as shown. Steps may encroach up to five feet within the 20 foot separation requirement.
4. The landscape berm along Pennyroyal Road will be a Level 2 based on Article XII of the Zoning Ordinance.
5. In order to prevent permanent long-term habitation, the removal of wheels and placement on a foundation is prohibited for any camper or recreational vehicle within the development. No mobile home that meets the HUD mobile home standards shall be permitted in this section.
6. Approval by staff of a recombination plat combining the lots from Phase 1 of the previously approved plan.
7. All rights of way and private drives shall be named for 911 purposes.

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

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2017-18, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

**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: Turkey Creek Resort

Check one:

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

Conceptual Plan requirements include the following:

Please submit 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:

TMS Number: _____ (see attached Subdivision Plat)

Street Address: _____ Pennyroyal Rd & Sunfish St

City / State / Zip Code: _____ Georgetown, South Carolina

Lot / Block / Number: _____

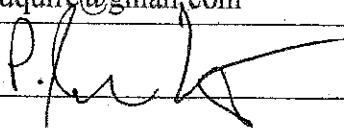
Current Zoning Classification: _____ residential PD

Existing Use: _____ undeveloped

Proposed Use: _____ residential PD

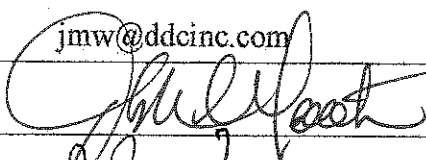
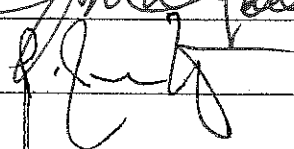
Number of Acres: _____ 232.76 acres Net Density_ 545 units / 178.36 acres = 3.06 units / acre

Property Owner of Record:

Name: Turkey Creek Development, LLC
Address: PO Box 4567
City/ State/ Zip Code: Pawleys Island, SC 29585
Telephone/Fax: (843)-240-4774
E-Mail: jasonluquire@gmail.com
Signature of Owner / Date: 
Contact Information: Name: Jason Luquire Phone (843)-240-4774

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: James M Wooten, PE (DDC Engineers, Inc)
Address: 1298 Professional Drive
City / State / Zip Code: Myrtle Beach, SC 29577
Telephone/Fax: (843)-692-3200 / (843)-692-3210
E-Mail: jmw@ddcinc.com
Signature of Agent/ Date: 
Signature of Owner /Date: 

Contact Information:

Name: James M Wooten, PE (DDC Engineers, Inc)
Address: 1298 Professional Drive Myrtle Beach, SC 29577
Phone / E-mail: (843)-692-3200 / jmw@ddcinc.com

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.

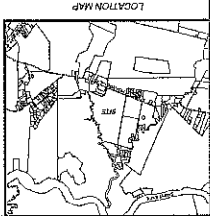
It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

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.



PROJECT DENSITY

SINGLE-FAMILY "TOWNHOME" UNITS
40 - 3,000 SF UNITS
04 - 2,500 SF UNITS
42 - 2,000 SF UNITS
174 UNITS

SINGLE-FAMILY "TOWNHOME" UNITS
40 - 3,000 SF UNITS
04 - 2,500 SF UNITS
42 - 2,000 SF UNITS
180 UNITS

SINGLE-FAMILY "TOWNHOME" UNITS
40 - 3,000 SF UNITS
04 - 2,500 SF UNITS
42 - 2,000 SF UNITS
179 UNITS

174 - SINGLE-FAMILY "TOWNHOME" UNITS
180 - SINGLE-FAMILY "TOWNHOME" UNITS
179 - SINGLE-FAMILY "TOWNHOME" UNITS
533 TOTAL UNITS

533 TOTAL UNITS / 4,463.70 TOTAL DEVELOPABLE ACRES = 1.23 UNITS PER ACRE
533 TOTAL UNITS / 4,463.70 TOTAL DEVELOPABLE ACRES = 1.23 UNITS PER ACRE

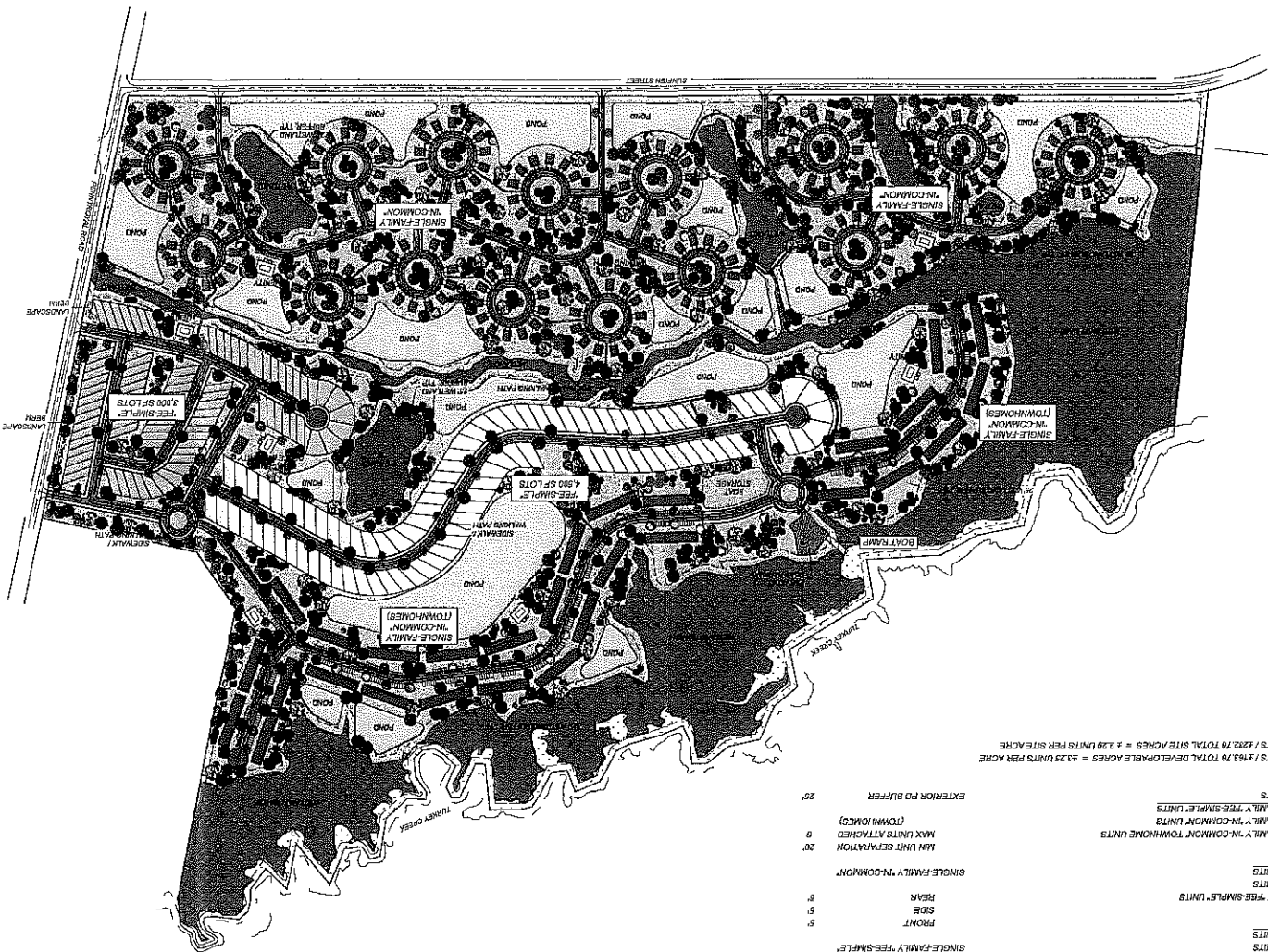
SITE DATA

ZONING: PD
TOTAL UPLAND: 44.40 ACRES
TOTAL WETLAND: 179.38 ACRES
TOTAL SITE: 423.78 ACRES

MINIMUM SETBACKS:
SINGLE-FAMILY "TOWNHOME" UNITS
FRONT: 5'
SIDE: 5'
REAR: 5'

SINGLE-FAMILY "TOWNHOME" UNITS
MAX UNIT SEPARATION: 20'
MAX UNITS ATTACHED: 2

EXTERIOR PO BUFFER: 20'
SINGLE-FAMILY "TOWNHOME" UNITS



DEVELOPMENT PLAN



PROJECT: 17046
DATE: 05/20/17
REVISION: 07/12/2017

TURKEY CREEK RESORT
GEORGETOWN COUNTY, SOUTH CAROLINA

W.D. Design
ARCHITECTS
1000 W. 10TH STREET, SUITE 100
GEORGETOWN, SC 29607
(843) 533-1000
www.wddesign.com

PROJECT DENSITY

SINGLE-FAMILY "IN-COMMON" TOWNHOME UNITS
48 - 3,000 SF UNITS
84 - 2,500 SF UNITS
42 - 2,000 SF UNITS
174 UNITS

SINGLE-FAMILY "IN-COMMON" UNITS
48 - 3,000 SF UNITS
84 - 2,500 SF UNITS
48 - 2,000 SF UNITS
180 UNITS

SINGLE-FAMILY "FEE-SIMPLE" UNITS
94 - 4,500 SF UNITS
85 - 3,000 SF UNITS
179 UNITS

174 - SINGLE-FAMILY "IN-COMMON" TOWNHOME UNITS
180 - SINGLE-FAMILY "IN-COMMON" UNITS
179 - SINGLE-FAMILY "FEE-SIMPLE" UNITS
533 TOTAL UNITS

533 TOTAL UNITS / ±163.76 TOTAL DEVELOPABLE ACRES = ±3.25 UNITS PER ACRE
533 TOTAL UNITS / ±232.76 TOTAL SITE ACRES = ±2.29 UNITS PER SITE ACRE

SITE DATA

ZONING: PD
TOTAL UPLAND: ±178.36 ACRES
TOTAL WETLAND: ±54.40 ACRES
TOTAL SITE: ±232.76 ACRES

MINIMUM SETBACKS:

SINGLE-FAMILY "FEE-SIMPLE"

FRONT 5'
SIDE 5'
REAR 5'

SINGLE-FAMILY "IN-COMMON"

MIN UNIT SEPARATION 20'
MAX UNITS ATTACHED 6
(TOWNHOMES)

EXTERIOR PD BUFFER 25'



TURKEY CREEK RESORT
GEORGETOWN COUNTY, SOUTH CAROLINA

DEVELOPMENT PLAN

PROJECT DENSITY

SINGLE-FAMILY "IN-COMMON" TOWNHOME UNITS
48 - 3,000 SF UNITS
84 - 2,500 SF UNITS
42 - 2,000 SF UNITS
174 UNITS

SINGLE-FAMILY "IN-COMMON" UNITS
48 - 3,000 SF UNITS
84 - 2,500 SF UNITS
48 - 2,000 SF UNITS
180 UNITS

SINGLE-FAMILY "FEE-SIMPLE" UNITS
94 - 4,500 SF UNITS
85 - 3,000 SF UNITS
179 UNITS

174 - SINGLE-FAMILY "IN-COMMON" TOWNHOME UNITS
180 - SINGLE-FAMILY "IN-COMMON" UNITS
179 - SINGLE-FAMILY "FEE-SIMPLE" UNITS
533 TOTAL UNITS

533 TOTAL UNITS / ±163.76 TOTAL DEVELOPABLE ACRES = ±3.25 UNITS PER ACRE
533 TOTAL UNITS / ±232.76 TOTAL SITE ACRES = ±2.29 UNITS PER SITE ACRE

SITE DATA

ZONING: PD
TOTAL UPLAND: ±178.36 ACRES
TOTAL WETLAND: ±54.40 ACRES
TOTAL SITE: ±232.76 ACRES

MINIMUM SETBACKS:

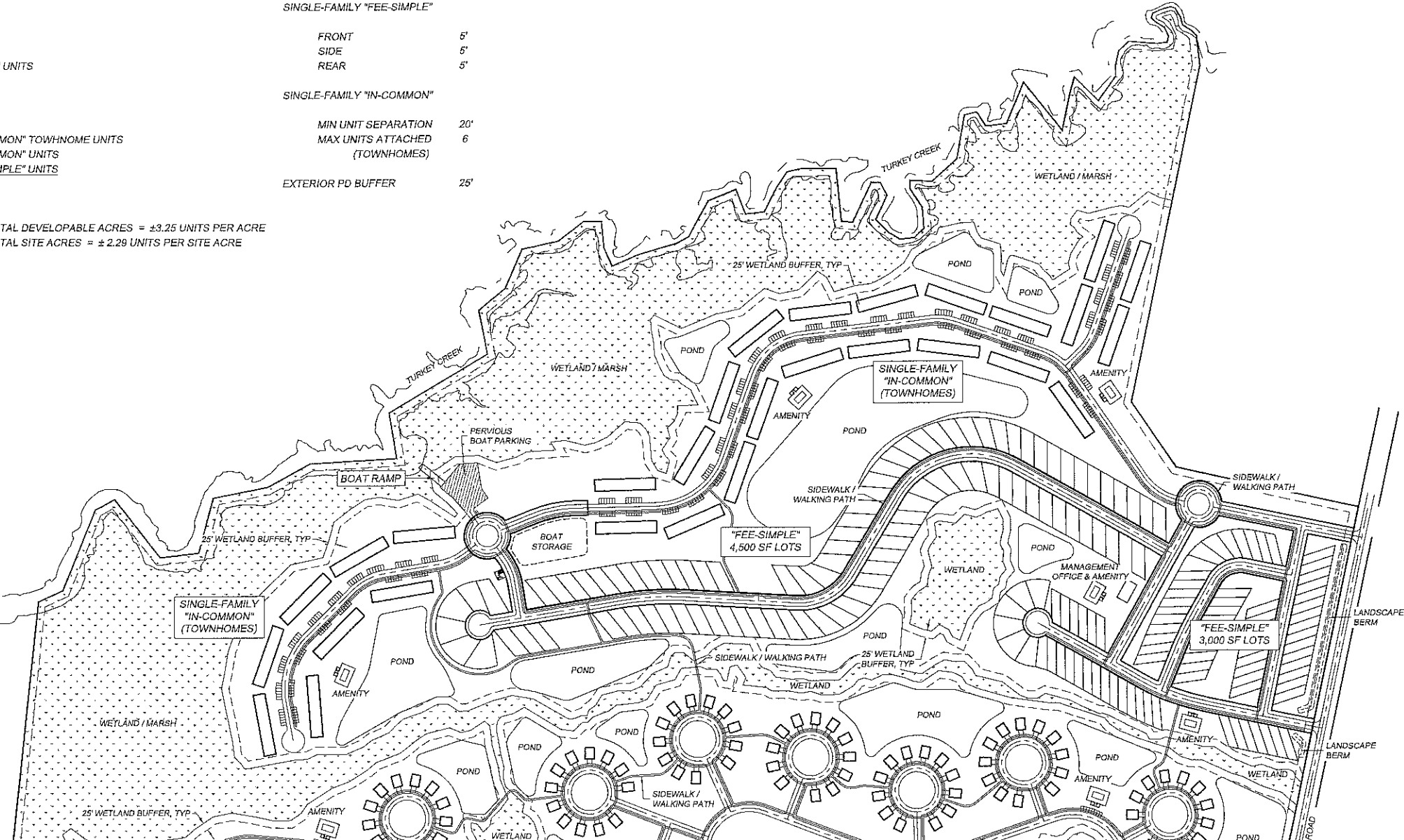
SINGLE-FAMILY "FEE-SIMPLE"

FRONT 5'
SIDE 5'
REAR 5'

SINGLE-FAMILY "IN-COMMON"

MIN UNIT SEPARATION 20'
MAX UNITS ATTACHED 6
(TOWNHOMES)

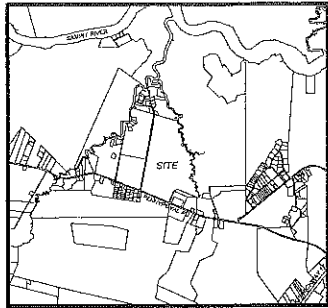
EXTERIOR PD BUFFER 25'



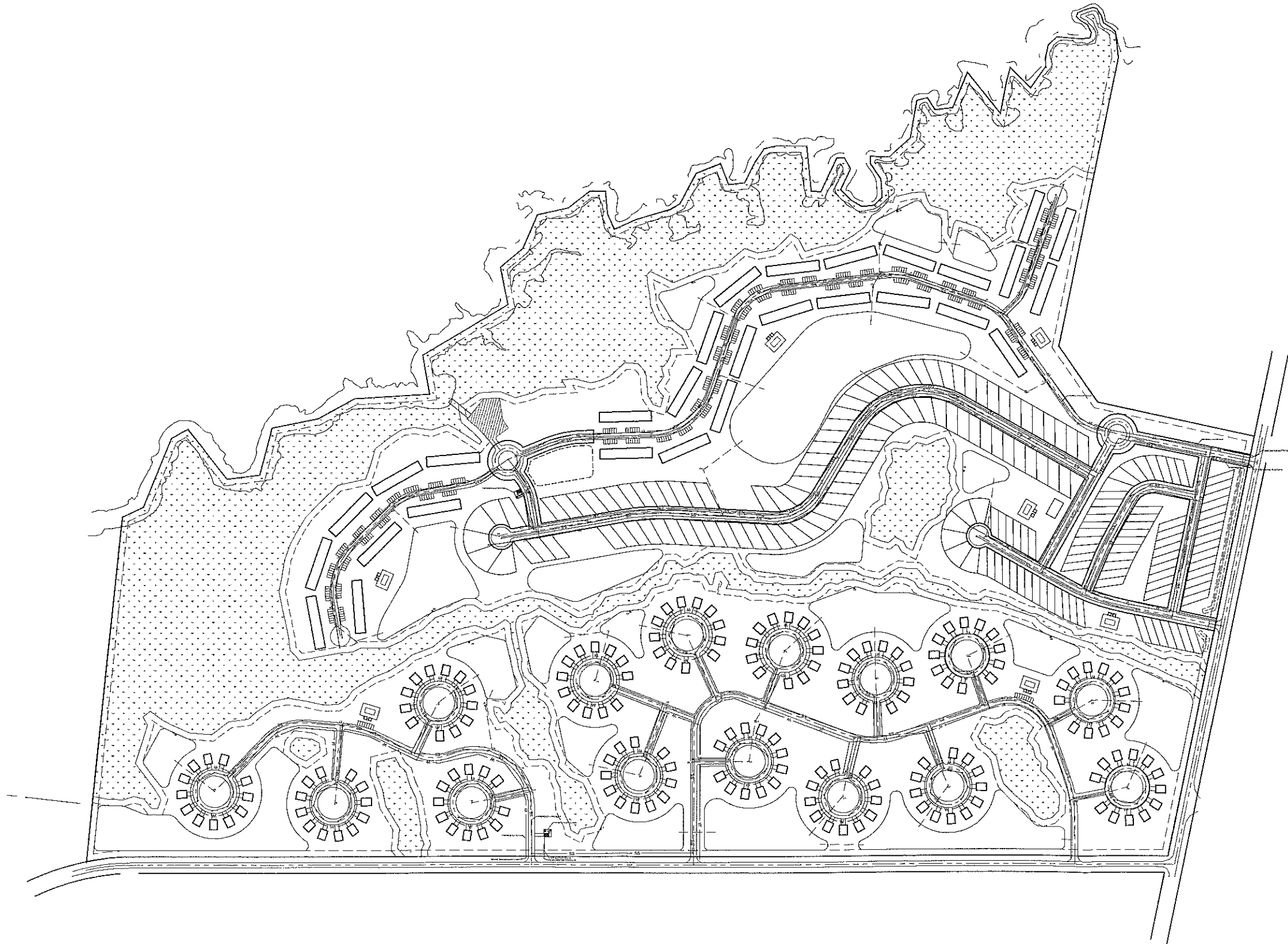
Jill Pate Design
ARCHITECTS
1000 W. 10TH STREET, SUITE 100
FORT WORTH, TEXAS 76102
TEL: 817.335.1111
WWW.JILLPATEDESIGN.COM

TURKEY CREEK RESORT
GEORGETOWN COUNTY, SOUTH CAROLINA

DEVELOPMENT PLAN



LOCATION MAP



Jill Pace Design
ARCHITECTURAL FIRM
1111 W. 10TH STREET, SUITE 100
TAMPA, FL 33606
TEL: 813.281.1111
WWW.JILLPACEDESIGN.COM

TURKEY CREEK RESORT
GEORGETOWN COUNTY, SOUTH CAROLINA

UTILITIES PLAN

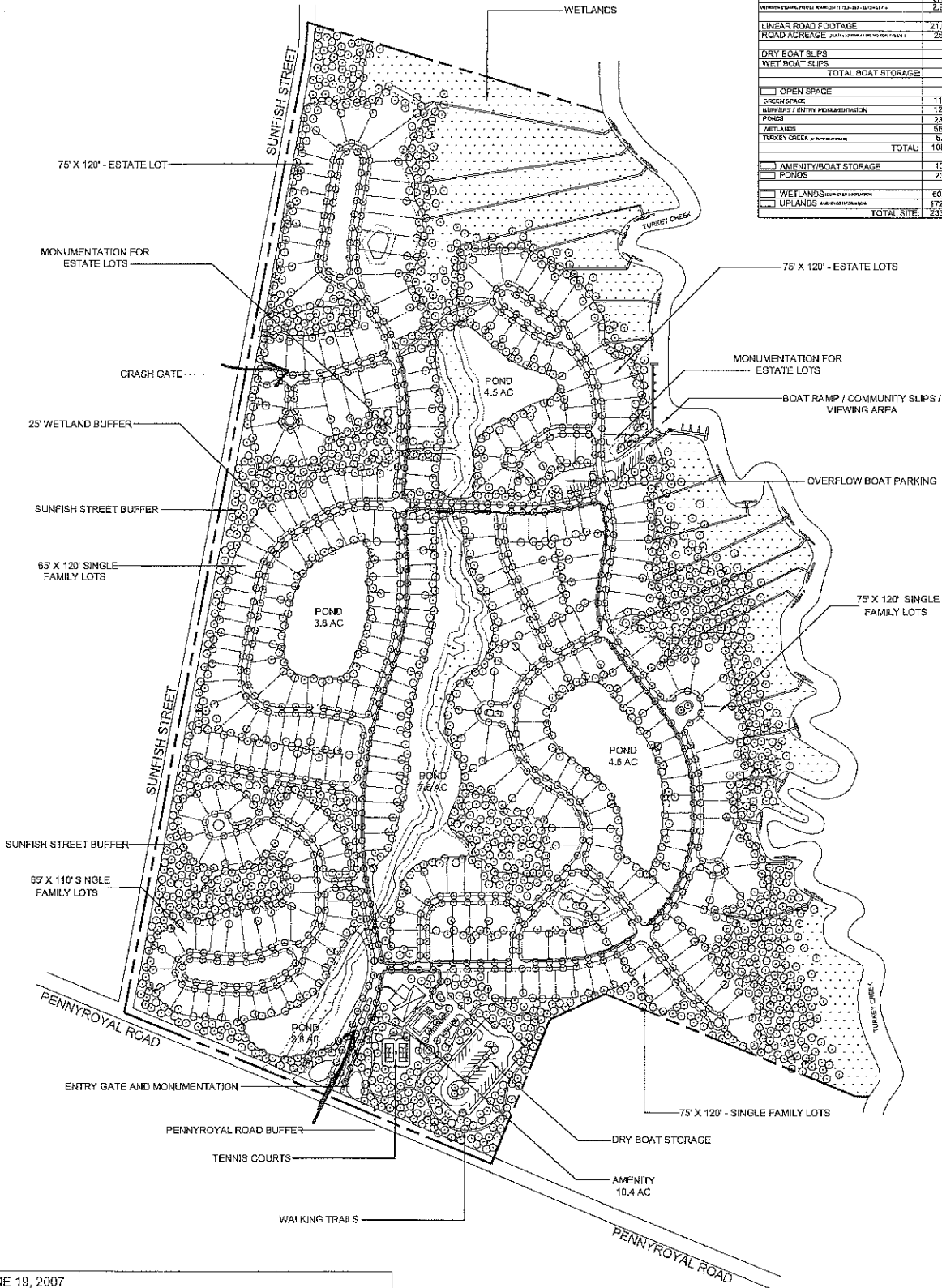
PROJECT: 17046L
DATE: 6/5/2017
REVISION: 7/11/2017



SCALE
0' 100' 200'

APPROVED 2007

SITE DATA	
RESIDENTIAL	
65'X110' S.F. LOTS	47
65'X120' S.F. LOTS	30
75'X120' S.F. LOTS	218
TOTAL UNITS	295
DENSITY	
65'X110' S.F. LOTS / AC	1.5 DU / AC
65'X120' S.F. LOTS / AC	2.3 DU / AC
75'X120' S.F. LOTS / AC	2.9 DU / AC
LINEAR ROAD FOOTAGE	
21.871 FT. +/-	
ROAD ADCREAGE (21.871 FT. X 120 FT.)	
26.24 AC +/-	
BOAT SLIPS	
DRY BOAT SLIPS	34
WET BOAT SLIPS	50
TOTAL BOAT STORAGE	84
OPEN SPACE	
GREEN SPACE	11.5 AC +/-
SUPPLY / ENTRY MONUMENTATION	12.0 AC +/-
PONDS	23.3 AC +/-
WETLANDS	58.2 AC +/-
TURKEY CREEK WATERSHED	6.8 AC +/-
TOTAL	108.8 AC +/-
AMENITY/BOAT STORAGE	
10.4 AC +/-	
PONDS	23.3 AC +/-
WETLANDS (WATER RESOURCES)	
60.96 AC +/-	
UPLANDS (LAND RESOURCES)	
172.80 AC +/-	
TOTAL SITE	233.26 AC +/-



JUNE 19, 2007
SITE PLAN CONCEPT A
TURKEY CREEK TRACT
 GEORGETOWN COUNTY, SC.

PREPARED BY: **Hadenstanziale**

planning
 landscape architecture
 1000 Peachtree Street, N.E.
 Atlanta, GA 30309

PREPARED FOR:
 JASON LUQUIRE



Turkey Creek Resort Planned Development District (PD)

1. INTENT

Turkey Creek Resort is a proposed multi-use Planned Development District (PD) located at the corner of Pennyroyal Road and Sunfish Street in Georgetown County, South Carolina. The site is +-232.76 acres and will consist of 179 "fee-simple" units and 354 "in-common" units, for a total of 533 units. The PD is designed to be walkable and to take advantage of Turkey Creek as an amenity, of vast natural marsh and wetland views and of large proposed ponds.

2. PROJECT DESCRIPTION

This resort community will include homes of a Lowcountry / Charlestonian architectural vernacular and will provide home sites that are surrounded with opportunities for water access. The community will also provide a boat ramp, associated parking and boat storage areas.

This resort community will provide a sense of security and a unique living environment. All "fee-simple" lots will be accessed by 50' rights-of-way, which will include utilities, drainage, and sidewalks. Street trees and thematic lighting will also be provided throughout the community. These features will help to create an aesthetically-pleasing and unified streetscape that will encourage walkability.

Multiple access points into and out of the community will be provided via existing Pennyroyal Road and Sunfish Street. Ponds are proposed to serve as both drainage features and site amenities.

3. SITE DESCRIPTION

The site is composed of multiple parcels of land located in the Pennyroyal section of Georgetown. The existing Subdivision Plat depicts all properties that are included within this proposed PD. The site is currently undeveloped, wooded with planted pines, and owned by Turkey Creek Development, LLC and has been surveyed to be 232.76 acres.

The PD is composed of 178.36 acres of developable uplands and 54.40 acres of wetlands. The proposed plan includes +- 25 acres of proposed ponds, and +-14.6 acres of proposed roads.

4. PROPOSED USES

The property is planned as a transient resort. Single-family "fee-simple" units shall include lots designed for campers, recreational vehicles, etc. Permanent dwelling units shall not be permitted. Single-family "in-common" units shall include individual units, townhomes, etc. Permanent dwelling units shall be permitted. Along with the various dwelling types, the overall project is proposed to include pools, boat storage, and walking trails. Man-made lakes and ponds will be constructed for water views, stormwater management, and active and passive recreation.

5. PROPOSED STANDARDS

Residential uses shall adhere to the following:

SINGLE-FAMILY "FEE-SIMPLE"

Front	5'
Rear	5'
Side	5'
Exterior PD Buffer	25'
Maximum Height	35' (45' in flood zones A or V) above finished grade
Maximum Building Coverage	75%
Minimum Lot Size	3,000'
Minimum Lot Width	30'

SINGLE-FAMILY "IN-COMMON"

Minimum Unit Separation	20'
Exterior PD Buffer	25'
Maximum Height	35' (45' in flood zones A or V) above finished grade
Maximum Units Attached (Townhomes)	6

**Setbacks shall be 0' where units share a common wall.*

ACCESSORY STRUCTURES

Accessory structures shall include covered or uncovered, enclosed or open structures as defined by Georgetown County Code. Accessory structures may only be permitted on single-family "fee-simple" lots and with the approval of the Georgetown County and the developer. These structures (including similar features like spas, pools and storage buildings) shall be prohibited in front yard areas and shall respect the 5' side setback. Additional restrictions on accessory structures may be provided via restrictive covenants.

PARKING

Parking shall be provided for each single-family unit per requirements as defined by Georgetown County Code. These requirements may be provided thru a combination of garages, carports, driveways or paved spaces; however, spaces shall not be provided within the right-of-way of street fronting the lot.

SIGNAGE

Signage shall be provided at each entrance and throughout the development per requirements as defined by Georgetown County Code.

OPEN SPACE

All common, natural open space, along with community access areas shall, be owned and/or maintained by the developer. Once a homeowners association has been established, rights and responsibilities for maintenance of these facilities may be transferred. The open space and amenities are to be shared by the entire community.

6. PROPOSED DENSITY

The total net developable acreage within the PD is +- 163.76 acres; therefore, the proposed net density is 3.25 units / acre.

7. PHASING

The project will be constructed in multiple phases as market conditions warrant.

8. POND/LAKE MAINTENANCE STANDARDS

All drainage easements or individual lots are intended for private ownership and maintenance. All permanent man-made basins (wet ponds) shall maintain a minimum depth of 6'. All lakes will be constructed to sustain aquatic life.

9. TRANSPORTATION IMPROVEMENTS AND STANDARDS

CONSTRUCTION AND MAINTENANCE

All roads, rights-of-way, alleys and common access points shall be constructed and maintained by the developer and any subsequent homeowner's association. These systems shall meet all the dimensions and standards required by the Georgetown County Subdivision Ordinance Regulations for Private Streets. Signage for private streets and access drives may be devised for the entire community provided that it meets all applicable Georgetown County standards and is consistent throughout the community.

ON-SITE ROAD IMPROVEMENTS

The community will contain a system of privately maintained roads. These roads shall extend throughout the community.

OFF-SITE ROAD IMPROVEMENTS

No off-site road improvements are proposed for this project. All road improvements shall be contained within the community boundaries.

10. PUBLIC SITE IMPROVEMENTS

All improvements within this community shall be provided for the use of its visitors and residents. All improvements (water, sewer, roads and other utilities) are to be designed, constructed and maintained as private facilities. Cross-access and other similar easements may

be granted to adjacent uses where appropriate. With the exception of water and sewer facilities, none of these improvements are intended for dedication to any public agency or authority. Utilities provided within this community will require connections of existing public and private systems. All water and sewer services will be provided by connecting to existing services provided by the Georgetown County Water and Sewer Authority.

11. OWNERSHIP AND MAINTENANCE OF OPEN SPACE

Open space is located throughout the community. This area consists of pools, walking trails, viewing areas, and a boat landing and associated boat storage. The walking trails will provide a link for residents to access the different recreation and leisure opportunities, enabling residents to become part of a true and unique community. All of these combined amenities will not only create a neighborhood that will bring families and individuals in Georgetown County, but will also provide a neighborhood of which the County can be proud.

The developer and/or an established property association shall maintain the nature areas and common open spaces provided within this community. Access to all common areas and open spaces is provided via the proposed private road system, sidewalks, paths, and trails. Open space will be provided such that the entire community will have access. The appropriate access easements will be provided for each area.

12. PUBLIC FACILITY IMPACTS

- Water and sewer utilities will be provided by the Georgetown County Water & Sewer Authority. Extending water and sewer lines through the community will provide these services.
- Electric services shall be provided by connecting to the existing Santee Cooper power grid system.
- Fire services shall be provided by the Georgetown County Fire Department. Fire Station #9 is located within 2 miles of the site.
- Police services shall be provided by existing services of the Georgetown County Police Department. The police station is located within 6 miles of the site.
- Existing public and private utilities and infrastructure are sufficient to service the proposed community.

13. STORMWATER MANAGEMENT

Stormwater management facilities will be provided within this community. Run-off will be controlled via a system of drainage devices (swales and pipes) connected to the proposed ponds and existing watercourses. These retention and detention devices will be designed to hold the post community peak run-off rates to equal or less than predevelopment peak run-off levels for two-year and 25-year storm events. The site is also required by SCDHEC-OCRM and EPA to meet "Water Quality Standards" as established by these agencies.

14. FEMA INFORMATION

The majority of the site is located in Zone X, however some portions are located in Zones X- 500, and AE-9. This information was gathered from the Georgetown County GIS Map Server.

TRIP GENERATION ESTIMATES
Turkey Creek Resort Development

Weekday Daily

TRIP GENERATION CHARACTERISTICS						DIRECT. DISTRIB.		GROSS TRIPS			INTERNAL CAPTURE TRIPS				PASS-BY CAPTURE TRIPS				NEW EXTERNAL TRIPS		
Land Use	Ed.	LUC	Scale	Unit	Equation/Rate	In	Out	In	Out	Total	%	In	Out	Trips	%	In	Out	Trips	In	Out	Total
Single Family	9th	210	180	units	$\ln(I) = 0.92 \ln(X) + 2.72$	50%	50%	902	902	1,804	0%	0	0	0	0%	0	0	0	902	902	1,804
Residential Townhome	9th	230	174	units	$\ln(I) = 0.87 \ln(X) + 2.46$	50%	50%	521	521	1,042	0%	0	0	0	0%	0	0	0	521	521	1,042
Campground/Recreational Vehicle Park	9th	416	179	spaces	N/A*	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
						Total:		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*Daily Trip Generation for LUC 416 does not exist

2846

Weekday AM Peak Hour

TRIP GENERATION CHARACTERISTICS						DIRECT. DISTRIB.		GROSS TRIPS			INTERNAL CAPTURE TRIPS				PASS-BY CAPTURE TRIPS				NEW EXTERNAL TRIPS		
Land Use	Ed.	LUC	Scale	Unit	Equation/Rate	In	Out	In	Out	Total	%	In	Out	Trips	%	In	Out	Trips	In	Out	Total
Single Family	9th	210	180	units	$T = 0.70(X) + 9.74$	25%	75%	34	102	136	0%	0	0	0	0%	0	0	0	34	102	136
Residential Townhome	9th	230	174	units	$\ln(I) = 0.80 \ln(X) + 0.26$	17%	83%	14	66	80	0%	0	0	0	0%	0	0	0	14	66	80
Campground/Recreational Vehicle Park	9th	416	179	spaces	$T = 0.16(X) + 2.93$	36%	64%	12	20	32	0%	0	0	0	0%	0	0	0	12	20	32
						Total:		60	188	248	0%	0	0	0	0%	0	0	0	60	188	248

Weekday PM Peak Hour

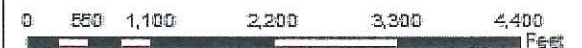
TRIP GENERATION CHARACTERISTICS						DIRECT. DISTRIB.		GROSS TRIPS			INTERNAL CAPTURE TRIPS				PASS-BY CAPTURE TRIPS				NEW EXTERNAL TRIPS		
Land Use	Ed.	LUC	Scale	Unit	Equation/Rate	In	Out	In	Out	Total	%	In	Out	Trips	%	In	Out	Trips	In	Out	Total
Single Family	9th	210	180	units	$\ln(I) = 0.90 \ln(X) + 0.51$	63%	37%	112	66	178	0%	0	0	0	0%	0	0	0	112	66	178
Residential Townhome	9th	230	174	units	$\ln(I) = 0.82 \ln(X) + 0.32$	67%	33%	64	31	95	0%	0	0	0	0%	0	0	0	64	31	95
Campground/Recreational Vehicle Park	9th	416	179	spaces	$\ln(I) = 0.71 \ln(X) - 0.06$	65%	35%	24	13	37	0%	0	0	0	0%	0	0	0	24	13	37
						Total:		200	110	310	0%	0	0	0	0%	0	0	0	200	110	310

Streets

<all other values>

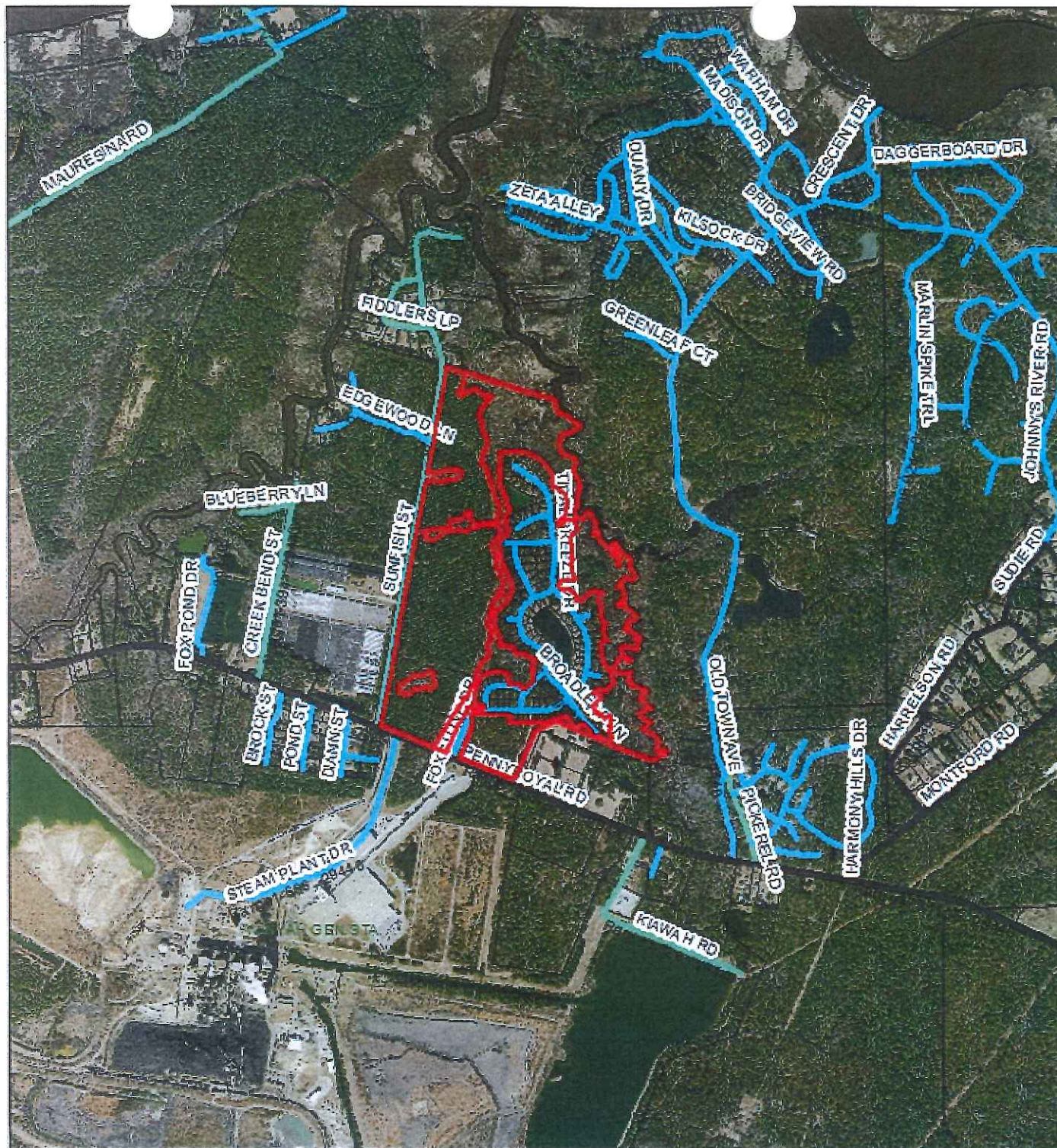
Turkey Creek PD

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.

Turkey Creek PC
Property Aerial
AMPD 6-17-18445



Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Turkey Creek PD

Lot Lines

Landmarks

2014 Imagery (Color)

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 550 1,100 2,200 3,300 4,400
Feet

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

Turkey Creek P
Property FLU
AMPD 6-17-18445

Legend

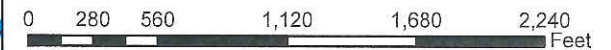
Streets

	<all other values>
MaintainedBy	
	County
	Private
	State
	Turkey Creek PD
	Lot Lines
	Railroads
	Landmarks

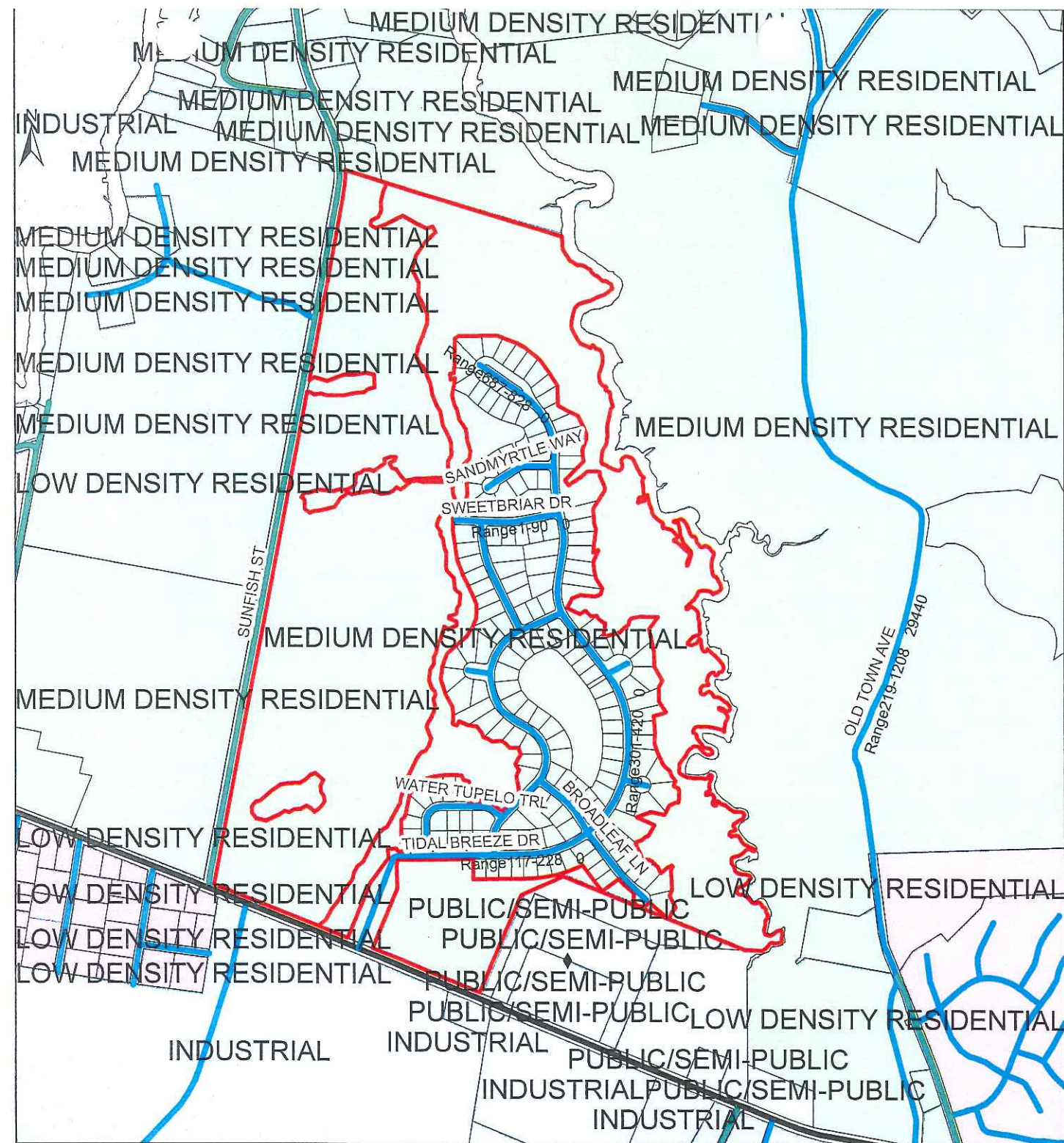
Future Landuse

FUTURE_LAN

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



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





NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from James M. Wooten of DDC Engineers, Inc. as agent for Turkey Creek Development, LLC to amend the Turkey Creek Planned Development (PD) to allow for 174 Townhome units, 180 “in common” Single Family units and 179 “fee simple” parcels. The property is located on the corner of Sunfish Street and Pennyroyal Road in Georgetown. TMS# 01-0437-011-00-00 and 01-0437A-173-00-00 and 01-0437A-175-00-00. Case Number AMPD-6-17-18445.

The Planning Commission will be reviewing this request on **Thursday, July 20, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Item Number: 15.a
Meeting Date: 7/25/2017
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A request from Tim Harris of ASI Engineers, Inc. as agent for Abbey, LLC for site plan review of a 34 unit multifamily development located on the corner of Landing Road and Gathering Lane in Litchfield Plantation. TMS 04-0413-001-02-00 (portion of). Case Number MAJ 12-16-17277.

CURRENT STATUS:

The entire tract contains a total of 5.18 acres. Of that, 1.4 acres are shown as an outparcel and are not part of this request. The proposed plan is for Phase 2 of the Marina Village at Litchfield Plantation, a multi-family development. Phase 1 (1.39 acres) was previously approved by staff and contains two 2-story buildings with a total of ten residential units. Phase 1 is currently under construction. The site is zoned Resort Commercial (RC).

POINTS TO CONSIDER:

1. The property is located at the intersection of Landing Road and Gathering Lane in Litchfield Plantation. The site is bordered by a church to the east and vacant property on all other sides. The site is bordered by General Residential (GR) zoning to the west and south, Resort Commercial (RC) zoning to the east and both Conservation Preservation and RC zoning to the north.
2. The Resort Commercial Zoning District allows all permitted uses listed in the General Residential District. Section 607.306 of the GR district requires a site plan review by the Planning Commission and County Council for all multi-family developments containing more than ten (10) dwelling units with a net density of five units or more per acre. Phase 1 was permitted by staff as it was limited to ten (10) units. The property is zoned for multi-family development as a conditional use. Adjacent property owner notices were sent out and the property was advertised as required in this section of the ordinance. The review by the Planning Commission and County Council is limited to compliance with the land use regulations of the County as the use has already been properly designated by establishment of the zoning district.
3. The applicant is proposing to construct a total of eight multi-family buildings containing a total of 32 (with Phase 1 and Phase 2) two or three bedroom units and one duplex unit containing 2 two-bedroom units for a grand total of 34 units. The rear of the site contains jurisdictional ricefields according to the plans presented.
4. The proposed 34 multi-family units are distributed among the buildings as follows:

Building	2 BR	3 BR
1 (multi-family)	0	6
2 (multi-family)	4	0
3 (multi-family)	3	0
4 (multi-family)	3	0
5 (multi-family)	4	0
6 (multi-family)	4	0

7 (multi-family)	5	0
8 (duplex)	2	0
9 (multi-family)	3	0
Totals	28	6

5. The maximum density allowed in the RC zoning district is based on both the number of bedrooms in each unit and the number of stories in each building. Based on the bedroom distribution as listed above and the fact that all buildings are proposed as two stories, 25,800 square feet are required for the three-bedroom units and 100,800 square feet are required for the two-bedroom units for a total of 126,600 square feet. The tract contains a total of 3.78 acres or 164,655 square feet. After subtracting the 16,116 SF for the streets and the 14,992 square feet for the ricefields, the net lot area is 133,547 square feet which exceeds the required 126,600 square feet. The number of units shown meets the minimum lot area per unit requirements.

6. The proposed plan complies with the 30 foot front yard setback requirement for multi-family developments as well as the 10' side, 13.2' corner side setback and 20' rear yard setback. All buildings exceed the 20 foot building separation requirement. The plan indicates a pervious/impervious ratio of 56.8%/43.2% which exceeds the 50%/50% requirement.

7. The Zoning Ordinance requires two spaces for each two or three-bedroom unit. A total of 71 spaces are provided for the 34 multi-family units. Each unit has a one-car garage as well as an additional space in each driveway and three extra spaces. Driveways are made of porous concrete.

8. Section 1201.9 of the Zoning Ordinance requires buffers between differing land use types. Multi-family developments are required to install a Level 2 buffer against existing religious and educational land uses. A Level 2 buffer is shown adjacent to Unit 10 on the eastern side of the tract.

A detailed landscape plan is included and meets the minimum requirements of Article XI.

9. The site contains a total of 11 protected trees with no oaks in excess of 30' DBH. Three protected trees were removed for Phase 1 of the project. The updated tree plan shows an additional two trees to be removed. Six protected trees will remain including a 28" oak and a 24" oak. The largest trees for this tract are located on the outparcel acreage that is not to be developed at this time. Based on the number of protected trees remaining on the site and the tree to open space ratio as required in the Zoning Ordinance, a total of 57 replacement trees are required. 29 trees will be planted in Phase 1 and the additional 28 replacement trees are shown in Phase 2.

10. The site plan indicates a new stormwater pond that is currently being constructed as part of Phase 1. Plans for Phase 1 have been approved by Georgetown County Stormwater. The pond under construction will serve as detention for Phase 2 as well. The pond was designed before the outparcel was removed from the tract, so it is actually oversized for the amount of detention required according to the Stormwater department.

11. The applicant met with GCWSD regarding utilities prior to obtaining approval for Phase 1 of this project. No outstanding issues were discussed.

12. The proposed project is expected to generate 272 (34 multi-family units X 8 trips per day ADT's per day), so a Traffic Impact Analysis was not required for this project.

14. The access for the site will be provided via numerous curb cuts along Landing Road. The three main drives (including one 12' alley) will be asphalt and will require street names.

15. Signage has not yet been addressed. The Zoning Ordinance allows two signs with a total of 40 square feet for each development entrance. The height may not exceed 12

feet.

16. The property is located in both the X and AE-8 flood zones. Nine of the units will be located in a flood zone. The new, proposed flood maps indicate that the majority of the tract will be in the AE-8 flood zone once the new regulations are in effect.

17. The Litchfield Plantation is a private, gated development with deed restrictions and covenants in place. Any dispute regarding these restrictions and the amount of density allowed would be a private matter that will need to be addressed by the involved parties including other developers and the homeowners association. However, Title 6, Chapter 29, Section 6-29-1145 states that the local planning agency "must not issue the permit unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released"... It appears this is a disputed matter that will not be agreed upon. (See attached attorney letters.)

18. The Staff recommended that the Planning Commission move forward with a recommendation for the site plan based on the requirements of the Zoning Ordinance and that the dispute regarding the restrictive covenants for the tract be reviewed by legal resources. Staff recommended approval for the plan with the following conditions:

- a. Final approval from Midway Fire, Georgetown Stormwater and GCWSD
- b. Street name approval for three roadways within the development

19. The Planning Commission held a public hearing on this issue at their June 15th meeting. Several people spoke at the hearing including attorneys for the developer, the POA and another landowner/developer in the plantation. The attorney for the POA asserted that the applicant did not complete the necessary form regarding the covenants and further that the restrictive covenants from 2005 limited this parcel to a maximum of 10 units, not 34 as requested. The applicant's attorney stated that the declarant has the right to establish the number of units, her client was assigned that right in May of 2016, and the only applicable density limit for the property is the overall density cap of 222 units for this Phase of Litchfield Plantation. Two representatives from the adjacent church spoke in opposition to the project citing concerns regarding traffic, safety, noise, congestion and flooding. The representative indicated that the church purchased their property based on the limits in the deed restrictions. The attorney for an additional property owner within the development objected to the site plan based on it exceeding the number of units initially agreed upon.

20. After some discussion regarding the Commission's lack of ability to rule on issues regarding the private deeds and covenants and assurances that all County requirements were addressed, the Commission voted 5 to 1 to recommend approval for the site plan with the following conditions:

- a. Final approvals from Midway Fire, Georgetown Stormwater and GCWSD
- b. Street name approval for three roadways within the development
- c. A resolution to the issues regarding the restrictive covenants

21.UPDATE: The property applicant has proposed the submission of an alternate plan for this development.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

The property applicant has requested that County Council remand this matter back to the Planning Commission for review of an alternate plan.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Application and attachments	Backup Material
▣ state law restrictive covenants	Backup Material
▣ attorney letters	Backup Material
▣ litchfield plantation covenants and restrictions	Backup Material
▣ supplemental declaration to covenants and restrictions	Backup Material
▣ assignment of declarant rights	Backup Material
▣ additional correspondence	Backup Material
▣ Letter regarding Abbey LLC	Backup Material



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

APPLICATION FOR MAJOR/MINOR SUBDIVISION

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

Name of Proposed Subdivision: Marina Village Phase 2 to 4

Please check the appropriate box:

☒ Major subdivision: Ten or more lots.

Site Plan
☐ Preliminary Plat

☐ Minor subdivision: Under ten lots.

☐ Final Plat

Submittal Requirements for Major Developments:

1. Sketch Plan:

- Boundary survey

A surveyors certification indicating a lot of record

Lot of record include deed book and page number (s)

Resurvey include plat book and page number (s)

Scaled not less than 1" = 100'

Maximum size 24" x 36"

Location map

North arrow

Title block

Existing site data

Proposed site data to include tentative street and lot arrangements
along with lot sizes and number of lots

2. Development Plat / Plan

- Six (6) large (24 x 36) and six (6) (11 x 17) small copies of scaled plat
- One (1) specified digital copy (PDF)
- Required supplemental materials
 - Approval Letters from Georgetown Water and Sewer, DHEC, Fire, and any other agencies necessary.
- Traffic impact analysis as required by Georgetown County Code Chapter 15, Article V.
- Grading Plan
- Site Data to include
 - Lot lines
 - Minimum building setback
 - Engineered preliminary plans
 - Indicate all easements and right-of-ways
 - Designated public areas
 - Location of soil bearings
 - Time schedule
- Supplemental Data
 - Draft of any restrictions
 - Cross section of all proposed streets
 - Full set of construction plans
 - Alterations of Conservation Preservation or Flood -Prone area

3. Final Plan / Plat: Everything listed above plus the following

- Radii, central angles, tangents, lengths of arcs and curvatures of all street lines
- Location of all existing and proposed street monuments
- Six (6) copies of scaled plat

Submittal Requirements for Minor Developments: Six (6) sets of plans

- Boundary survey
 - A surveyors certification indicating a lot of record
 - Lot of record include deed book and page number (s)
 - Resurvey include plat book and page number (s)
 - Scaled not less than 1" = 100'
 - Maximum size 24" x 36"
 - Location map
 - North arrow
 - Title block
 - Existing site data
 - Proposed site data to include tentative street and lot arrangements along with lot sizes and number of lots
- Site Data to include
 - Existing land uses
 - Current zoning classification
 - Owners names and tax map numbers of adjoining properties
 - Tract boundaries of the property being developed showing bearings and distances

Existing property lines, right-of-ways, easements, etc.
Existing municipal boundaries
Distances which accurately describe the location of the plat
Names, widths, and lines of all streets within or on the perimeter of
the development.
Indicate all easements and right-of-ways

TYPES OF UTILITIES PROPOSED:

- ☒ Public Water
- ☐ Public Well
- ☒ Sanitary Water
- ☐ Septic System

TYPE OF ACCESS ROAD:

- ☒ Propose Private (Minor subdivisions only).
- ☐ Proposed County (Attach letter of acceptance or financial guarantee).
- ☐ Existing Road (s) (Circle the appropriate one).
County, State, Private.

Property Information:

TMS Number: 04-0413-001-02-00

Street Address: Landing Road at Gathering Lane

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

Lot / Block / Number: N/A

Current Zoning Classification: RC

Existing Use: Vacant

Proposed Use: Townhomes

Property Owner of Record:

Name: Abbey LLC

Address: 110 Edwards Avenue

City/ State/ Zip Code: Murrells Inlet, SC 29576

Telephone/Fax: phone 843-357-6381/no fax

E-mail: tsrealtor33@yahoo.com

Signature of Owner / Date:  3/28/17

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the subdivision of my property.

Agent of Owner:

Name: Tim Harris - ASI Engineers, Inc.

Address: 1304 Professional Drive, Suite D

City / State / Zip Code: Myrtle Beach, SC 29577

Telephone/Fax: phone 843-692-9998/fax 843-692-9993

E-mail: asienginc@sc.rr.com

Signature of Agent/ Date:  3/28/17

Signature of Owner / Date:  3/28/17

Contact Information:

Name: Tim Harris - ASI Engineers, Inc.

Address: 1304 Professional Dr., Suite D, Myrtle Beach, SC 29577

Phone / E-mail: phone 843-692-9998/emAIL ASIENGINE@sc.rr.com

Fee Schedule:**Major Sub-division (11 lots or more)**

Preliminary Review (Residential)	Base: \$400.00 + \$10.00 per lot
Final Review (Residential)	Base: \$200.00 + \$10.00 per lot
Required Revision	Flat Fee: \$50.00

Preliminary Review (Commercial)	Base: \$400.00 + \$10.00 per acre
Final Review (Commercial)	Base: \$200.00 + \$10.00 per acre
Required Revisions	Flat Fee: \$50.00

Minor Sub-division (10 lots or less)

Base: \$40.00 + \$10.00 each lot or acre
surcharge

Adjacent Property Owners Information required:

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

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

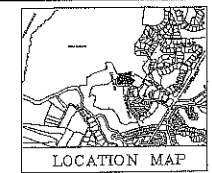
Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need any additional assistance, please call our office at 843-545-3158.

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

For major subdivisions, a sign will be placed on your property informing residents of the up coming meeting concerning this particular property. These signs belong to Georgetown County and will be picked up from your property within five (5) days of the hearing.

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

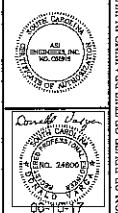
NEW 6-15-17



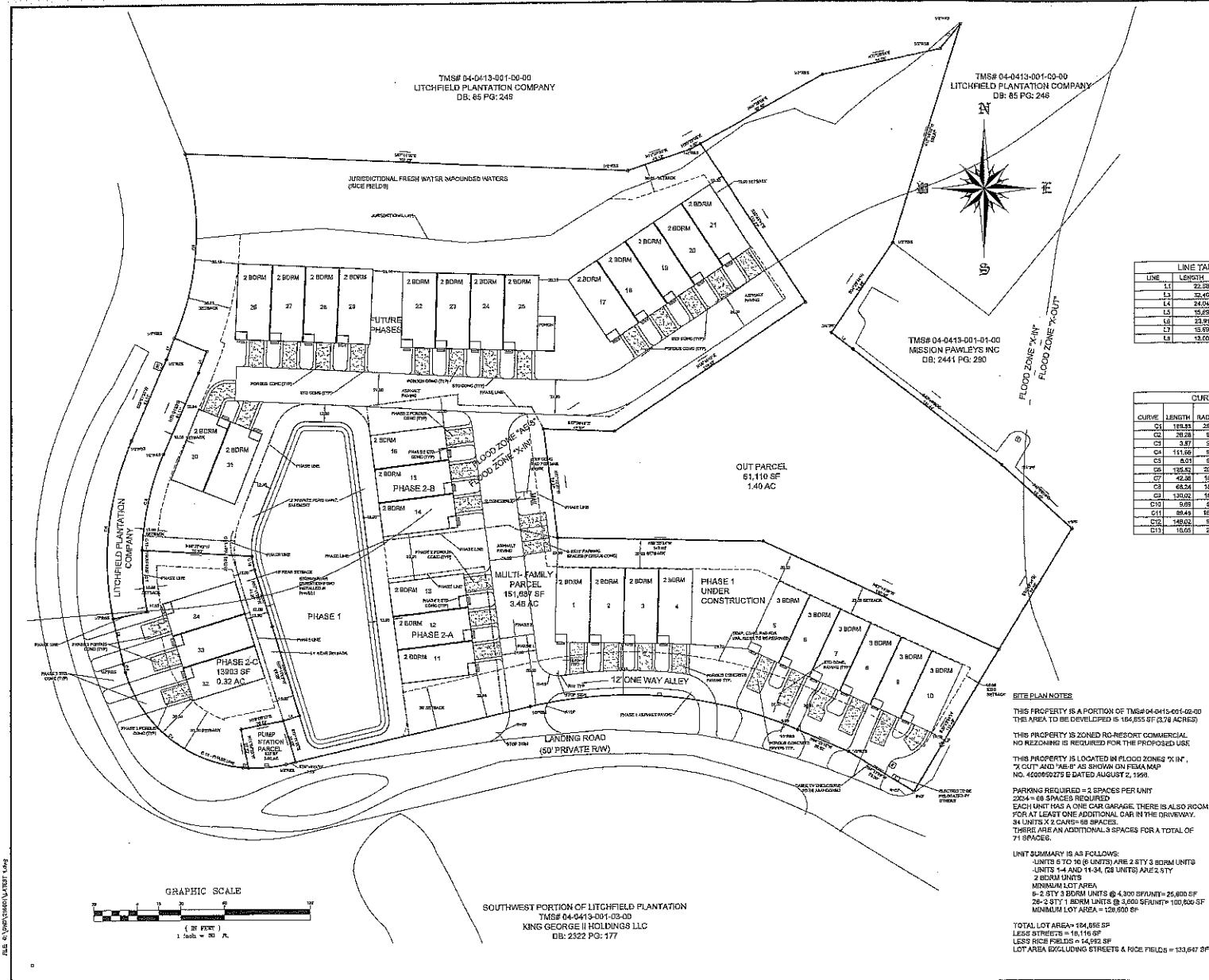
ASI ENGINEERS, INC.
CIVIL ENGINEERING • LAND PLANNING
1504 PROFESSIONAL CENTER, SUITE 200
ATLANTA, GEORGIA 30339
TELEPHONE: (404) 525-2008
FAX: (404) 525-2002

OVERALL SITE PLAN
MARINA VILLAGE AT MITCHELL PLANTATION
LOCATED AT
LANDING ROAD
GEORGETOWN COUNTY, SOUTH CAROLINA

SCALE: 1"=40'
JOB NO. 21001
DESIGNED BY: JCY
CHECKED BY: JCY
DATE: 04/26/17
REVISION:
1. 6-07-17 CORRECTED NET LOT AREA
2. 6-15-17 REPLACED SINGLE FAMILY HOMES WITH 3 UNIT MULTI-FAMILY



SHEET NUMBER:
1 OF 4



LINE TABLE

LINE	LENGTH	BEARING
L1	22.30	N89°03'00"E
L2	22.45	S12°19'15"E
L3	24.04	N73°33'00"E
L4	15.23	N42°02'00"E
L5	23.91	N66°58'27"W
L6	13.40	S22°30'00"E
L7	13.00	N72°48'00"E

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	185.81	254.87	189.57	N84°49'22"W
C2	20.28	83.47	20.25	N84°47'48"E
C3	3.87	52.47	3.87	S88°32'45"E
C4	111.69	83.47	105.31	S88°23'35"E
C5	8.01	83.47	6.01	S14°22'00"E
C6	156.51	238.61	123.84	S68°56'19"W
C7	42.30	184.21	43.78	S64°49'08"E
C8	68.24	284.91	67.89	S12°27'54"W
C9	100.00	185.11	127.26	N63°11'11"E
C10	9.93	66.02	7.93	S10°30'54"E
C11	88.43	184.73	83.81	N62°38'39"W
C12	140.63	83.47	133.83	N67°02'00"E
C13	10.00	25.00	9.70	S07°45'24"W

SITE PLAN NOTES

THIS PROPERTY IS A PORTION OF TMS# 04-0415-001-00-00 (THE AREA TO BE DEVELOPED IS 184,855 SF (3.78 ACRES))

THIS PROPERTY IS ZONED RD-RESORT COMMERCIAL. NO REZONING IS REQUIRED FOR THE PROPOSED USE.

THIS PROPERTY IS LOCATED IN FLOOD ZONES "X" IN, "X" OUT, AND "AE-9" AS SHOWN ON FEMA MAP NO. 450890275 D DATED AUGUST 2, 1999.

PARKING REQUIRED = 3 SPACES PER UNIT
2004 = 68 SPACES REQUIRED
EACH UNIT HAS A ONE CAR GARAGE. THERE IS ALSO ROOM FOR AT LEAST ONE ADDITIONAL CAR IN THE DRIVEWAY.
34 UNITS X 3 CARS = 102 SPACES.
THERE ARE AN ADDITIONAL 3 SPACES FOR A TOTAL OF 71 SPACES.

UNIT SUMMARY IS AS FOLLOWS:
UNITS 6 TO 10 (5 UNITS) ARE 2 STY 3 BDRM UNITS
UNITS 14 AND 11-34 (28 UNITS) ARE 2 STY 2 BDRM UNITS
MINIMUM LOT AREA
6-2 STY 3 BDRM UNITS @ 4,300 SF/UNIT = 25,800 SF
25-2 STY 1 BDRM UNITS @ 1,600 SF/UNIT = 100,800 SF
MINIMUM LOT AREA = 126,600 SF

TOTAL LOT AREA = 194,855 SF
LESS STREETS = 18,116 SF
LESS RICE FIELDS = 14,992 SF
LOT AREA EXCLUDING STREETS & RICE FIELDS = 133,647 SF

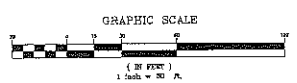
MAXIMUM BUILDING COVERAGE = 35% OF LOT
BUILDING COVERAGE = 41,873 SF
41,873 SF / 194,855 SF = 21.4%

THERE ARE NO RESIDENTIAL ZONED AREAS ADJACENT TO THIS PROPERTY. PROPERTY TO THE EAST IS RESIDENTIAL USE, THEREFORE A 10' WIDE TYPE 2 BUFFER IS REQUIRED.

MINIMUM PERVIOUS SURFACES = 50% OF LOT
TOTAL PROPERTY HAS 7,385 SF OF PERVIOUS CONCRETE AND 80,096 SF OF GRASSSED, LANDSCAPED OR RICE FIELDS AREAS FOR A TOTAL OF 93,481 SF OF PERVIOUS AREA
93,481 SF / 194,855 SF = 47.97% PERVIOUS AREA

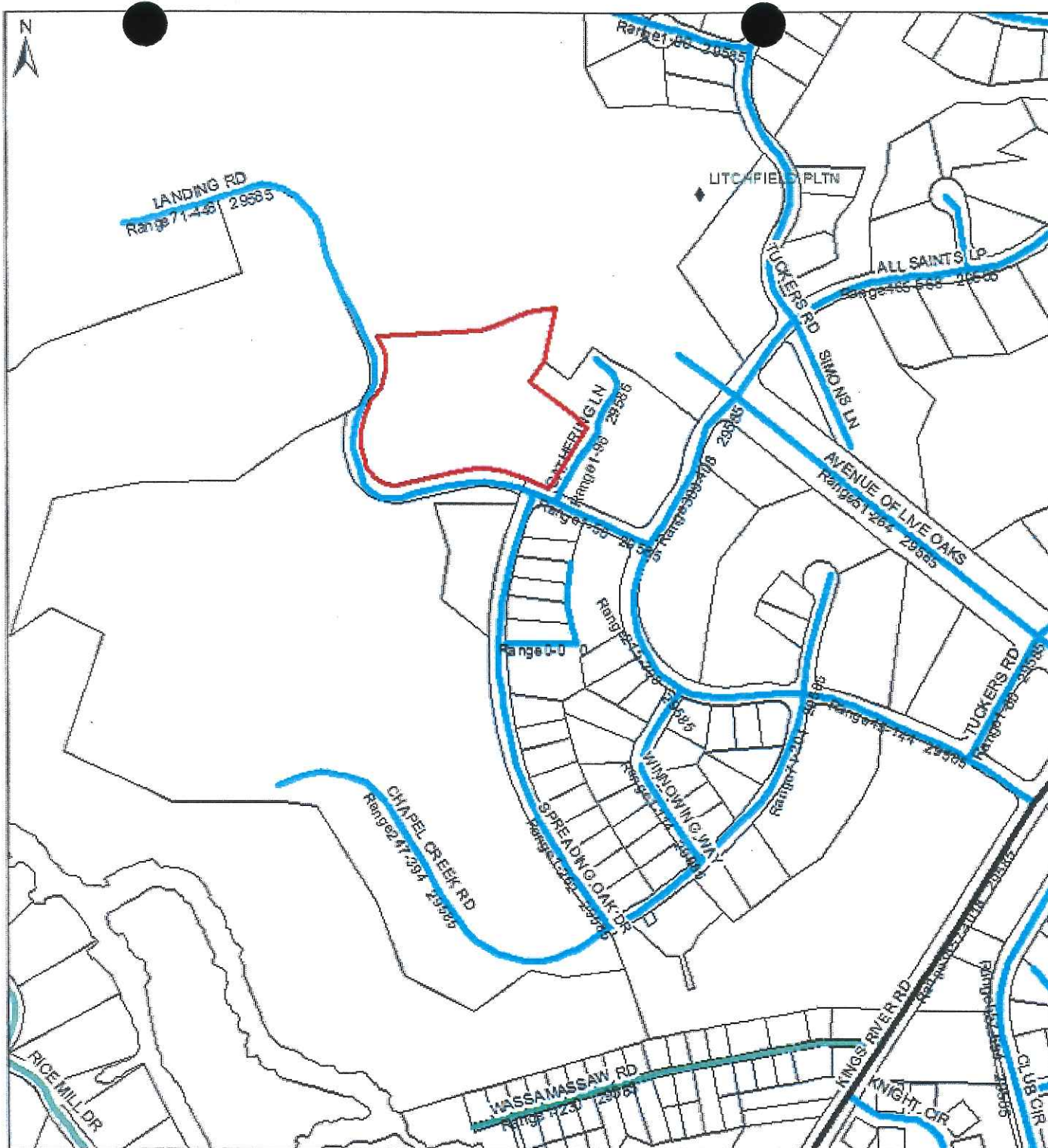
PERVIOUS PARKING SURFACE REQUIRED = 25%
TOTAL TRAPPING SURFACE = 28,857 SF
PERVIOUS = 7,265 SF
7,265 SF / 28,857 SF = 25.19% PERVIOUS PARKING

INTERIOR LANDSCAPING REQUIRED (UNDER 48,993 SQ FT) = 28,857 SF X 50% = 14,428 SF
INTERIOR LANDSCAPING PROVIDED = 6,574 SF
PHASE UNITS MAY BE REVISED AS PROJECTS DEVELOPED.



SOUTHWEST PORTION OF MITCHELL PLANTATION
TMS# 04-0415-001-00-00
KING GEORGE II HOLDINGS LLC
DB: 2322 PG: 177

FILE: 6-15-17-001-001-00-00



Marina Village, Phase 4 Property Location MAJ12-16-17277

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Marina Village, Phase 2-4

□ Lot Lines

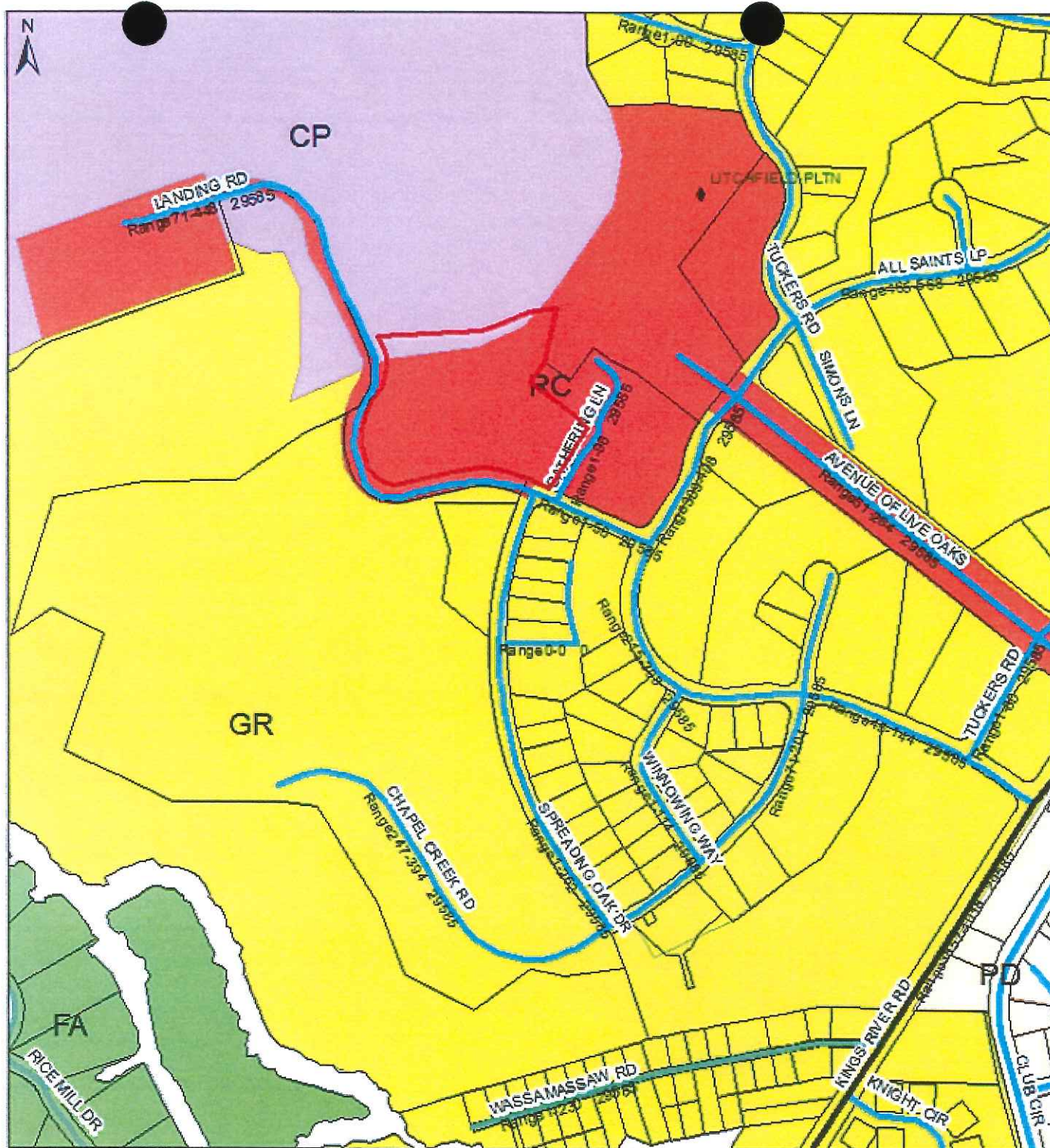
— Railroads

◆ Landmarks

— 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.



Marina Village, Phase 4 Property Zoning MAJ12-16-17277

Legend

Streets

County

Maintained By

County

Private

State

Marina Village, Phase 4

Lot Lines

Boundaries

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

RC

GR

FA

PD

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277

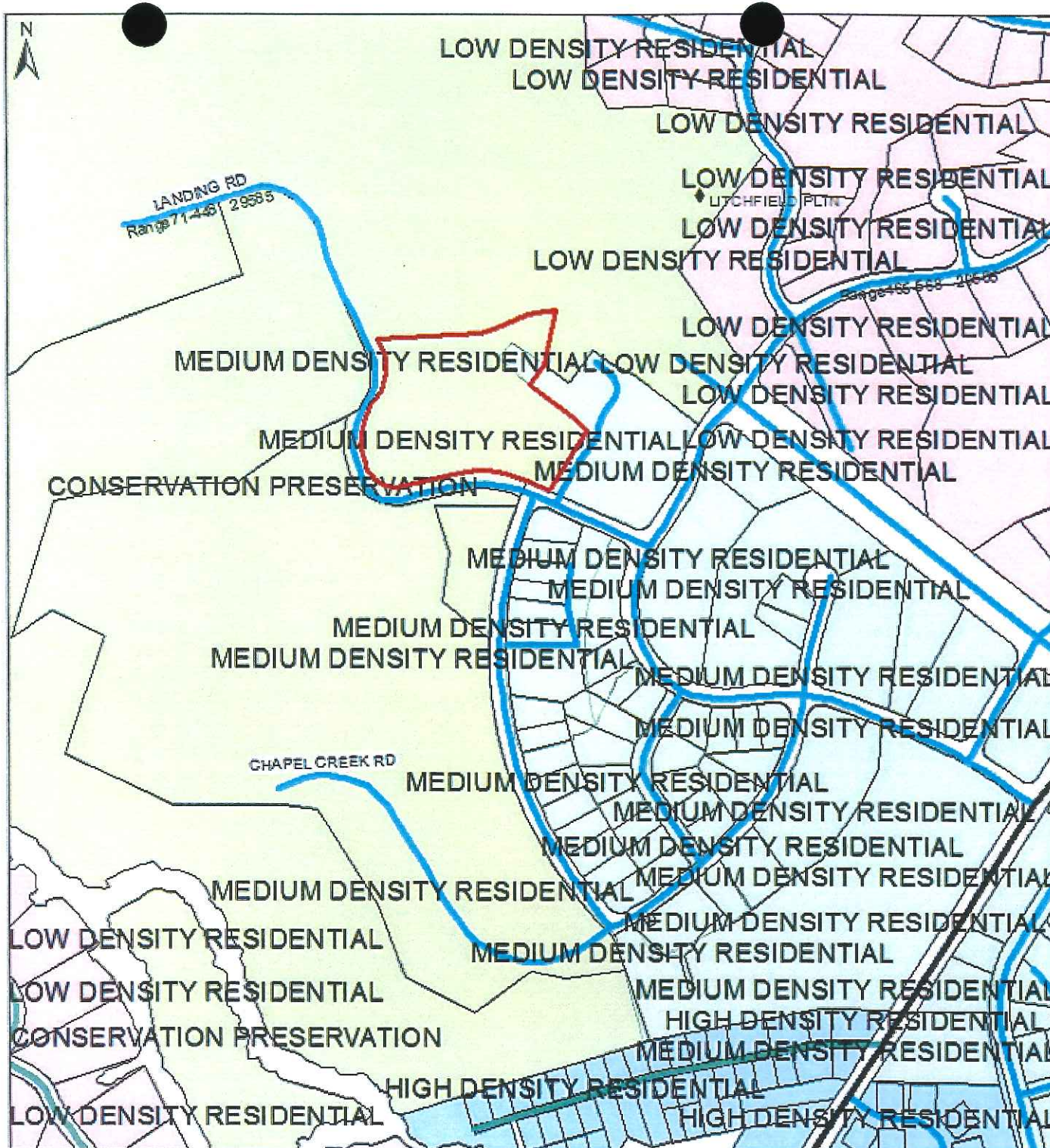
MAJ12-16-17277

MAJ12-16-17277

MAJ12-16-17277



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.



Marina Village, Phase 4 Property FLU MAJ12-16-17277

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Marina Village, Phase 2-4

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

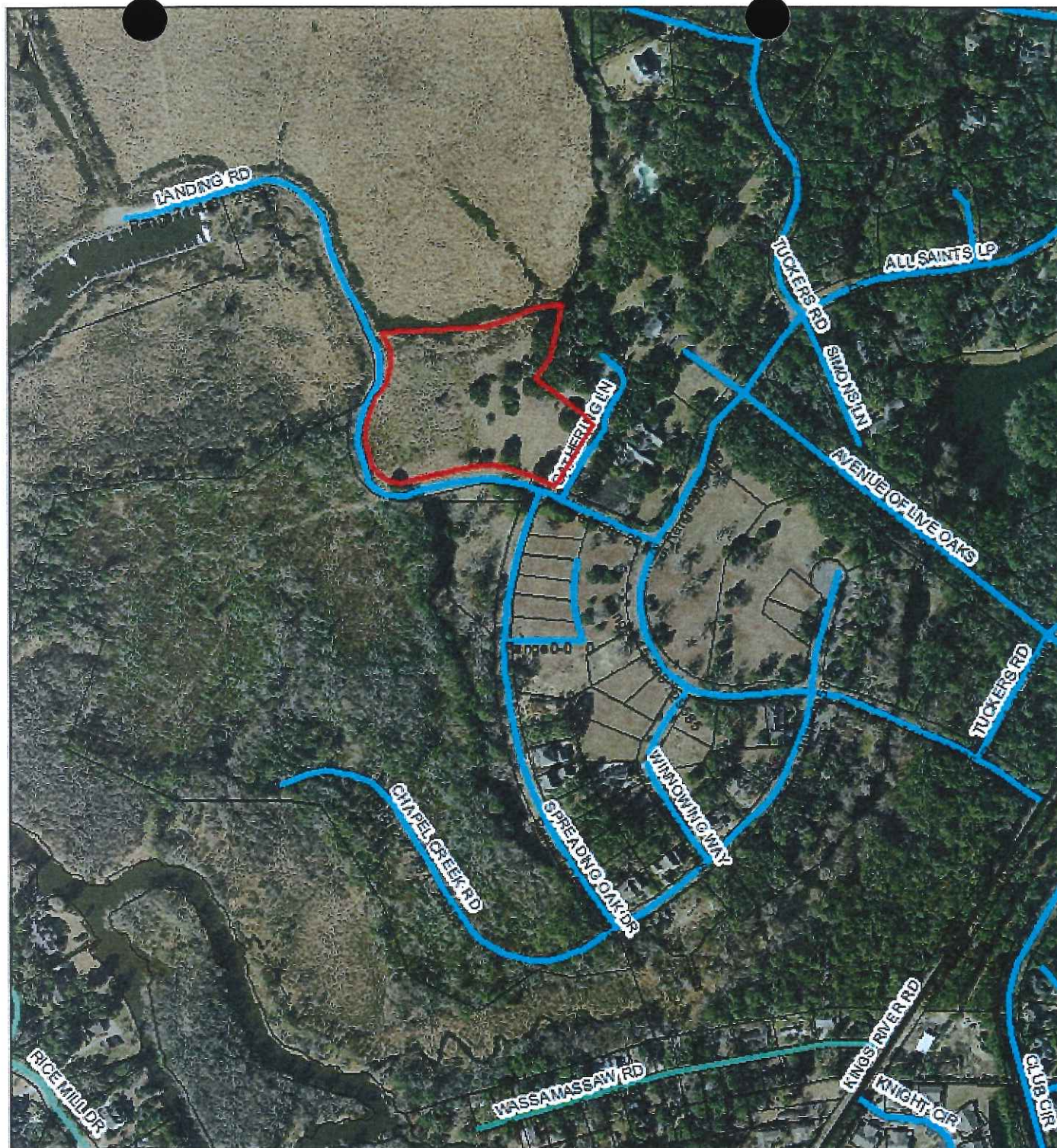
TRANSITIONAL

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.

Marina Village, Phase 4
Property Aerial
MAJ12-16-17277



Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Marina Village, Phase 2-4

Lot Lines

Railroads

Landmarks

2014 Imagery (Color)

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.



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Tim Harris of ASI Engineers, Inc. as agent for Abbey, LLC for site plan review of a 33 unit multifamily development located on the corner of Landing Road and Gathering Lane in Litchfield Plantation. TMS# 04-0413-001-02-00. Case Number MAJ 12-16-17277.

The Planning Commission will be reviewing this request on **Thursday, June 15, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: jblankenship@gtcounty.org

SECTION 6-29-1145. Determining existence of restrictive covenant; effect.

(A) In an application for a permit, the local planning agency must inquire in the application or by written instructions to an applicant whether the tract or parcel of land is restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity.

(B) If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity:

(1) in the application for the permit;

(2) from materials or information submitted by the person or persons requesting the permit; or

(3) from any other source including, but not limited to, other property holders, the local planning agency must not issue the permit unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order.

(C) As used in this section:

(1) "actual notice" is not constructive notice of documents filed in local offices concerning the property, and does not require the local planning agency to conduct searches in any records offices for filed restrictive covenants;

(2) "permit" does not mean an authorization to build or place a structure on a tract or parcel of land; and

(3) "restrictive covenant" does not mean a restriction concerning a type of structure that may be built or placed on a tract or parcel of land.

HISTORY: 2007 Act No. 45, Section 3, eff June 4, 2007, applicable to applications for permits filed on and after July 1, 2007; 2007 Act No. 113, Section 2, eff June 27, 2007.

Effect of Amendment

The 2007 amendment, in subsection (A), substituted "in the application or by written instructions to an applicant whether" for "if", rewrote subsection (B); and in subsection (C), added paragraph (1) defining "actual notice" and redesignated paragraphs (1) and (2) as paragraphs (2) and (3).

NATE FATA, P.A.
ATTORNEY AT LAW

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

VIA U.S. MAIL

March 30, 2017

TRK Abbey, LLC
Theodore Ross Kirkpatrick, Registered Agent
1367 Debordieu Blvd.
Georgetown, SC 29440

Re: 5.05 Acres known as Marina Village in Litchfield Plantation

Dear Mr. Kirkpatrick:

I represent the Litchfield Plantation Association, Inc. I understand you own 5.05 acres in Litchfield Plantation commonly referred to as Marina Village.

From my review of the Register of Deeds filings, at the time of your acquisition of the subject property, the maximum number of lots designated was seven (7). You then recorded a Designation of Lots Agreement dated May 3, 2016 in which you increased the maximum number of lots designated from seven (7) to ten (10). Lots are defined as a dwelling unit or condominium unit under the 2005 Amended Covenants. Currently, you have under construction ten (10) dwelling units or condominium units on the property. Those ten units appear to be in the rough-in phase.

The Association considers those ten (10) dwelling units currently under construction to be the maximum number of lots allowable for the entire 5.05 acres pursuant to the 2005 Amended Covenants. Any additional lots or dwelling units on the 5.05 acres would constitute a violation of the 2005 Amended Covenants. Please govern yourself accordingly.

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

cc: Chase McGill, Esq.

NATE FATA, P.A.
ATTORNEY AT LAW

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

VIA U.S. MAIL

March 30, 2017

Abbey, LLC
Richard T. Smith, Registered Agent
106 Edward Ave.
Murrells Inlet, SC 29576

Re: 5.05 Acres known as Marina Village in Litchfield Plantation

Dear Mr. Smith:

I represent the Litchfield Plantation Association, Inc. I understand you own 5.05 acres in Litchfield Plantation commonly referred to as Marina Village.

From my review of the Register of Deeds filings, at the time of your acquisition of the subject property, the maximum number of lots designated was seven (7). You then recorded a Designation of Lots Agreement dated May 3, 2016 in which you increased the maximum number of lots designated from seven (7) to ten (10). Lots are defined as a dwelling unit or condominium unit under the 2005 Amended Covenants. Currently, you have under construction ten (10) dwelling units or condominium units on the property. Those ten units appear to be in the rough-in phase.

The Association considers those ten (10) dwelling units currently under construction to be the maximum number of lots allowable for the entire 5.05 acres pursuant to the 2005 Amended Covenants. Any additional lots or dwelling units on the 5.05 acres would constitute a violation of the 2005 Amended Covenants. Please govern yourself accordingly.

Very truly yours,
NATE FATA, P.A.



Nate Fata
NF/sh

cc: Chase McGill, Esq.

April 21, 2017

Henrietta U. Golding

hgolding@mcnair.net
T 843.444.1107

Via U.S. Mail & Email: nfata@fatalaw.com

Nata Fata, Esquire
Nata Fata, P.A.
Post Office Box 16620
Surfside Beach, SC 29587

Re: 5.05 Acres known as Marina Village in Litchfield Plantation

Dear Nate:

Please accept this letter as notification that I have been retained by Abbey, LLC and TRK Abbey, LLC, with respect to the matters set forth in your letter dated March 30, 2017 regarding Litchfield Plantation. I have not had an opportunity to delve into the facts so your assistance is needed. Your letter is not specific as to why you state that the Association considers the ten (10) dwelling units to be maximum number of lots allowing for the entire 5.05 acres. I understand that the 5.05 acres and an adjoining property are permitted, by the covenants, to a maximum of 222 lots (units). Apparently there is a disconnect somewhere so please enlighten me as to the specifics of the Association's position and the provisions in the Covenants relied upon by the Association.

I look forward to hearing from you.

With kindest regards.

Sincerely,

McNAIR LAW FIRM, P.A.



Henrietta U. Golding

HUG:ck

cc: Chase McGill, Esquire (via email)
Richard Smith (via email)
Ted Kirkpatrick (via email)

McNAIR LAW FIRM, P.A.
Founders Centre
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577

Mailing Address
Post Office Box 336
Myrtle Beach, SC 29578

mcnair.net

NATE FATA, P.A.
ATTORNEY AT LAW

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

VIA EMAIL

June 8, 2017

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

Re: Site Plan Review of a 33 Unit Multi-Family Development in Litchfield Plantation

Dear Ms. Richardson:

I represent the Litchfield Plantation Homeowners Association, Inc. ("Association"). The Association is submitting this objection to the proposed request by Timothy P. Harris of ASI Engineers, Inc., as agent for Abbey, LLC, for site plan review of a thirty-three (33) unit multi-family development located on the corner of Landing Road and Gathering Lane in Litchfield Plantation, TMS #04-0413-001-02-00. The proposed density is approximately ten (10) units per acre.

The Association objects to the development request. Set forth below are several points in support of the Association's objection.

- Section 5.9 of the 2005 Amended Covenants for Litchfield Plantation, Deed Book 1642, Page 1, set forth the procedure for designating the maximum density for the Bulk Sale of the 5.05 acre parcel. Upon the Bulk Sale by the Declarant, the purchaser, with the Association's agreement, designated seven (7) Lots for the entire 5.05 acre tract (a lot is a dwelling unit). See Supplemental Declaration, Deed Book 1394, page 155, attached. The Association does not agree to the proposed increased Lots.
- The proposed density, thirty-three (33) units on approximately 3.4 acres, disproportionately uses up the maximum density allotted to all of Phase II of Litchfield Plantation as set forth in Section 5.19 of the 2005 Amended Covenants. Phase II contains more than fifty-five (55) acres. The maximum density allowed is two hundred twenty-two (222) units, or approximately four (4) units per acre. The proposed density is nearly ten (10) units per acre.

Holly Richardson

June 8, 2017

Page 2

- The proposal is not in keeping with the overall density characteristics of the Plantation, both currently and as envisioned for the future. The high density proposal will have a negative impact on Litchfield Plantation, its infrastructure and the overall scheme envisioned under the 2005 Amended Covenants.

We appreciate the Planning Commission's consideration

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments: Supplemental Declaration
Section 5.9, 2005 Amended Covenants
Section 5.19, 2005 Amended Covenants

June 14, 2017

Henrietta U. Golding

hgolding@mcnair.net
T 843.444.1107

Via Email Communication:

Holly Richardson
Chief Planner
Georgetown County
P. O. Drawer 421270
Georgetown, SC 29442
Email: hrichardson@gtcounty.org

Re: Site Plan Review of a 33 Unit Multi-Family Development Located on
the Corner of Landing Road and Gathering Lane in Litchfield Plantation

Dear Ms. Richardson:

Please accept this letter as notification that I represent Abbey, LLC and TRK Abbey, LLC with respect to the above Site Review. The purpose of this letter is to specifically address the issues raised by Nate Fata in his letter to you dated June 8, 2017.¹ Mr. Fata's letter dated June 8, 2017 contains erroneous statements and is legally incorrect. There exists no restrictive covenant, nor any state or local laws or regulations, which restrict or limit the density as Mr. Fata attempts to assert in his letter. The following are the points that clearly undercut Mr. Fata's contentions:

1. The Amended Declaration for Litchfield Plantation dated May 3, 2005, Deed Book 1642, Page 1, et seq., does not contain any restrictions as to the designation of the maximum density for the bulk sale of the 5.05 acre parcel (Property) other than in Section 5.19.

In Section 5.19, Density, it is provided that the maximum density in Phase II shall be 222 dwelling units. This is the only provision in the Restated Declaration and the Supplemental Declaration dated December 17, 2009, recorded December 18, 2009, in Book 1394, Page 155 addressing this point. It should be noted that contrary to Mr. Fata's statement in his letter that the density is "...approximately 4 units per acre.", no such restriction exists.

McNAIR LAW FIRM, P.A.
Founders Centre
2411 Oak Street, Suite 206
Myrtle Beach, SC 29577

Mailing Address
Post Office Box 336
Myrtle Beach, SC 29578

mcnair.net

¹ Mr. Fata did not copy me with this correspondence even though he had full knowledge of my representation since April 21, 2017, the date I emailed him a letter.

As to Section 5.9. Bulk Sale of Parcel by Declarant, Mr. Fata's letter is misleading. The first entire paragraph must read in full and not one sentence picked out. The following is the entire first paragraph.

"5.9. Bulk Sale of Parcel by Declarant. The Declarant shall designate the maximum number of Lots which can be built upon a Bulk Sale Parcel at the time of sale of property in bulk sale for development. Such initial designation shall be in writing and a copy of such designation shall be provided to the Purchaser and to the Board of the Association. If no designation is made, the Bulk Sale Parcel shall be assessed at the rate of four (4) Lots per acre. In the event the Purchaser sells all of the Lots within the Bulk Sale Parcel but fails to subdivide the parcel into a number of Lots equal to the maximum initial density assigned to such parcel, the assessments shall be computed based on the actual number of Lots and not the initial designation." (emphasis added)

It is clear based on the very language of Section 5.9 that when the Declarant designated the maximum number of lots, this was an "...initial designation...". Mr. Fata, in his June 8, 2017 letter, completely ignored the second sentence which explains that the Declarant Designation of Maximum Number of Lots was an "Initial Designation".

2. The Declarant has the right to designate the number of Lots.

The current property owners, Abbey, LLC and TRK Abbey, LLC, purchased the Property by Deed dated May 4, 2016, recorded in Book 2790, Page 309. At the time of its purchase, Abbey, LLC and TRK Abbey, LLC also obtained an Assignment of Declarant Rights recorded May 4, 2016 in Book 2790, Page 337. The Assignment of Declarant Rights to Abbey, LLC and TRK Abbey, LLC meant that Abbey, LLC and TRK Abbey, LLC had the right to designate the "...minimum and maximum number ..." of lots and dwelling units which can be built upon the Property. It is important to note that the Initial Assignment of Declarant Rights, dated December 17, 2009, is between Litchfield Plantation Company, Inc. (the then Declarant and original Developer), and C. Clark McNair and E. Chandler McNair. This original Assignment of Declarant Rights was recorded on December 18, 2009, in Deed Book 1394, Page 219. Page 10 of the original Assignment contains the agreement and consent of the Litchfield Plantation Association, Mr. Fata's client. As to the particulars of this Assignment, the following right is specifically stated as being

1.g. Any and all other rights reserved unto the Declarant pursuant to Article V, Section 5.9 or otherwise, to designate the minimum and maximum number of lots and dwelling units which can be built upon the property."² Attached is a copy of the Assignment of Declarant Rights dated December 17, 2009.

² The property being 5.01 acres.

In conclusion, the current property owners, Abbey, LLC and TRK Abbey, LLC are the Declarants and, as the Declarants, have a right to designate the minimum and maximum number of lots and dwelling units that can be built so long as the density requirement in Section 5.19 (222 units) is not exceeded.

3. Section 6-29-1145 does not prevent the approval by the Georgetown County Planning Commission.

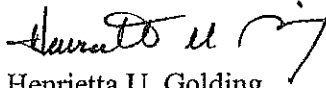
Section 6-29-1145(B) specifically states that if a local planning agency has actual notice of a restrictive covenant that is "... contrary to, conflicts with, or prohibits the permitted activity ...", then the Planning Agency must not issue the permit unless the Planning Agency receives confirmation that the particular restrictive covenant has been released. In this matter, there is no restrictive covenant that prohibits the 33 unit multi-family development of the Property. There simply exists no restrictive covenant limiting the number of lots or units in any of the Property's governing documents relating to this parcel of Property other than density caps of 222 units. As pointed out above, the Property owner is the Declarant. The Declarant has a right to designate the number of lots as set forth in Section 2.14 of the Amended Declaration. Pertinent portion of Section 2.14 states the following:

"Prior to the recordation of a subdivision plat or condominium master deed, a parcel of vacant land or land on which improvements are or will be under construction shall be deemed to contain the number of lots designated in writing, by the Declarant for residential use of such parcel."

Based upon the foregoing, I respectfully request that the County's staff position recommending approval not be changed.

Sincerely,

McNAIR LAW FIRM, P.A.


Henrietta U. Golding

HUG:ck

cc: Clients (via email)
Nate Fata, Esq. (via email)
Attachment

NATE FATA, P.A.
ATTORNEY AT LAW

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

VIA EMAIL

June 15, 2017

Boyd Johnson
Director, Planning and Code Enforcement
129 Screven Street
Georgetown, SC 29440
bjohnson@gtcounty.org

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

Re: Site Plan Review of a 33 Unit Multi-Family Development in Litchfield Plantation

Dear Boyd and Holly:

Litchfield Plantation Association ("Association") is setting forth below additional objections to the proposed Site Plan by the applicant. Please allow this letter to supplement my June 8, 2017 letter. In summary, the Association does not agree with the applicant's reading of the restrictions. The Association had previously notified the applicant of its position by letters dated March 30, 2017, copies of which are attached. The Association agrees the applicant is requesting the Planning Commission to rule on restrictions and covenants. That is not the Planning Commission's function.

The applicant was to provide a signed Deeds and Covenants Release Form pursuant to South Carolina Code Ann. § 6-29-1145. I did not see this executed form in the information I received. In addition, the 2005 Amended Covenants were not provided by the applicant. From what I received, it appears the submitted application is/was incomplete and does not comply with the statute.

Boyd Johnson
Holly Richardson
June 15, 2017
Page 2

The applicant's proposal violates the 2005 Amended Covenants for Litchfield Plantation, which I have previously provided to you. It appears that the applicant has taken the position that the 2005 Amended Covenants were somehow amended by the Assignment of Declarant Rights or do not apply to the property. That is not possible under the express language of the 2005 Amended Covenants. The 2009 Supplemental Declaration, provided by the applicant, subjected the 5.05 acres to the 2005 Amended Covenants. The Assignment of Declarant Rights executed by the Declarant, Litchfield Plantation Company, Inc. ("LPC"), does not change and cannot change or amend the restrictions set forth in the 2005 Amended Covenants. Those restrictions apply to the Declarant and all the owners.

As set forth in Section 7.2 of the 2005 Amended Covenants, amendments can only be made with the affirmative vote or written consent of two-thirds (2/3) of the owners in Litchfield Plantation. That two-thirds (2/3) vote or written consent from the owners was not obtained. In addition, amending Sections 3.9, 5.9 and 5.19, which are at issue, expressly requires the affirmative vote of two-thirds (2/3) of the owners. There were at least ninety (90) owners in 2009.

I have set forth below objections under several additional sections of 2005 Amended Covenants, with a copy of those pages included for your reference.

Additional objections based on the 2005 Amended Covenants:

Section 3.3 Prohibited Activities:

- (C) Subdivision of a lot into two more lots after a subdivision plat including such lot has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any lot, except that the Declarant shall be permitted to subdivide or change the boundary lines of Lots which it owns;

The proposal is a further subdivision, which is not allowed, and changes the boundary lines of lots which is prohibited. The Declarant, LPC, does not own the 5.05 acres. The applicant already has a subdivision plat with ten (10) units or lots on the property.

Section 3.9 Single-Family Residential:

... No single family residential lot shall be less than 1/3 of an acre and single family residential lots will average at least 1/2 of an acre.

Boyd Johnson
Holly Richardson
June 15, 2017
Page 3

The proposal includes single family residential lots less than 1/3 of an acre. The Declarant cannot modify or eliminate this restriction.

Section 7.2 Amendment.

(B) By Owners:

Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by an affirmative vote or written consent, or combination thereof, of Owners of two thirds (2/3) of the total Class "A" votes of the Association, and the consent of the Declarant, so long as the Declarant owns any portion of the Property or has the right to annex the Property pursuant to Section 8.6. Provided, however, that Sections 3.9, 4.2, 5.2, 5.9, 5.10, 5.12, 5.17, 5.18, 5.19 and 6.1 cannot be amended at any time without the affirmative vote of two-thirds of the non-affiliated owners (including the Exempt Owners).

No Amendment to the 2005 Amended Covenants was ever voted upon by 2/3 of the owners. Similarly, there is no written consent by 2/3 of the owners for any amendment in 2009 or thereafter. The Assignment of Declarant Rights did not amend the 2005 Amended Covenants. Sections 5.9 and 5.19 address the initial designation of lots and maximum density issues discussed in my June 8, 2015 letter.

Section 7.9 Re-platting of Lot.

No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. However, the Declarant expressly reserves to itself, its successors and assigns, the right to re-plat any one or more of the Lots owned by the Declarant.

The proposal is an attempt to replat the property, even though the Declarant, LPC, does not own the property.

I received Ms. Golding's letter of June 14, 2017 and respond as follows:

Boyd Johnson
Holly Richardson
June 15, 2017
Page 4

First, applicant was notified of the Association's objection to further development of the property as set forth in my letters to the applicant dated March 30, 2017. The applicant, apparently while represented by Ms. Golding, has attempted to push through a proposed development without notifying the Planning Commission of the Association's previously stated position and the 2005 Amended Covenants. The Association was not listed by the applicant as a landowner who should get notice of the application.

Second, contrary to the applicant's assertion, TRK Abbey, LLC and Abbey, LLC agreed under the Assignment of Declarant Rights that LPC is still the Declarant under the 2005 Amended Covenants. See Assignment of Declarant Rights, Paragraph 4.b. ("Declarant shall fully perform all obligations, duties, agreements, and conditions to be performed by the Declarant under the terms of the Restrictive Covenants . . .") TRK Abbey, LLC and Abbey LLC are not the Declarant under any reading of the 2005 Amended Covenants.

Third, the Association also disagrees with Ms. Golding's analysis as to Bulk Sales and the Initial Maximum Designation by the Declarant, LPC, of 7 lots. The word "maximum" means the most allowed at any time. Ms. Golding's reading ignores this critical word. While the Maximum Designation sets a ceiling on the number of lots, the designation can be moved downward (lower) at a later time. The applicant has taken the position that there is no ceiling applicable to it. Such a premise runs afoul of the clear language and intent set forth in the 2005 Amended Covenants.

S.C. Code Ann. § 6-29-1145 prevents approval by the Planning Commission. The Association appreciates your consideration of its objections in this matter.

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments: Cited Sections of the 2005 Amended Covenants
March 30, 2017 correspondence

cc: Henrietta Golding, Esq.
Wesley Bryant, Esq.

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LITCHFIELD PLANTATION
and
WAIVER OF RIGHT OF FIRST REFUSAL**

This Amendment to the Declaration of Protective Covenants, Conditions and Restrictions is made this 3rd day of May, 2005, by Litchfield Plantation Company, Inc., ("Company"), and joined in by Litchfield Plantation Association, Inc., a corporation not for profit ("Association"), and Resources Planning Corporation ("RPC").

WITNESSETH:

WHEREAS, the Company as Owner of real property as described in Article I of this Declaration filed a Declaration of Restrictive Covenants dated January 26, 1971, and recorded in Georgetown County Deeds Book 98, Page 36 (the "1971 Declaration"); and

WHEREAS, the 1971 Declaration was amended by the Amendment to Declaration of Restrictive Covenants dated December 30, 1988, and recorded in Georgetown County in Deed Book 317, Page 222 ("the 1988 Modification"); and

WHEREAS, the 1971 Declaration provides that the Declaration, as amended by the 1988 Modification, may be changed, modified or extinguished in whole or in part as to all or part of the property through a written agreement duly executed and acknowledged by the Company, its successors or assigns, and by the then Owners of record of more than one-half (1/2) in area of the premises which are subject to the 1971 Declaration and subject to the payment of charges created by the 1971 Declaration; and

WHEREAS, the Company, RPC and the Owners of record of more than one-half (1/2) in area of the premises which are subject to the 1971 Declaration as amended and subject to the payment of charges created by the 1971 Declaration as amended have executed and acknowledged this Amendment to the 1971 Declaration as amended; and

WHEREAS, this Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation amends the 1971 Declaration as amended by the 1988 Modification, but shall not modify the Master Deeds for Horizontal Property Regimes I or II, recorded in Georgetown County in Deed Book 98, Page 220 and in Deed Book 98, Page 166. The purpose of this Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation is to incorporate into one document all covenants, conditions and restrictions applicable to Litchfield Plantation.

NOW THEREFORE, in consideration of the premises, the Company hereby covenants and agrees with the owners and purchasers of all lots or dwellings within Litchfield Plantation, that the property described in and referred to in Exhibits "A" and "B" shall be held, used and conveyed subject to the 1971 Declaration as amended by these Protective Covenants, Conditions and Restrictions set forth in this Declaration and it is hereby covenanted and agreed that the Protective Covenants, Conditions and Restrictions shall inure to the benefit of and be binding upon RPC, the Company, their successors and assigns, the Association, the owners and purchasers of property within the Plantation and all parties having any right, title, or interest in the Property or any part thereof, their respective heirs, successors and assigns, and all such Protective Covenants, Conditions and Restrictions shall bind and run with the property described in Exhibit "A" and "B " hereof, and all Lots and Dwelling Units therein.

ARTICLE 1

Property Description

- 1.1 **Phase I Litchfield Plantation**. Property described on attached Exhibit "A", incorporated herein by reference.
- 1.2 **Common Area**. Property described on attached Exhibit "B", incorporated herein by reference, subject to the amendmentary provisions set forth in Article 5, Section 5.2.
- 1.3 **Phase II Litchfield Plantation**. Property described on attached Exhibit "C", incorporated herein by reference.
- 1.4 **Single-Family Residential Lot Area**. Property described in attached Exhibit "D", incorporated herein by reference.

ARTICLE 2

Definitions

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below, and all definitions shall be applicable to the singular or plural forms of any such term(s).

- 2.1 **"Architectural Review Board"**: The board established by the Board of Governors pursuant to Article 4.
- 2.2 **"Association"**: Litchfield Plantation Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
- 2.3 **"Benefited Assessment"**: Assessments levied under Section 5.13.
- 2.4 **"Board"** or **"Board of Governors"**: The Board of Governors of the Association, which is the governing body of the Association, selected as provided in its Bylaws.

2.5 "Bylaws": The corporate Bylaws of the Association, a copy of which is attached as Exhibit "E."

2.6 "Bulk Sale": A sale of vacant land or land on which improvements are or will be under construction, from the Declarant to a builder or developer for a development into dwelling units.

2.7 "Common Area": Property, both real and personal, described in Exhibit "B", attached hereto and incorporated herein by reference, to which Owners have easements of use and open space as set forth in this Declaration; together with all other real or personal property which the Association now or hereafter owns, leases, or otherwise holds possessory or use rights in and for the common use and enjoyment of the Owners, including easements held by the Association for such purposes. Such areas are not dedicated for use by the general public and the general public shall have no easement of use and enjoyment therein.

2.8 "Common Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Lots, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration.

2.9 "Consumer Price Index": The Consumer Price Index for "all urban consumers" as issued by the U.S. Department of Labor, Bureau of Statistics, adjusted for any reference base change, with January 2005 as a starting point index. The term "CPI Increase" shall mean the increase (if any) expressed as a percentage, of the then current index over the starting point index.

2.10 "Declarant": Litchfield Plantation Company, Inc., a South Carolina corporation, or any successor or assign of Litchfield Plantation Company, Inc. who takes title to any portion of the property described on Exhibits "A" or "C" for the purpose of development and/or resale in

the ordinary course of business and who is expressly designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

2.11 "Design Guidelines": The architectural, design, development and other guidelines, standards, controls, and procedures including but not limited to, application and review procedures, adopted pursuant to Article 4 hereof.

2.12 "Declaration": Means this instrument as from time to time amended.

2.13 "Dwelling Unit": Any building or structure or portion of a building or structure situated upon a Lot which is intended for use and occupancy as an attached or detached residence for a single-family, including by way of illustration but not limitation, condominium units, townhouses, patio or zero lot-line homes, and single-family detached houses.

2.14 "Lot": A contiguous portion of the Property, whether improved or unimproved, other than Common Area or common property of any condominium regime, or property dedicated to the public, which may be independently owned and conveyed and which is intended to be developed, used and occupied with an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements, including any dwelling unit, thereon. The term shall include, by way of illustration but not limitation, condominium units, cluster homes, patio or zero lot-line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such. In the case of any structure containing multiple dwelling units, each dwelling unit shall be deemed to be a separate lot.

Prior to the recordation of a subdivision plat or condominium master deed, a parcel of vacant land or land on which improvements are or will be under construction shall be

deemed to contain the number of Lots designated in writing by the Declarant for residential use for such parcel.

2.15 "Member": A Person entitled to membership in the Association.

2.16 "Mortgage": A mortgage, deed of trust, deed to secure debt, or any other form of security deed.

2.17 "Mortgagee": A holder of a Mortgage.

2.18 "Non-affiliated Owners": Owners other than the Declarant, Resources Planning Corporation, any wholly-owned or controlled subsidiary of either, or Louise P. Parsons. After termination of the Class "B" share period pursuant to Section 5.5, all Owners will be deemed Non-affiliated Owners.

2.19 "Owner": One or more Persons who hold the record title to any Lot, except Persons holding an interest merely as security for the performance of an obligation.

2.20 "Person": A natural person, corporation, partnership, trustee, a limited liability company, or any other legal entity.

2.21 "Private Amenities": Real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Property, developed by the Declarant or any affiliate, designee or assignee of the Declarant, which are privately owned and operated by persons other than the Association on a fee-basis, club membership basis, or otherwise. No Owner or other party shall have an Easement of Use or right in such facility unless expressly granted to such Owner or other party by the Declarant. For example, the Carriage House Club and The Marina shall be private amenities.

2.22 "Property": The real property described in attached Exhibits "A" and "B", together with such additional property as is subjected to this Declaration in accordance with Article 8.6.

2.23 "Record" or "Recording": To record or file with the Office of the Clerk of Court or RMC for Georgetown County, South Carolina.

2.24 "Rules": Rules and regulations governing use of the Common Area adopted pursuant to Section 5.3.

2.25 "Special Assessment": Assessments levied under Section 5.12.

2.26 "Supplemental Declaration": A recorded supplement to this Declaration filed pursuant to Article 8 which makes additional property subject to this Declaration.

2.27 "Working Capital Assessment": A payment to the Association made pursuant to Section 5.18.

ARTICLE 3

Use Restrictions

3.1. General. Except as provided in Section 3.2 of this Article and except for those portions of the Property upon which common facilities have been or will be erected, owned or leased by the Association or the Declarant, the Property shall be used only for residential, recreational and related purposes.

3.2. Reservation. The Declarant, in fulfilling its general plan of improvement of the Property, hereby reserves the right to use any portion of the Property, including all or part of any dwelling owned or leased thereon, for the purpose of carrying on business. This shall include, by way of illustration but not limitation, real estate sales, a restaurant, hotel (provided that no single structure used for or as a part of a hotel operation shall contain more than four (4) individual

suites, except for the Plantation House and the Korf Guest House), marina, meeting rooms, offices, maintenance facilities, equipment storage, facilities used to conduct meetings including weddings, Dwelling Units used in the Country Inn or similar program, and general business offices, all including any signs or accessory uses.

3.3. Prohibited Activities. The following activities are prohibited within the Property unless expressly authorized by the Declarant, and then subject to such conditions as may be imposed by the Declarant:

(A) Raising, breeding, or keeping of animals or poultry of any kind, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes. Provided, any pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the Owners of occupants of other Lots shall be removed upon the request of the Board. If the pet Owner fails to honor such request, the Association may remove the pet;

(B) Posting of signs of any kind except those as required by law, including posters, circulars, billboards; provided, one professionally lettered sign may be displayed on a lot on which a dwelling unit is under construction and in accordance with any restrictions in size, coloring, lettering and placement of signs as may be adopted by the Architectural Review Board;

(C) Subdivision of a lot into two more lots after a subdivision plat including such lot has been approved and filed with the appropriate governmental authority, or changing the boundary lines of any lot, except that the Declarant shall be permitted to subdivide or change the boundary lines of Lots which it owns;

(D) Active use of lakes, ponds, rivers, streams, wetlands or other bodies of water within the Property, including siphoning or draining water for purposes of irrigation or otherwise, except use of the marina by marina lessees and use of the main rice field, subject to any rules and regulations established by the Board. Neither the Declarant or the Association shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, rivers, streams, wetlands or other bodies of water within or adjacent to the Property. Provided, Simons Lane Horizontal Property Regime, Chapel Creek Horizontal Property Regime and Owners of the following Lots shall have the right to continue draining water from ponds for purposes of utilization of their existing irrigation systems: Lot 4, Block A; Lot 3, Block D; Lot 4, Block D; Lot 8, Block D; and Lot 9, Block D; Lot 1, Block E; Lot 2, Block E; Lot 3, Block E; and Lot 4, Block E.

(E) Operation of a timesharing, fraction-sharing or some other similar program whereby the right to exclusive use of the Dwelling Unit rotates among participants in the program on a fixed or floating time schedule over a period of years;

(F) Occupancy of a Dwelling Unit by more than two (2) Persons per bedroom in the Dwelling Unit. For the purposes of this provision "Occupancy" shall be defined as staying overnight in a Dwelling Unit more than 30 days in any six-month (6) period;

(G) Capturing, trapping or killing wildlife within the Property, except in circumstances posing an eminent threat to the safety of Persons or pets on the Property, and except as allowed by the Board pursuant to rules and regulations affecting any portion of the main Rice Fields;

(H) Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which result in unreasonable levels of sound or light pollution;

(I) Discharge of firearms or explosives within the Property, except shooting on the rice fields as allowed by Rules of the Board. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size;

(J) Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kinds; provided, the Declarant and the Association shall have the right, without obligation, to erect or install and maintain such apparatus for the benefit of all or a portion of the Property and except as allowed by Federal law; and

(K) Conducting any business, trade, garage sale, moving sale, rubbish sale, or similar activity except that the Owner or occupant residing in a Dwelling Unit may conduct business activities which are commonly conducted within residential areas within the Dwelling Units so long as:

- i) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit;
- ii) The business activity conforms to all zoning requirements for the Property;
- iii) The business activity does not involve visitation of the Lot or Dwelling Unit by employees, independent contractors, clients,

customers, suppliers, other business invitees or door-to-door solicitation of residents within the Property; and

- iv) The business activity is consistent with the residential character of the Property and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board.

This subsection shall not apply to any activity conducted by the Declarant with respect to the development and sale of the property or its use of any Lots upon which it conducts business or trade, including the designation and use of the restaurant, bar, offices, marina, any hotel, country inn, facilities used for meetings or weddings, maintenance facilities and equipment storage. The leasing of a Dwelling Unit pursuant to Section 3.5 shall not be considered a business or trade within the meaning of this subsection.

3.4 Prohibited Conditions. The following conditions shall be prohibited within the Property.

(A) Walls, dog runs, animal pens or fences of any kind on any lot except as approved in accordance with Article 4; provided, the Declarant and the Association shall have the right, without obligation, to construct and maintain fences on any portion of the Property which they own or manage;

(B) Open garage doors. Garage doors shall remain closed at all time except when entering and exiting the garage;

(C) Tents, shacks or other structures of a temporary nature on any Lot except as approved in accordance with Article 4 or as may be authorized by the Declarant.

Approved temporary structures used during the construction or repair of a Dwelling Unit or other improvements shall be removed immediately after the completion of construction or repair;

(D) Storage of furniture, fixtures, appliances, machinery, equipment or other goods and chattels not in active use on any portion of the Lot which is visible from outside the Lot, except as approved in accordance with Article 4;

(E) Clothes lines, garbage cans, equipment, tanks or storage piles except as enclosures approved in accordance with Article 4; and

(F) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently, except to the extent that the Declarant, in its discretion, may use temporary construction offices.

3.5 Leasing. For purposes of this Declaration, leasing is defined as a regular, exclusive occupancy of a Dwelling Unit by any Person other than the Owner, for which the Owner received any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Dwelling Units may be leased only in their entirety. No fraction or portion may be leased. No structure on the Lot other than the primary residential Dwelling Unit may be leased or otherwise occupied for residential purposes. There shall be no leasing of Dwelling Units or assignment of leases unless prior written approval is obtained from the Board. All leases shall be in writing. All leases shall be for an initial term for no less than ninety-days (90); provided, an Owner may lease their Dwelling Unit once per calendar year for a period of less than 90 days for special events (e.g. golf tournament). Notice of any lease, together with any such additional information as may be required by the Board, shall be given to the Board by

the Lot Owner within ten-days (10) of the execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and Rules and Regulations. During any such leasing, the Owner surrenders Owner's use of amenities to the lessee. The Board may adopt reasonable rules regulating leasing and subleasing.

NOTWITHSTANDING the foregoing, Declarant retains the right to lease any Lot or Dwelling Unit it owns, including but not limited to the use of fractional or proportional leases in the Country Inn program, or any hotel/motel or any other business conducted by the Declarant.

3.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot so as to render any such Lot or portion thereof, or any activity thereon, unsanitary, unsightly, offensive or detrimental to any other portion of the Property. Wood piles or other materials shall be stored in a manner so as not to be visible from outside the Lot and so as not to be attractive to native rodents, snakes, and other animals and to minimize the potential danger from fires. No other nuisance shall be permitted to exist or operate upon any Lot, the Common Area, or the private amenities so as to be offensive or detrimental to any other portion of the Property. No activities shall be conducted upon or adjacent to any Lot or within improvements constructed thereon which are or might be unsafe or hazardous to a person or property. No open fires shall be lighted or permitted on the Property, except in a contained outdoor fireplace or barbeque unit while attended or within a safe and well-designed interior fireplace.

3.7 Trash Containers and Collection Period. No garbage or trash shall be placed or kept upon any Lot, except in covered containers of a type, size and style which are approved in accordance with Article 4 or as required by the applicable governing jurisdiction. Such containers shall be kept inside garages or other structures on Lots except when they are being

made available for collection, and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor or indoor incinerators shall be kept or maintained on any Lot.

3.8 Vehicles and Parking: The term "Vehicles" as used in this Section shall include any device or structure for transporting persons or things, including without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles. Private (non-commercial) automobiles may be parked in a garage, driveway, parking pad or other area designated by the Board. Vehicles other than private (non-commercial) automobiles including oversized vehicles, stored vehicles and unlicensed or inoperable vehicles shall not be parked within the Property other than in an enclosed garage. No Vehicle may be left upon or parked on roadsides (swales) or on any other unpaved surfaces, except in an area designated by the Board.

3.9 Single-Family Residential: Notwithstanding anything to the contrary, the Property described on attached Exhibit "D" will be devoted to Single-Family Residential Lots which may be re-platted by the Declarant and Single-Family Residences located thereon. All other areas located within the Property described in Exhibits "A" and "C" may be developed in a mix of Dwelling Units at the Declarant's discretion, which may, but which need not, include Single-Family Residential Lots. No single family residential lot shall be less than 1/3 of an acre and single family residential lots will average at least 1/2 of an acre.

ARTICLE 4**Architectural and Design Standards**

4.1 **General.** No improvements (including staking, clearing, excavation, grading and other site work), exterior alteration of existing improvements (including painting), placement or posting of any object or thing on the exterior of any Lot, Dwelling Unit or other structure or the Common Area (e.g., signs, antennae, playground equipment, pools, propane tanks, lighting, temporary structures, and artificial vegetation), planting or removal of landscaping materials, or insulation or removal of an irrigation system shall take place except in compliance with this Article, this Declaration, and Article 3 "Use Restrictions", and the design guidelines and with the approval of the Architectural Review Board. Any Owner may remodel, paint or redecorate the interior of a structure or Dwelling Unit on a Lot without approval. However, modifications to the interior of screened porches, patios and other similar portions of a Lot visible from outside the structure on the Lot shall be subject to this Article and approval as set forth below. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with the originally approved plans and specifications.

This Article shall not apply to the activities of the Declarant nor to improvements to the Common Area by or on behalf of the Association.

4.2 **Architectural and Design Review.**

(A) **New Construction.** There shall be established by the Board of Governors an Architectural Review Board, which shall have such duties and objectives as are set forth herein. No building, fence, wall or other structure, no change in topography, landscaping, grading, filling or any other item shall be commenced or erected or

maintained upon any portion of the Lot or Dwelling Unit, nor shall any exterior addition to or change be made until the plans and specifications (including but not necessarily limited to all elevations, complete landscaping plan for the lot and a complete tree survey of the Lot), showing the grading, filling, nature, kind, size, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location to any surrounding structures and topography by the Architectural Review Board. Refusal or approval of plans, specifications and plot plans, or any of them may be based upon any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Architectural Review Board may deem sufficient. Neither the Declarant nor any Member of the Architectural Review Board shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Review Board, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Review Board. Further, neither the Declarant nor any Member of the Architectural Review Board shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Board for approval agrees, by submission of such plans and specifications, and every Owner of every Lot agrees, that he will not bring any action or suit against the Declarant or any Member of the Architectural Review Board to recover for such damage. No approval of plans, location, or specifications shall

be construed as representing or implying that such plans, specifications or standard will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Declarant, the Association nor the Architectural Review Board or its Members shall be responsible or liable for any defects in any plan or specifications submitted, revised or approved under these Covenants or for any defect in construction pursuant to such plans and specifications. The Owner shall have the sole responsibility for compliance with approved plans and agrees to and does hereby hold the Architectural Review Board, its Members, the Declarant and the Association harmless for any failure thereof caused by the Owner, architect or builder.

(B) Objectives of the Architectural Review Board: Architectural and Design Review shall be directed towards obtaining the following objectives for the Property.

- i. Insuring that the location and configuration of structures are visually harmonious with the terrain, vegetation, and the surrounding residential lots and structures, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.
- ii. Insuring that the architectural design of structures and the materials and colors are visually harmonious with the Property's overall appearance, history and cultural heritage, with surrounding development, with natural land forms and native vegetation, and

with the development plans, if any, for the areas in which the structures are proposed to be located.

- iii. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of Lots, removal of trees or vegetation which would cause disruption of natural water courses or scar natural land forms.
- iv. Insuring the plans for construction and landscaping limit the removal or damage to the natural landscape and significant trees, including obtaining proof from the Owner of compliance with the Georgetown County Tree Ordinance.
- v. Insuring that any structure, building or landscaping complies with the provisions of this Declaration.

4.3 Guidelines and Procedures: The Declarant may adopt Design Guidelines which shall apply to all construction activities within the Property, except as is provided in Section 4.1. The Declarant shall have the sole and full authority to amend the Design Guidelines as long as it owns any portion of the Property or has any right to annex any Property pursuant to Section 8.6. Thereafter, the Architectural Review Board shall have the authority to amend the Design Guidelines. The Design Guidelines may contain general provisions applicable to all Property, as well as specific provisions which vary from one portion of the Property to the other depending on the location, unique characteristics, intended use and any applicable zoning ordinance. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern and in considering applications hereunder. The Design Guidelines are not the exclusive

basis for decisions by the Architectural Review Board and compliance with the Design Guidelines does not necessarily guarantee approval of any application.

Any amendments to the Design Guidelines shall not apply to approved construction and modifications commenced prior to the date of such amendment and shall not apply to require modifications to or removal of the structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines and the Declarant, so long as it owns any portion of the Property or has a right to annex any property pursuant to Section 8.6, and the Architectural Review Board thereafter shall have the right to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

All structures and improvements constructed upon Lots shall be constructed in strict compliance with the Design Guidelines in effect at the time the plans or such improvements are submitted to and approved by the Architectural Review Board, unless the Architectural Review Board has granted a variance in writing pursuant to Section 4.4. So long as the Architectural Review Board is acting in good faith, its findings and conclusions with respect to appropriateness of, applicability of or compliance with the Design Guidelines in this Declaration shall be final.

4.4 Variance. The Architectural Review Board may authorize variances in writing from its Design Guidelines, but only:

(A) In accordance with duly adopted Rules when: (1) unique circumstances dictate, such as unusual topography, natural conditions, hardship or aesthetic or environmental consideration; and (2) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing

and anticipated uses of adjoining property. Inability to obtain, or the terms of, any governmental approval, or the terms of any financing shall not be considered a hardship warranting a variance. Notwithstanding the above, the Architectural Review Board may not authorize variances without the written consent of the Declarant, so long as the Declarant owns any portion of the Property or has a right to annex any Property pursuant to Section 8.6.

4.5 Enforcement. Any construction, alteration or other work done in violation of this Declaration, this Article or the Design Guidelines shall be deemed to be non-conforming. Upon written request by the Declarant, the Association or the Architectural Review Board, the Owner shall, at the Owner's own cost and expense and within such reasonable timeframe as set forth in such written notice, cure such non-conformance to the satisfaction of the requesting party or restore the Property, Lot and/or Dwelling Unit to substantially the same condition as existed prior to the non-conforming work.

Should an Owner fail to remove and restore as required, the Declarant, the Association or its designee shall have the right to enter the Lot and/or Dwelling Unit, remove the violation, and restore it to substantially the same condition as previously existed. All costs, including a reasonable attorneys fee, together with interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a benefited assessment unless otherwise prohibited in this Declaration.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration, this Article and the Design Guidelines may be excluded from access to the

Property. Neither the Declarant, the Association, its officers, governors, the Architectural Review Board, nor its Members, shall be held liable to any person for exercising the rights granted by this Article.

In addition to the foregoing, the Declarant and the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and decisions of the Architectural Review Board.

ARTICLE 5

The Association

5.1 Association Function, Membership and Voting Rights. The Declarant has established the Association for the purpose of exercising powers of maintaining and administering the Common Areas and the improvements thereon and to be constructed thereon including the roads and maintenance buildings and providing common services, administering and enforcing the Covenants, Conditions and Restrictions contained herein, and levying, collecting and dispersing assessments and charges herein created. The Association shall be authorized but not required to provide the following services:

- (A) To maintain, landscape and operate all open spaces, lagoons, lakes, ponds, rice fields or other open spaces within the Property.
- (B) Insect and pest control to the extent deemed desirable in the judgment of the Board of Governors.
- (C) To construct improvements on open spaces and Common Areas.
- (D) To provide or contract for administrative services including, but not limited to, legal, accounting, management, financial and communication services,

informing members of activities, notice of meetings, referendums, and any other services incident to the Association's powers.

(E) To take any and all actions necessary to enforce all Covenants, Restrictions, Rules and Regulations affecting the Property and to perform any of the functions or services delegated to the Association in any Covenants, Restrictions or Bylaws applicable to the Property.

(F) To provide liability and hazard insurance covering improvements and activities on the Common Area, independently or in collaboration with the Declarant.

(G) To provide Directors and Officers liability insurance for the Association, its elected Governors and Officers, and any appointed Boards or Board Members.

(H) To maintain all lakes, ponds and lagoons located within the Property, including the stocking of such lakes, ponds and lagoons as approved by the Board.

(I) To maintain the rice fields, including the repair, maintenance and operation of the main rice field gates and the rice field dikes.

(J) To take any and all actions necessary to enforce all covenants and restrictions affecting the property and to perform any of the functions or services to be performed by the Association and any covenants or restrictions applicable to the Property.

(K) To provide any and all services necessary or desirable in the judgment of the Board of Governors of the Association to carry out the Association's obligations and business under the terms of this Declaration, the Charter of the Association and the Association's Bylaws.

(L) To provide transportation to and from the Plantation House and the Beach House.

(M) To purchase, sell, trade or exchange real property comprising the Common Area, as set forth in Section 5.2.

5.2 Conveyance of Common Area from Declarant to the Association: Modification of Common Area by Trade, Sale or Exchange. The Declarant reserves the right to convey all or part of the Common Area to the Association and the Association agrees to accept said conveyance and to maintain and administer the same as Common Area provided, however, that any Common Area deeded to the Association is:

(A) Free from liens and encumbrances except those contained herein and future taxes;

(B) Is in good condition and not in need of maintenance and/or repair which would exceed the reserved funds held by the Association and applicable to the property being deeded to the Association, and

(C) Is contained within or contiguous to either the property described in a plat by Legare Hamilton dated March 4, 1971, recorded in Plat Book W, Page 8, or the Ocean Front Beach House as described on attached Exhibit "B". For purposes of this subparagraph 5.2(C), the term "contiguous":

(i) shall include any parcel of property with a boundary line located within 3,000 feet of the property described in the March 4, 1971 plat described above; and

(ii) contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road,

right of way, easement, or waterway, and any such property shall be deemed contiguous despite such separation.

The Association reserves the right to modify the extent and location of the Common Area through an exchange of property including a sale, purchase or exchange with the Declarant. Provided, any exchange of property by the Declarant to the Association, and from the Association to the Declarant, shall be subject to the following requirements:

(A) The property conveyed by the Declarant to the Association and the property to be conveyed by the Association to the Declarant shall be subject to MAI appraisal. The appraisal shall determine the value of both properties, as Common Amenities to the Association. The value of the property conveyed by the Declarant to the Association must have higher appraised value than the appraised value of the property conveyed by the Association to the Declarant;

(B) Any property conveyed by the Declarant to the Association shall be free from liens and encumbrances except those contained herein and future taxes, and in good condition and not in need of maintenance and/or repair which would exceed the reserved funds held by the Association and applicable to the property being deeded to the Association.

The Board of Governors is hereby authorized to enter into a contract with the Declarant to sell, convey, or exchange property as described herein without a vote of the members.

5.3 Rules and Regulations. The Association's Board of Governors may adopt from time to time additional rules and regulations governing the use of the Common Areas.

5.4 Membership. Every person or entity who is an Owner of a Lot subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

5.5 Voting. The Association shall have two classes of Membership, Class "A" and Class "B".

(A) Class "A". Class "A" Members shall include all Owners except for the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot for which they hold the interest required for membership under Section 5.4; there shall be only one vote per Lot.

(B) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to disapprove actions of the Board and any Committees, are specified in the relevant sections of this Declaration and the Bylaws. During the Class "B" share period; the Class "B" Member shall have the number of votes equal to all Class "A" Members plus one (1) vote. The Class "B" membership shall cease and be converted to Class "A" Membership upon the earlier of the following:

- i) An initial period commencing on January 1, 2005 and ending December 31, 2010; provided, this initial period shall be automatically extended for successive periods of five (5) years, provided that in each five-year period prior to the automatic extension the Declarant has sold 100 or more lots, including the number of Lots or Dwelling Units designated in connection with a Bulk Sale, to non-affiliated Owners;
- ii) When, in its discretion, the Declarant so determines; or

- iii) One Hundred Eighty (180) Days after the Declarant has sold 90% of all Lots subject to this Declaration.

When a purchaser of an individual Lot or Lots takes title thereto from the Declarant, such Purchaser becomes a Class "A" Member. From and after the happening of any of the above events set out in subsection (i), (ii), or (iii), whichever occurs first, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot it owns.

The condition for automatic five-year (5) extensions of the Class "B" share period provided in (B)"i" shall be conclusively established by the Declarant Recording an Affidavit stating the Declarant has sold 100 or more Lots to Non-Affiliated Owners in the preceding five (5) years. A copy of such recorded Affidavit shall be provided to the Association.

5.6 Exercise of Voting Rights. Except as otherwise specified in this Declaration, Bylaws or as required by law, the vote for each Lot owned by a Class "A" Member shall be exercised by the Owner. In any situation in which there is more than one Owner of a particular Lot, the vote for such Lot shall be exercised for such Co-Owners determined among themselves and they shall advise the Secretary of the Association in writing prior to any meeting. Absent such notice to the Association, the Lot's vote shall be suspended if more than one person seeks to exercise it. No Owner shall have a vote if the Owner is not current or more than 60 days in arrears with respect to all money owed to the Association by that Owner.

5.7 Covenant for Assessments; Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Property, each Owner of any Lot and any purchaser of a Lot, by acceptance of a deed to the Lot, whether or not it shall be so expressed in such deed or other conveyance, shall become a member of the Association and covenants and agree to pay to the Association:

- (A) Annual Assessments or charges for maintenance of the Common Areas, including such reasonable services as the Association may deem necessary;
- (B) Special Assessments as described in Section 5.12;
- (C) Benefited Assessments as described in Section 5.13; and
- (D) Working Capital Assessments as described in Section 5.18.

All Assessments, together with interest from due date of such Assessment at a rate determined by the Association (not to exceed the highest rate allowed by South Carolina law), late charges, costs, including lien fees and administrative costs, and reasonable attorney's fees incurred in collecting assessments shall be a charge and continuing lien upon each Lot against which the Assessment is levied until paid, as more particularly provided in Section 5.14. Each such Assessment, together with interest, late charges, costs including lien fee and administrative costs and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time the Assessment arose. Upon a transfer of title to a Lot, the transferee shall be jointly and severally liable to the Association for any Assessments and other charges due at the time of transfer, except as set forth in Section 5.17.

Assessments shall be paid in such manner and by such dates the Board may establish. Unless the Board otherwise provides, the Assessment for each Lot shall be due and

payable in advance each year on the anniversary of the date the Owner of such Lot first obtained title to the Lot.

The Association shall, upon request by an Owner, furnish to the Owner a certificate in writing signed by an Officer of the Association setting forth whether Assessments for such Owner's Lots have been paid and any delinquent amount. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No owner may exempt himself or herself from liability for Assessments by non-use of the Common Area, abandonment of the Owner's Lot or Dwelling Unit, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or setoffs shall be claimed or allowed for alleged failure of the Association or Board to take some action or perform some function required of it or for inconvenience or discomfort arising from repairs or improvements or other action taken by it.

5.8 Declarant's Obligation for Assessments. During the Class "B" share period, Declarant may annually elect to either pay Assessments on all of its unsold Lots or to pay the "shortage" for each fiscal year. The shortage shall be the difference between:

(A) The amount of all income and revenue of any kind received by the Association, including, but not limited to, Assessments collected from all other Lots, use fees, and income from all other sources; and

(B) The amount of all actual expenditures incurred by the Association during the fiscal year.

Calculation of the shortage shall be performed on a cash basis of accounting. Unless the Declarant otherwise notifies the Board in writing at least 30 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year.

The Association is authorized to enter into contracts for "in kind" contribution, services, materials, or a combination of services and materials with the Declarant or other entities for payment of common expenses provided the common expenses being paid by such contracts are contained in the budget. After termination of the Class "B" share period, the Declarant shall pay Assessments on its unsold Lots in the same manner as any other Owner.

5.9 Bulk Sale of Parcel by Declarant. The Declarant shall designate the maximum number of Lots which can be built upon a Bulk Sale Parcel at the time of sale of property in bulk for development. Such initial designation shall be in writing and a copy of such designation shall be provided to the Purchaser and to the Board of the Association. If no designation is made, the Bulk Sale Parcel shall be assessed at the rate of four (4) Lots per acre. In the event the Purchaser sells all of the Lots within the Bulk Sale Parcel but fails to subdivide the parcel into a number of Lots equal to the maximum initial density assigned to such parcel, the assessments shall be computed based on the actual number of Lots and not the initial designation.

The purchaser of a Bulk Sale Parcel shall pay the Association regular assessments on all unsold Lots from and after the date of closing of the Bulk Sale until the closing of the sale of each Lot in the parcel sold for development. Thereafter, the Owner of each Lot shall pay the Association regular, working capital and special assessments in the normal fashion as provided in this Declaration. Provided, further, the purchaser of a Bulk Sale Parcel shall not be obligated to pay the Association the Working Capital assessments until the earlier of: a) the closing of the

sale of each Lot in the Bulk Sale Parcel sold for development; or b) at the end of three (3) years from the date of closing of the Bulk Sale Parcel, whichever occurs first.

5.10 Computation of Base Assessments. Not less than 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the common expenses estimated to be incurred during the coming year. The budget shall include a reserve fund for capital improvement and maintenance of the Common Area in accordance with the budget but separately prepared as provided in Section 5.18, but shall not include expenses incurred during the Class "B" share period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by a majority of the total Class "A" vote of the Association.

The base Assessment shall be levied equally against all Lots and shall be at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including contributions to reserves. In determining the level of Assessments, the Board, in its sole discretion, may consider other sources of funds available to the Association.

There shall be no obligation to call a meeting of the Members for the purpose of considering the budget except as provided for special meetings in the Bylaws. Notice of Assessments shall be posted in a prominent place within the Property and including in the Association's newsletter, if any. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as the budget shall be determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

5.11 Maximum Annual Assessment During Class "B" Share Period. From and after April 1, 2005, the Maximum Annual Assessment shall be \$1,800.00 per Lot. During the Class "B" share period, the Maximum Annual Assessment may be increased by the Board each year by an amount not in excess of five percent (5%) per year, or the percentage increase in the Consumer Price Index between the first month and last month of the annual assessment period, whichever is lower. In the event the Board does not increase the Maximum Regular Annual Assessment in a given year, or increases it in an amount less than the maximum authorized by this Section, the Board shall be deemed to have reserved the right and shall be authorized in subsequent years to implement that reserved portion of the authorized but unexercised increased authority, provided that any application of the same may only be given prospective application. By way of illustration, if the Board is authorized to increase the Maximum Regular Annual Assessment by 5% per year in years 1 and 2, but chooses not to impose such increases, it could increase the Maximum Regular Annual Assessment in year 3 by a total of fifteen percent (15%), provided the 5% figure is lower than the CPI.

5.12 Special Assessments. In addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessments shall become effective unless:

- (A) Disapproved by a vote of a majority of the total votes allocated to Lots which will be subject to Special Assessments, or
- (B) Disapproved by the Declarant during the Class "B" share period.

There is no obligation to call a meeting for the purpose of considering Special Assessments except upon petition of Owners as provided for in the Bylaws. Notice of Special Assessment shall be provided as set forth in the Bylaws. Special Assessments shall be payable

in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(C) In consideration for the execution of this Declaration certain owners in Litchfield Plantation, the present owners of property in Litchfield Plantation and each of them are exempt from Special Assessments through the year 2020. This exemption is personal to these property owners and their respective spouses and children. No property owner who has this exemption may vote for or against a Special Assessment through the year 2020. These property owners are referred to as "Exempt Owners" and are shown on Exhibit E attached hereto and, by referenced, incorporated herein.

(D) During the Class B share period, there shall be no Special Assessments without the affirmative vote of two-thirds of the non-affiliated owners (excluding the Exempt Owners). Except as to property owned by an Exempt Owner, all Units, sold and unsold, shall pay a proportionate share of any Special Association Assessment during the Class "B" share period, even if the Declarant has elected to fund a deficit in the Association Budget rather than pay assessments on unsold Lots.

5.13 Benefited Assessments. The Board may levy Benefited Assessments against particular Lots for expenses incurred or to be incurred by the Association, as follows:

(A) To cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Lot or occupants thereof upon request of the Owner of the Lot pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners which might include, without limitation, landscape maintenance, caretaker services, etc., which Assessments may be levied in

advance of the provisions of the requested item, item or service as a deposit against charges to be incurred by the Owners; and

(B) To cover costs incurred in bringing the Lot into compliance with the terms of this Declaration, any supplemental declaration, the Bylaws, the Design Guidelines, or Rules of the Association, or costs incurred as a consequence of the conduct or action of the Owner or occupant of the Lot, their licensees, their invitees or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing before levying a Benefited Assessment under this Section (B).

5.14 Lien for Assessments. All Assessments authorized in this Article which become past due shall constitute a Lien against the Lot against which they are levied until paid. The Lien shall also secure payment of interest (subject to the limitations of South Carolina law), late charges, and costs of collection (including attorney's fees, lien fees and administrative costs). Such Lien shall be superior to all other liens, except:

(A) The liens of all taxes, bonds, assessments, and other levies which by law would be superior; and

(B) The lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value.

The Association may enforce such Lien, when any Assessment or other charge is delinquent, by suit, judgment, and foreclosure or by any other remedy allowed to the Association, by law or equity. The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association:

- i) No right to vote shall be exercised on the Lot's behalf;
- ii) No Assessment shall be levied on it; and

- iii) Every other Lot shall be charged, in addition to its usual Assessment, its equal prorata share of the Assessment that would have been charged on said Lot had it not been acquired by the Association.

The Association may sue for unpaid Assessments, fees and costs without foreclosing or waiving the Lien securing the same.

The sale or transfer of any Lot shall not affect the Assessment Lien or relieve such Lot from the Lien for any subsequent Assessments. However, a Mortgagee holding a first mortgage of record or other owner who obtains title pursuant to a foreclosure of a first Mortgage or by acceptance of a deed in lieu of foreclosure shall not be personally liable for Assessments on such Lot which became due prior to such acquisition of title. Provided further, that an Owner who obtains title pursuant to foreclosure or a deed in lieu of foreclosure shall be liable for Assessments on such Lot which become due after such acquisition of title.

5.15 Failure to Assess. Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Assessments on the same basis for the last year for which an Assessment was made, if any, until a new Assessment is made, at which time the Association may retroactively assess any shortfalls in collections.

5.16 Exempt Property: The following property shall be exempt from payment of Assessments and Special Assessments:

- (A) All Common Areas;

(B) All Property dedicated to and accepted by any governmental authority or public utility; and

(C) All Common Elements within a condominium regime used for the common use and enjoyment of the owner of those condominiums.

5.17 Budget Process: The Association shall have an annual budget. The Association Budget shall be prepared by the Board or, if the Association has employed a Manager, by the Manager. In either event, the Budget shall be approved by the Board of the Association and submitted to the Members of the Association for final approval. The budget shall be deemed approved unless a majority of the Members affirmatively vote to disapprove the budget.

The Association Budget shall contain a line item for a reserve for maintenance of the Common Areas and other line items normally contained in a budget for a homeowners' association. The Board shall provide each Member not less often than quarterly, and on an annual basis, a year-to-date schedule of revenue and a comparison of budgeted and actual expenses of the Association.

(A) Audits and Audit Reports. The books of the Association shall be audited annually by an independent auditor at the expense of the Association. The Audit Report shall be made available to each Member of the Association during reasonable business hours at a location within the Plantation.

(B) Bank Accounts and Use of Funds. All revenues of the Association shall be deposited into accounts maintained in the name of the Association at a bank or savings and loan which has a location in South Carolina. Revenues of the Association may be expended to pay costs and expenses of only the Association.

5.18. Reserve Budget and Capital Contribution. The Board shall prepare, on an annual basis, reserve budgets which take into account the number and nature of replacement assets, the expected life of each asset, and the expected repair or replacement cost of each asset. Such Reserve Budgets may also anticipate making additional capital improvements and purchasing additional capital assets. The Board shall include in the Budget reserve contributions in amounts sufficient to meet these projected needs, if any.

The Board may adopt resolutions regarding the expenditure of reserve funds, including policies designating the nature of assets for which reserve funds may be expended. So long as the Declarant owns any portion of the Property or has the right to annex Property pursuant to Section 8.6, neither the Association nor the Board shall adopt, modify, limit or expand such policies without the Declarant's prior written consent.

Each Lot Owner purchasing from the Declarant, or a Lot Owner purchasing a Lot from a Bulk Sale, shall pay the Association a working capital contribution equal to 12 months of base assessments for each Lot sold after this Declaration is recorded. Each such working capital contribution shall be paid to the Association at the time of closing. One-third (1/3) of each Working Capital Assessment shall be deposited in the Association's Reserve Account, the remaining two-thirds (2/3) shall be deposited in the Association's General Account. Working Capital Assessments are not to be considered advance payment of annual assessments or special assessments.

5.19 Density. The Maximum Density in Phase I has described on Exhibit "A" shall be 368 Dwelling Units. The Maximum Density in Phase II as shown on Exhibit "B" shall be 222 Dwelling Units, regardless of whether the property in Phase II is made subject to these restrictions.

ARTICLE 6

Easements of Use

6.1 Owner's Easements of Use of Roads and Common Area. This Amendment to the 1971 Declaration confirms the easement of each and every Owner (both lots and condominiums) and their respective guests and invitees to use without charge the roads within Litchfield Plantation wherever they may exist at any time for access, ingress and egress to and from their respective lot and/or condominium, the common area, and travel within the Plantation; provided, however, that this easement is specifically subject to the right of the Declarant set out herein to relocate any road or roads within the Plantation and the easement shall automatically cease to exist over the land on which any relocated road or roads were located and shall automatically attach to the relocated road or roads at its or their new location within the Plantation. This Amendment to the 1971 Declaration also confirms the easement of each and every Owner (both lots and condominiums) and their respective guests and invitees, to pass over and enjoy the Common Area designated in Exhibit "B" attached hereto, and incorporated herein by reference, provided, however, that the Declarant, its successors and assigns shall retain the right to establish reasonable fees, and establish rules and regulations for the use and enjoyment of all such spaces. Pursuant to its overall program of wildlife conservation and nature study, the right of the reserved to the Declarant and/or the Association to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, ducks and other wildlife, to make access trails, a walking path through said Common Area for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the Common Areas designating points of particular interest and attraction, and to take other such steps as a reasonable, necessary and proper to further the aims and purposes of the Common Areas is

37

Amended and Restated Declaration of Protective Covenants, Conditions
and Restrictions for Litchfield Plantation and Waiver of Right of First Refusal

hereby confirmed. The Declarant and/or the Association shall have the right to protect the Common Areas through plantings of trees, shrubs, or to the extent deemed desirable, mechanical means such as sea walls, bulk-heading, drainage ways, canals, dikes, or lakes. The Declarant and the Association reserve the right to erect and maintain or to grant easements to erect and maintain utilities in or on the Common Areas, including the right to cut any trees, bushes or shrubbery, make any gradings of soil, build buildings or take similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Declarant further expressly reserves to itself, its successors and assigns, the right to construct, lease, operate and manage any club or other facilities on the Common Areas for the mutual enjoyment of the Owners and other members and to establish reasonable fees for the use thereof.

6.2 Easements for Utilities, Etc. This Amendment to the 1971 Declaration confirms the Declarant's Easement for the purpose of access and maintenance upon, across, over and under all of the Property owned by the Declarant and the Common Areas to the extent reasonably necessary to install, replace, repair, and maintain cable television systems, master television antennae systems, security and similar systems, roads, walkways, bicycle pathways, trails, pond, wetlands, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. The Declarant may assign these rights to any local utility supplier, cable company, security company, or other company providing a service or utility to Litchfield Plantation subject to limitations herein.

This easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any Lot or existing Dwelling Unit, and any damage to a Lot or Dwelling Unit resulting from the exercise of this Easement

shall promptly be repaired by, and at the expense of, the person exercising the Easement. The exercise of this Easement shall not unreasonably interfere with the use of any Lot or Dwelling Unit, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

6.3 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, and licensees an Easement over the Common Area for the purpose of enjoyment, use, access and development of the Property including any additional property added pursuant to Section 8.6 hereof or any contiguous property owned by the Declarant, whether or not such property is made subject to this Declaration. This Easement includes, but is not limited to, a right of ingress and egress over the Common Area for the construction of roads and for connecting and installing utilities on such property. The Declarant further agrees that if the Easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into an agreement with the Association to share the cost of maintenance of any access roadway serving such property, such agreement to provide for a sharing of the cost of maintenance of any access roadway serving such property on a reasonable projection of prorata use.

6.4 Easements for Cross Drainage. Every Lot and the Common Area shall be burdened with Easements for natural drainage for water runoff from other portions of the Property; provided, no person shall alter the natural drainage on any Lot to materially increase or impede the drainage of water on adjacent portions of the Property without the consent of the Owner of the affected property and the Board.

6.5 Right of Entry. The Association shall have the right, but not the obligation, to enter all portions of the Property, including each Lot or Dwelling Unit, for emergency, safety, and security reasons. Such right may be exercised by the authorized agents of the Association, its Board, officers or committees, and by all police officers, firefighters, ambulance personnel, and other similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot or Dwelling Unit shall be only during reasonable hours and after notice to and permission from the Owner thereof. This Easement includes the right to enter any Lot to cure any condition which increases the risk of fire or other hazard if an Owner fails or refuses to cure a condition within a reasonable time after a request by the Board, but does not authorize entry into any Dwelling Unit without permission of the Owner, except by emergency personnel acting in their official capacities.

6.6 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual Easement is hereby granted to the Association, to enter all portions of the Property, including each Lot to:

- (A) Perform its maintenance responsibilities under Article 5;
- (B) Make inspections to ensure compliance with this Declaration, amendment hereof, any supplemental declaration, Bylaws, and rules. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This Easement shall be exercised with a minimum of interference to the quiet enjoyment of Owner's property, and any damage shall be repaired by the Association at its expense;
- (C) The Association may also enter a Lot to abate or remove, using such measures as maybe reasonably necessary, any structure, thing, or condition which

violates the Declaration, any supplemental declaration, the Bylaws, the Design Guidelines or the rules. All costs incurred, including reasonable attorney's fees, shall be assessed against the violator as a Benefited Assessment; and

(D) The Property is hereby burdened with a non-exclusive Easement in favor of the Association for overspray of water from any irrigation system serving the Common Area. The Association shall not be held liable for damage or injury resulting from such overspray or the exercise of this Easement.

6.7 The Declarant, for itself and its successors and assigns, hereby transfers, sets over and assigns to the Association, its successors and assigns, all of the rights, licenses and easements granted to or reserved by the Declarant by or in Article 5, Section 1 of the 1971 Declaration as amended, necessary for the Association to do all of the things and acts and exercise all of the powers set out in Section 6.5 and Section 6.6 of this Article 6.

6.8 Easements for Lake and Pond Maintenance and Flood Water. Declarant reserves for itself, the Association, and their successors, assigns and designees, the non-exclusive right and Easement, but not the obligation, to enter upon any lakes, ponds, rivers, streams and wetlands located within the Common Area to:

(A) Construct, maintain, and repair pumps in order to provide water for the irrigation of any of the Common Area;

(B) Construct, maintain, and repair any bulkhead, rice field gate(s), dikes, wall, dam or other structure retaining water; and

(C) Remove trash and other debris therefrom and fulfill its maintenance responsibilities as provided in this Declaration. Declarant, the Association, their successors, assigns and designees shall have an access Easement over and across any of

the Property abutting or containing any portion of any of the lakes, ponds, rivers, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

6.9 There is further reserved herein for the benefit of Declarant, the Association, and their successors, assigns, and designees, a perpetual, non-exclusive right and Easement of access and encroachment over the Common Area adjacent to lakebeds, ponds, rivers, streams and wetlands within the Property, in order to:

(A) Temporarily flood and backwater a pond and maintain water over such portion of the Property;

(B) Fill, drain, dredge, deepen, clean, fertilize, and generally maintain the lakes, ponds, rivers, streams, and wetlands within the Common Areas subject to approval of all appropriate regulatory bodies;

(C) Maintain and landscape the slopes and banks pertaining to such lakes, ponds, river, streams, and wetlands; and

(D) All persons entitled to exercise these Easements shall use reasonable care in, and repair any damage resulting from the perpetual exercise of, such Easements. Nothing herein shall be construed to make Declarant, the Association or any other person liable for damage resulting from flooding due to heavy rainfall, hurricanes, natural occurrences, or other acts of God.

ARTICLE 7

General and Procedural Provisions

7.1 **Term.** This Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association, the Declarant, or any Owner, their respective legal representatives, heirs, successors, and assigns, for a Term of twenty (20) years

42

Amended and Restated Declaration of Protective Covenants, Conditions
and Restrictions for Litchfield Plantation and Waiver of Right of First Refusal

from the date this Declaration is recorded. After such time, this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by two-thirds (2/3) of the then Owners and the Declarant during the Class "B" share period, has been recorded within the year preceding each extension, agreeing to amend, and in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein. Any such amendment or termination shall not be effective until recorded.

7.2 Amendment.

(A) By Declarant. Until termination of the Class "B" share period, Declarant shall unilaterally amend this Declaration if such Amendment is:

- i. necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; or
- ii. necessary to enable any reputable title insurance company to issue title insurance coverage on the Lot; or
- iii. required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make a purchase mortgage loan on the Lots; or

- iv. necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Lot; or
- v. otherwise necessary to satisfy the requirements of any governmental agency for approval of this Declaration.

However any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing.

Other than as set forth in this paragraph (A), during the Class "B" share period the Declarant shall not amend this Declaration without the affirmative vote of 2/3's of the non-affiliated Owners. Following the end of the Class "B" share period, this Declaration may be amended as provided in paragraph (B) below.

(B) By Owners. Except as otherwise specifically provided in this Declaration, this Declaration may be amended only by an affirmative vote or written consent, or combination thereof, of Owners of two thirds (2/3) of the total Class "A" votes of the Association, and the consent of the Declarant, so long as the Declarant owns any portion of the Property or has the right to annex the Property pursuant to Section 8.6. Provided, however, that Sections 3.9, 4.2, 5.2, 5.9, 5.10, 5.12, 5.17, 5.18, 5.19, and 6.1 cannot be amended at any time without the affirmative vote of two-thirds of the non-affiliated owners (including the Exempt Owners).

(C) Validity, Applicability and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation unless a later Effective Date is specified therein, provided the recorded amendment shall contain or have attached a certificate signed by a majority of the Board that the amendment has been duly adopted

pursuant to this Declaration. Any procedural challenge to an Amendment must be made within six (6) months of its recordation or such Amendment shall be conclusively presumed to be validly adopted and any right to challenge the procedure for Amendment shall be deemed waived. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

All property and each Lot shall be subject to a duly approved amendment, whether or not the Owner or Mortgagee of that property or Lot voted on or voted for the amendment.

If an Owner consents to any Amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third-party will affect the validity of such Amendment.

No Amendment may revoke, remove, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege as long as the Declarant owns any portion of the Property or has the right to annex Property pursuant to Section 8.6.

7.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, by judgment or court order shall in no way affect the remaining provisions of this Declaration.

7.4 Perpetuities. If any of the Covenants, Conditions, Restrictions, or other provisions of this Declaration shall be ruled unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue for only twenty-one (21) years after the

death of the last survivor of the descendants of Elizabeth II, Queen of England, who were alive as of January 1, 2005.

7.5 Use of the Words "Litchfield Plantation". No person shall use the words "Litchfield Plantation" or any derivative, or any other term which Declarant may select as the name of this development or any component thereof, in any promotional material without the Declarant's prior written consent. Provided, the Association shall be entitled to use the words "Litchfield Plantation" in its printed matter and name.

7.6 Compliance. Every Owner and occupant of any Lot shall comply with this Declaration, the Bylaws and rules of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, by the Association, or in a proper case, by any aggrieved Owner(s) or the Declarant.

7.7 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such anticipated transfer of title, and such other information as the Board may reasonably require. The Association may require a payment of a reasonable administration or registration fee by the transferee.

7.8 Attorney's Fees. In the event of an action instituted to enforce any of the provisions contained in the Declaration, the Articles of Incorporation, the Bylaws or Rules of the Association, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney's fees and costs, including administrative and lien fees, of such suit. In the event the Association is the prevailing party in such action, the

amount of such attorney's fees and costs shall be a Benefited Assessment with regard to the Lot(s) involved in the action.

7.9 Re-plating of Lot. No Lot shall be subdivided by an Owner, or its boundary lines changed, except as herein provided. However, the Declarant expressly reserves to itself, its successors and assigns, the right to re-plate any one or more of the Lots owned by the Declarant.

7.10 Time is of the Essence. It is agreed that time is of the essence with regard to any of these restrictions, covenants, limitations and conditions.

ARTICLE 8

Declarant's Rights

8.1 Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the Bylaws. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded at the RMC or Clerk of Court's Office of Georgetown County, South Carolina. Such a transfer of Declarant's rights must expressly state and provide for such a transfer, and no transfer of Declarant's rights shall be implied by virtue of acquiring title to a Lot or property, including any Bulk Sales, from the Developer through deed, foreclosure sale, or any method of conveyance.

Every member of the Association, and any other person acquiring any interest in a Lot, including any mortgagee, agrees not to protest or object to an application for a zoning change or variance which seeks to make any non-conforming use (as of January 31, 2005) legal under current or future zoning laws, provided such zoning change or variance application

concerns property located within Phases I or II of Litchfield Plantation, the Common Area described in Exhibit "B", or the Private Amenities.

The Declarant and its employees, agents and designees shall have the right and easement over and upon all of the Common Area for the purpose of making, constructing, installing, modifying, expanding, replacing and removing such improvements from the Common Area as it deems appropriate in its sole discretion.

So long as the Declarant owns any Lots or Common Area within the Property, the Declarant and its designees may maintain and carry on upon the Common Area and any Property owned by the Declarant such facilities and activities as, in the sole opinion of the Declarant, may be reasonably convenient or incidental to the construction or sale of Lots or conducting business upon the Common Area, including, but not limited to, business offices, signs, model units, sales offices, and storage of building materials. The Declarant and its designee shall have easements for access to and use of such facilities. The Declarants or any designees' rights to use the Common Area for purposes stated in this paragraph shall not be exclusive unless pursuant to a lease agreement or other agreement between the Association and the Declarant.

During the Class "B" phase period, the Declarant may designate additional property within Phase I and/or Phase II of Litchfield Plantation as Common Area.

The Declarant may conduct any business or trade on the Property, by way of illustration and not limitation, a restaurant, bar, hotel, country inn, marina, meeting facilities for weddings and other functions, which shall be Private Amenities.

8.2 So long as the Declarant owns any portion of the property or any common area or has right to annex property pursuant to Article 8.6, the Association, without the prior written approval of the Declarant, may not adopt any policy, rule or procedure that:

48

Amended and Restated Declaration of Protective Covenants, Conditions
and Restrictions for Litchfield Plantation and Waiver of Right of First Refusal

(A) Limits the access of the Declarant, its successors and assigns and/or affiliates or their personnel or guests, including visitors, to the Common Areas of the Association or to any Property owned by any of them;

(B) Limits or prevents the Declarant, its successor, assigns and/or affiliates or their personnel from advertising, marketing or using the Common Area or any Property owned by them;

(C) Limits or prevents purchasers of residential housing owned by the Declarant, its affiliates, successors or assigns from becoming Members of the Association or enjoying the full use of the Common Areas, subject to the Membership provisions of this Declaration and the Bylaws;

(D) Unfairly discriminates against or singles out any group of Association Members or prospective members or the Declarant [this provision shall expressly prohibit the establishment of a fee structure, i.e., assessments, special assessments or other mandatory fees or charges that discriminates or singles out any group of Association Members or the Declarant, but shall not prohibit the establishment of benefited assessments];

(E) Impacts the ability of the Declarant, its successors, assigns and/or affiliates to carryout to completion its development plan and related construction activities for Litchfield Plantation; or

(F) Impacts the ability of the Declarant, its successor, assigns and/or affiliates to develop and conduct its business upon the Property in a customary and reasonable manner.

8.3 The Association shall not exercise its authority over the Common Areas (including, but not limited to, any gated entrances or other means of access to the Property or the Common Area), to interfere with the rights of the Declarant set forth in this Declaration, or to impede any access to any portion of the Property.

8.4 During the Class "B" share period no Person shall record any Declaration of Covenants, Conditions and Restriction or Declaration of Condominium or similar instrument affecting any portion or all of the property without the Declarant's review and written consent. Any attempt at recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant or by a Court of competent jurisdiction.

8.5 This Article shall not be amended without the prior written consent of the Declarant so long as the Declarant owns any portion of the Property or Common Area or has the right to annex Property pursuant to Section 8.6.

8.6 During the Class "B" share period, the Declarant may unilaterally and without the consent of the Association or Non-affiliated Owners, make all or portions of Property described as Phase II, Litchfield Plantation, as described in attached Exhibit "C", subject to the provisions of this Declaration.. Declarant may transfer or assign this right to annex Property, provided that such transfer is memorialized in a written, recorded instrument executed by the Declarant. Nothing in this Declaration shall be construed to require the Declarant or any successor or assign or annex or develop any of the Property described as Phase II in Exhibit "C" in any manner whatsoever. Such annexation shall be accomplished by filing a Supplemental Declaration describing the Property to be annexed and specifically subjecting it to the terms of this Declaration. Such Supplemental Declaration shall require the consent of the Owner of the

property to be annexed. Any such annexation shall be effective upon the recording of such Supplemental Declaration unless otherwise provided herein. Such Supplementary Declaration may contain such complementary additions and/or modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the added Properties and as are not inconsistent with this Declaration.

ARTICLE 9

Waiver of Rights

Litchfield Plantation Company, Inc. and Resources Planning Corporation and their respective successors and assigns hereby waive, release and relinquish all rights of first refusal and/or options to purchase property reserved to them or either of them in the 1971 Declaration, the 1988 Modification and/or the respective Master Deeds for Litchfield Plantation Horizontal Property Regimes I and II.

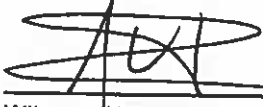
IN WITNESS WHEREOF, the Company, RPC, the Association and the Owners of Record of all other property within Litchfield Plantation, subject to the 1971 Declaration, as amended, and subject to the payment of charges created by the Declaration, have caused this Declaration to be signed and sealed and the By-Laws attached hereto as Exhibit F adopted effective as of the day and year above first written.

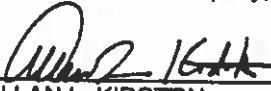
(Exhibits and Signature Pages to Follow)

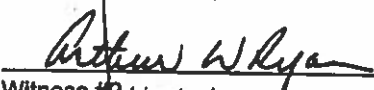
In witness whereof I/we have set my/our hand(s) and seal(s) to the foregoing Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation this 28th day of March, 2005.

Signed and sealed in the presence of:

Litchfield Plantation Company, Inc.


Witness #1 (signature)

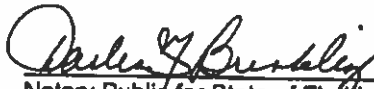
By:  (seal)
ALLAN L. KIDSTON
Its: President


Witness #2 (signature)

State of Florida

County of Palm Beach

I Darlene M. Brinkley notary public do hereby certify that Allan L. Kidston, President, of Litchfield Plantation Company, Inc., personally appeared before me this day and acknowledged the execution of the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation. Witness my hand and official seal this 28th day of March 2005.


Notary Public for State of Florida
My Commission Expires 08-15-05

(Notarial Seal)



In witness whereof I/we have set my/our hand(s) and seal(s) to the foregoing Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation this 28th day of March, 2005.

Signed and sealed in the presence of:

Litchfield Plantation Association, Inc.

[Signature]
Witness #1 (signature)

By: [Signature] (seal)
ALLAN L. KIDSTON
Its: President

[Signature]
Witness #2 (signature)

State of Florida

County of Palm Beach

I Darlene M. Brinkley notary public do hereby certify that Allan L. Kidston, President, of Litchfield Plantation Association, Inc., personally appeared before me this day and acknowledged the execution of the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation. Witness my hand and official seal this 28th day of March 2005.

[Signature]
Notary Public for State of Florida
My Commission Expires 08-15-05

(Notarial Seal)



In witness whereof I/we have set my/our hand(s) and seal(s) to the foregoing Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation this 28th day of March, 2005.

Signed and sealed in the presence of:

Resources Planning Corporation

[Signature]
Witness #1 (signature)

By: [Signature] (seal)
ALLAN L. KIDSTON
Its: President

[Signature]
Witness #2 (signature)

State of Florida

County of Palm Beach

I Darlene M. Brinkley notary public do hereby certify that Allan L. Kidston, President, of Resources Planning Corporation, personally appeared before me this day and acknowledged the execution of the Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Waiver of Right of First Refusal for Litchfield Plantation. Witness my hand and official seal this 28th day of March 2005.

[Signature]
Notary Public for State of Florida
My Commission Expires 08-15-05

(Notarial Seal)



In witness whereof I/we have set my/our hand(s) and seal(s) to the foregoing Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation this 16 day of March, 2005.

Signed and sealed in
the presence of:

Doris N. Beal (seal)
Doris N. Beal

Ryan M. Eason
Witness #1 (signature)

Robert Bessell
Witness #2 (signature)

Property Reference:
Deed Book 1057 at Page 302
TMS# 04-0184A-008.05.00

State of South Carolina
County of Georgetown

I Lou Sanders Foster notary public do hereby certify that Doris N. Beal
(Print name of Notary Public)
personally appeared before me this day and acknowledged the execution of the
Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for
Litchfield Plantation. Witness my hand and official seal this 16 day of March,
2005.

Lou Sanders Foster
Notary Public for South Carolina

My Commission Expires the 28 day of March, 2011.



EXHIBIT "A"

To

Amendment to the Declaration of
Protective Covenants, Conditions and Restrictions

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina, contained within the Bold Phase One limit line as shown on that certain "Map of Litchfield Plantation" dated February 23, 2005, prepared by Powers and Associates Surveyors, Inc., and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book (SL) 543 at Page 1, which said plat is incorporated herein by reference.

EXHIBIT "B"

To

**Amendment to the Declaration of
Protective Covenants, Conditions and Restrictions**

Common Area

The common area referred to in Article 1, Section 1.2, shall consist of the following described property and the improvements thereon including, but not limited to, the Beach House, the Plantation House, the swimming pool, the Pool House, the main rice field, the administration building, the Gatehouse, any other improvements which may hereafter be constructed thereon, and any additional property designated in the future as common area.

Parcel A

That beachfront property located at Pawley's Island, South Carolina, more specifically described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the County of Georgetown, State of South Carolina, and being more fully shown as Lot Five (5) of Block One (1) on "Plat of Lot 5, Block One, Henry Norris Subdivision on Pawley's Island, the property of Litchfield Plantation Incorporated dated May 15, 1973 prepared by Legare' Hamilton, C.E., and recorded in the RMC Office for Georgetown County, South Carolina, in Plat Book Y at Page 62, which Plat is, by reference, incorporated herein.

Parcel B

All that certain piece, parcel and tract of land situate, lying and being in Georgetown County, South Carolina, and more particular shown and delineated on a plat dated February 23, 2005, prepared for Litchfield Plantation Company, Inc. and Resources Planning Corporation, by Powers and Associates Surveyors, Inc. and recorded in the RMC Office for Georgetown County, South Carolina, on May 3, 2005, in Plat Book (SL) 543 at Page 2, which Plat is, by reference, incorporated herein.

NOTE: The Common Area referred to in Article I, Section 1.2, does not include the property known as the Stable Property described in the 1971 Restrictions. It is the intent of the parties hereto to exclude the Stable Property from the Common Plantation Elements and the Common Areas and to extinguish any right of use related to the Stable Property conferred by the 1971 Restrictions.

EXHIBIT "C"

To

Amendment to the Declaration of
Protective Covenants, Conditions and Restrictions

All those certain pieces, parcels or lots of land situate, lying and being in the County of Georgetown, State of South Carolina, shown on that certain "Map of Litchfield Plantation" dated February 23, 2005, prepared by Powers and Associates Surveyors, Inc. and recorded in the Office of the Clerk of Court for Georgetown County in Plat Book (SL) 543 at Page 3, which said plat is incorporated herein by reference.

EXHIBIT D

ALL THOSE CERTAIN LOTS, pieces or parcels of land, situate, lying and being in Georgetown County, South Carolina known and designated as:

<u>Block</u>	<u>Lots</u>
A	1 through 6
C	6 through 10
D	3 through 10
E	1 through 4
F	1 through 6

All as shown and designated on that certain plat entitled, "Map of Litchfield Plantation Showing the Subdivision of Phase I", Georgetown County, South Carolina dated March 4, 1971 by Legare Hamilton and duly recorded in the RMC Office for Georgetown County in Plat Book W at Pages 8 and 9. Said lots having such size, shape, dimensions, buttings and boundings as referenced to the aforesaid plat or more fully and at large appear.

ALSO

ALL THAT CERTAIN LOT, piece or parcel of land, situate, lying and being in Georgetown County, South Carolina designated as "Cemetery Reserved U.U.D." containing approximately 1.383 acres as shown on that certain plat entitled, "Map of Litchfield Plantation Showing the Subdivision of Phase I", Georgetown County, South Carolina dated March 4, 1971 by Legare Hamilton and duly recorded in the RMC Office for Georgetown County in Plat Book W at Pages 8 and 9. Said lot having such size, shape, dimensions, buttings and boundings as referenced to the aforesaid plat or more fully and at large appear.

ALSO

ALL THOSE CERTAIN LOTS, pieces or parcels of land, situate, lying and being in Georgetown County, South Carolina known and designated as Lots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P and Q as shown and designated on that certain plat entitled, "Plat of a Division of Lots 1 through 7, Block B, and Lots 1 through 5, Block C, in Litchfield Plantation, prepared for Litchfield Plantation", dated March 18, 1988 by Wendell C. Powers and duly recorded in the RMC Office for Georgetown County, South Carolina in Slide 7 at Page 2. Said lots having such size, shape, dimensions, buttings and boundings as referenced to the aforesaid plat or more fully and at large appear.

ALSO

ALL THOSE CERTAIN LOTS, pieces or parcels of land, situate, lying and being in Georgetown County, South Carolina known and designated as Lot 6 and Lot 7 as shown and designated on that certain plat entitled, "Plat of Lots 6 & 7, Block E, Litchfield Plantation, being portions of Lot 8 in a triangle area originally East of Lot 5, surveyed for Litchfield Plantation" dated September 6, 1988 by Wendell C. Powers and duly recorded in the RMC Office for Georgetown County, South Carolina in Slide 10 at Page 7A. Said lots and tracts having such size, shape, dimensions, buttings and boundings as referenced to the aforesaid plat or more fully and at large appear.

EXHIBIT E



BEAL, Doris N.	Unit 6, Simons Lane	04-184A-8.05
BUNN, Joseph R., II & Angela	Lot 4, Block E	04-180A-57.00
BURBAGE, Tommy G. & Loretta F.	Lot 1	04-180A-72
BURNS, Samuel D. & Joan B.	Lot 7, Block D	04-180A-048
BURNS, Samuel D.	Unit 5, Simons Lane	04-184A-008.04
BURNS, Samuel D.	Unit 4, Simons Lane	04-184A-008.03
BURNS, Samuel D.	Unit 7, Simons Lane	04-184A-008.06
CHAPMAN, Jeanne M.	Unit 33, Chapel Creek	04-184A-033.04
CHARNLEY, Robert J., Jr & Catherine M.	Lot 3, Block D	04-180A-043
COBLE, Jacqueline R.	Lot 10, Block C	04-180A-23
DAVIES, James A. & Carol F.	Lot 6, Block A	04-180A-006
DAVIS, Cora N., Trustee	Units 2 & 3 Simons Lane	04-184A-008.1
DAVY, Thomas L., Jr. & Jeanita S.	Unit 1, Simons Lane	04-184A-008
ELLIOTT, W. Talley, Jr. Revocable Living Trust	Unit 5, Chapel Creek	04-184A-028.01
FAIREY, William	Unit 17, Chapel Creek	04-184A-028.06



FARR, Ella Ray	Unit 25, Chapel Creek	04-184A-33
FAY, Gregory Lee, Jr.	Lot 6a, Block D	04-0180A-046 (part of)
FORRESTER, Anne C.	Unit 9, Chapel Creek	04-184A-028.03
G & K INVESTMENTS, LLC	Lot A	04-180A-64
GAMBLE, William C.	Unit 11, Chapel Creek	04-184A-028.04
GOLDMAN, Melissa	Lot 5, Block D	04-180A-045
GREGG, Donald & Elizabeth L.	Lot 3, Block E	04-180A-056
HERBERT, James H. & Elizabeth T.	Lot 4, Block A & portion Lot 3, Block A	04-180A-004
JAYROE, William E., Jr. & JOHNSTON, Joseph E.	Lot 6, Block D	04-180A-46.00
JOHNSON, Andrew S. & LANE, David M.	Lot 1, Block F	04-180A-33
JONES, Robert L., Trustee	Lot 1, Block E	04-180A-054
KAJESIS, LLC	Unit 43, Chapel Creek	04-184A-033.09
KIDSTON, Bona Fiske	Unit 8, Simons Lane	04-184A-008.07
KIDSTON, Bona Fiske	Unit 9, Simons Lane	04-184A-008.08

KIRBY, Carol Eller

Unit 27, Chapel Creek

04-184A-33.01

KIRVEN, Elizabeth S.

Lot 6, Block E

04-180A-58.00

KLEMM, Robert D. & Virginia

Lot 6, Block C

04-180A-019

MABRY, Roberta N.

Unit 15, Chapel Creek

04-184A-028.05

MARSHALL, Elizabeth W.

Lot 2, Block F

04-180A-034

MARSHEN II, LLC

Lot F

04-180A-069

McCORMICK, Timothy J & Linda D.

Unit 45, Chapel Creek

04-184A-033.10

McMANNUS, Gregory Dean, Trustee

Lot 9, Block D

04-180A-050.00

MEEHAN, Edward J. & Linda J.

Lot 2, Block E

04-180A-055

MOORE, Winifred C.

Unit 29, Chapel Creek

04-184A-33.02

MUNSON, Frank M, Sr. & Betty S.

Unit 3, Chapel Creek

04-180-A-028

PARROT, Burke & Dawn

Lot 10, Block D

04-180A-49

PARSONS, Louise P.

Chapel Creek, Unit 19

04-184A-28.07

PARSONS, Louise P.

Chapel Creek, Unit 21

04-184A-28.08

PARSONS, Louise P.

Chapel Creek, Unit 23

04-184A-28.09

PARSONS, Louise P.

Chapel Creek, Unit 35

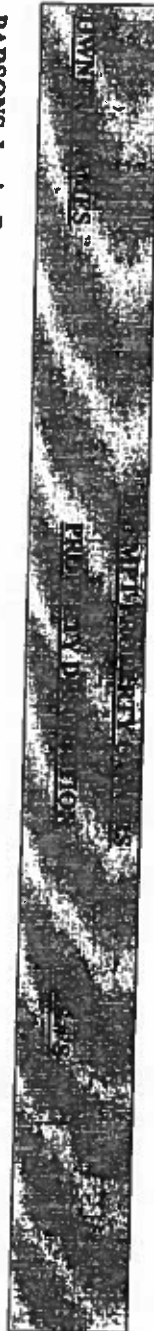
04-184A-33.05

PARSONS, Louise P.

Chapel Creek, Unit 37

04-184A-33.06

EXEMPT PROPERTY OWNERS 4-28-05.doc



PARSONS, Louise P.	Chapel Creek, Unit 39	04-184A-33.07
PARSONS, Louise P.	Chapel Creek, Unit 41	04-184A-33.08
PARSONS, Louise P.	Lot 6, Block F	04-180A-38.00
PARSONS, Louise P.	Lot 13, Block F	04-180A-40.01
PARSONS, Louise P.	Lot 8, Block D	04-180A-51.00
PARSONS, Louise P.	Lot G	04-180A-70.00
PARSONS, Louise P.	Lot H	04-180A-71.00
PHILLIPS, Martin T. & Anne C.	Lot E	04-180A-068
SAPP, David A.	Lot D	04-180A-067
SMITH, Jane Martin	Unit 7, Chapel Creek	04-184A-28.02
TAYLOR, Walter G., Jr. & Susan P.	Unit 31, Chapel Creek	04-184A-033.03
WHITMIRE, John Henry	Lot 4, Block F	04-180A-36.00

5,05 ac + 1/2 ac + 1/2 ac
Litchfield PL

**SUPPLEMENTAL DECLARATION TO THE
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LITCHFIELD PLANTATION**

This Supplemental Declaration to the Declaration of Protective Covenants, Conditions and Restrictions is made this 17th day of December, 2009, by Litchfield Plantation Company, Inc., ("Company"), and joined in by Litchfield Plantation Association, Inc., a corporation not for profit ("Association"), and Resources Planning Corporation ("RPC").

WITNESSETH:

WHEREAS, the Company as Owner of real property filed a Declaration of Restrictive Covenants dated January 26, 1971, and recorded in Georgetown County Deeds Book 98, Page 36 (the "1971 Declaration"); and

WHEREAS, the 1971 Declaration was amended by the Amendment to Declaration of Restrictive Covenants dated December 30, 1988, and recorded in Georgetown County in Deed Book 317, Page 222 ("the 1988 Modification"); and

WHEREAS, the 1971 Declaration provides that the Declaration, as amended by the 1988 Modification, may be changed, modified or extinguished in whole or in part as to all or part of the property through a written agreement duly executed and acknowledged by the Company, its successors or assigns, and by the then Owners of record of more than one-half (1/2) in area of the premises which are subject to the 1971 Declaration and subject to the payment of charges created by the 1971 Declaration; and

WHEREAS, the Company, RPC and the Owners of record of more than one-half (1/2) in area of the premises which are subject to the 1971 Declaration as amended and subject to the payment of charges created by the 1971 Declaration as amended have executed and acknowledged this Amendment to the 1971 Declaration as amended; and

WHEREAS, this Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation amends the 1971 Declaration as amended by the 1988 Modification, but shall not modify the Master Deeds for Horizontal Property Regimes I or II, recorded in Georgetown County in Deed Book 98, Page 220 and in Deed Book 98, Page 166.

WHEREAS, the purpose of the Declaration of Protective Covenants, Conditions and Restrictions For Litchfield Plantation and Waiver of Right of First Refusal executed by Litchfield Plantation Company, Inc. and joined in by Litchfield Plantation Association, Inc., and Resources Planning Corporation, dated March 28, 2005, and filed of record May 3, 2005, in the

Office of the Register of Deeds in the County of Georgetown in Deed Book 1642 at Page 1, et seq., any and all amendments thereto included ("Restated Declaration") was to incorporate into one document all covenants, conditions and restrictions applicable to Litchfield Plantation.

WHEREAS, Litchfield Plantation Company, Inc. is the Declarant under the Restated Declaration, and Declarant desires to subject the real property described on Exhibit "A" attached hereto and expressly incorporated herein by reference (the "Additional Property") to the terms of the Restated Declaration pursuant to the provision of Article 8.6 of the Restated Declaration.

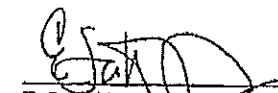
Now therefore, the Declarant hereby amends the Declaration by and through this Supplemental Declaration to add and subject all those certain pieces, parcels and lots of land, and easements, as are more specifically set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property"), to the provisions of the Restated Declaration, and the Additional Property, with the consent of the Declarant as the owner of the Additional Property, shall be subject to the Restated Declaration.


The Declarant initially designates seven (7) Lots as the maximum number of Lots which can be built upon the Property as a Bulk Sale Parcel at the time of the sale in accordance with Section 5.9 of the Restated Declaration.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES TO FOLLOW

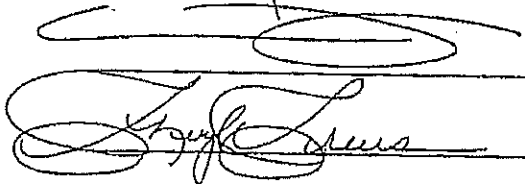
Witness the Hand and Seal of the Declarant, Litchfield Plantation Company,
Inc., this 17th day of December, 2009.

Litchfield Plantation Company, Inc.:

By:  _____ (L.S.)
E. Scott Trotter, its President

Attest:  _____ (L.S.)
Jeffery W. Van Treese, its Secretary

Signed, sealed and delivered in the presence of:



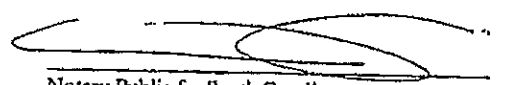
State of South Carolina)

County of Georgetown)

Acknowledgment

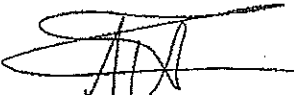
I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do
certify Litchfield Plantation Company, Inc., by and through E. Scott Trotter, its President, and
Jeffery W. Van Treese, its Secretary, this day appeared before me personally and did
acknowledge they and it did sign, seal, attest and deliver the foregoing document of their and its
own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

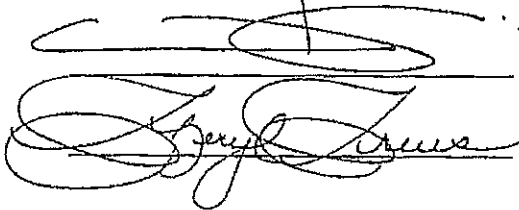

Notary Public for South Carolina
My Commission Expires: 2-7-15
(Seal)

Witness the Hand and Seal of Litchfield Plantation Association, Incorporated,
this 17th day of December, 2009.

Litchfield Plantation Association, Incorporated:

By:  (L.S.)
Jeffery W. Van Treese, its Duly Authorized Member

Signed, sealed and delivered in the presence of:



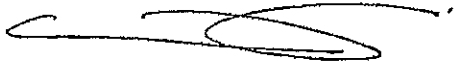
State of South Carolina)

County of Georgetown)

Acknowledgment

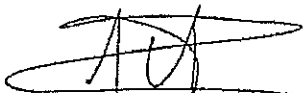
I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Litchfield Plantation Association, Incorporated, by and through Jeffery W. Van Treese, its duly authorized Member of the Board of Governors, this day appeared before me personally and did acknowledge he and it did sign, seal and deliver the foregoing document of his and its own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

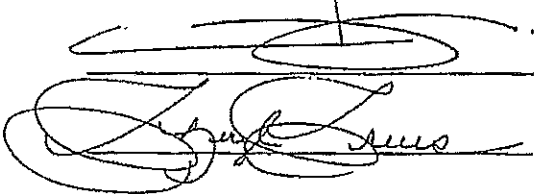
 (L.S.)
Notary Public for South Carolina
My Commission Expires: 2.7.15
(Seal)

Witness the consent and the Hand and Seal of Resources Planning Corporation,
this 17th day of December, 2009.

Resources Planning Corporation:

By:  (L.S.)
Jeffery W. Van Treese, its Vice-President

Signed, sealed and delivered in the presence of:



State of South Carolina)

County of Georgetown)

Acknowledgment

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Resources Planning Corporation, by and through Jeffery W. Van Treese, its Vice-President, this day appeared before me personally and did acknowledge he and it did sign, seal and deliver the foregoing document of his and its own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

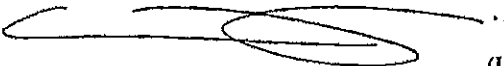
 (L.S.)
Notary Public for South Carolina
My Commission Expires: 2.7.15
(Seal)

Exhibit "A":

All that certain piece, parcel or lot of land lying, being and situate in Tax District Number Four, County of Georgetown, State of South Carolina, shown as "5.05 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive.

The property described above is sometimes hereinafter referred to as "the Property", which butts and bounds as follows:

- a. To the North by property shown as "74 AC. +/-, RICEFIELDS, BLOCK A" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive and 3; and
- b. To the East by property shown as "3.36 AC.", and by property shown as "7.35 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive; and
- c. To the West and South by property shown as "Landing Road" and "C, 1.64 ACRES +/- (ROAD)" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive (Parcel C also being shown as "C 1.64 +/- ACRES" on a plat entitled "PLAT OF THE LITCHFIELD PLANTATION MARINA, THE PARKING ARE THEREFOR, AND THE ACCESS ROAD THRETO, SURVEYED FOR RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated June 1, 2002, revised July 17, 2002, and filed of record August 7, 2002, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 435 at Page 10), and by property shown as "B, 0.11 ACRES (PARKING)" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of

record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive (this property also being shown as "B 0.11 ACRE" on a plat entitled "PLAT OF THE LITCHFIELD PLANTATION MARINA, THE PARKING ARE THEREFOR, AND THE ACCESS ROAD THRETO, SURVEYED FOR RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated June 1, 2002, revised July 17, 2002, and filed of record August 7, 2002, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 435 at Page 10.

TMS No.: Portion of 4-413-1

The property described above is hereinafter referred to as the "Property".

The property described above being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

TMS No.: 4-180A-52

ALSO:

ACCESS EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way fifty feet (50') in width over and across the roadways as they now exist or may hereafter exist leading to and from the Property, and River Road, and between the Property and River Road for the purpose of providing all forms of access from River Road to the Property ("Access Easement"). This Access Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Access Easement shall include but not be limited to an easement of ingress, regress, and regress over all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading

Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Access Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

ALSO:

UTILITY EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way fifty feet (50') in width over and across the roadways as they now exist or may hereafter exist leading to and from the Property, and River Road, and between the Property and River Road for the purpose of providing the underground conveyance of electricity, telephonic messages, gas, sewerage, effluent, water or other public and private conveniences or utilities providing all forms of utility access from River Road to the Property ("Utility Easement"). This Utility Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Utility Easement shall include but not be limited to an easement allowing construction on, upon, over and under all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Utility Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book

85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

ALSO:

DRAINAGE EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way, thirty (30') feet in width, fifteen (15') feet in width as measured from the center line of the location of any and all current and future equipment used for the underground conveyance of drainage and storm water drainage, over and across the roadways as they now exist or may hereafter exist leading to and from the Property and River Road, and between the Property and River Road, as well as a nonexclusive and perpetual appurtenant and transferable easement or right of way for the surface conveyance of drainage and storm water drainage, over and across adjoining property for the purpose of providing the underground and above ground conveyance of drainage and storm water drainage from the Property to lakes, detention basins, marshes and wetlands located on or around Litchfield Plantation ("Drainage Easement"). This Drainage Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Drainage Easement shall include but not be limited to an easement allowing construction on, upon, over and under adjoining property and all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Drainage Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of

Instrument	Book	Page
200900038479	1394	164

Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

Instrument Book Page
200900038479 1394 165

91637 Motion
200900038479
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE
12-18-2009 At 04:37 pm.
ATTENDMENT 16.00
STATE TAX .00
COUNTY TAX .00
Book 1394 Page 155 - 165
Wanda G. Prevatte

ASSIGNMENT OF DECLARANT RIGHTS

This ASSIGNMENT OF DECLARANT RIGHTS (this "Agreement") is made this 17th day of December, 2009, by and between Litchfield Plantation Company, Inc., a South Carolina corporation (the "Declarant"), and C. Clarke McNair and E. Chandler McNair, individuals and residents of the State of South Carolina (the "Owners").

RECITALS

WHEREAS, Owners are the owners of real property more particularly described shown as "5.05 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive, and other easements and property rights as are more particularly described in Exhibit "A" attached hereto and expressly incorporated herein by reference ("Property") and

WHEREAS, Declarant is the Developer under that certain Declaration of Restrictive Covenants dated January 26, 1971, and recorded in the Land Records in Book 98 at Page 36 on May 27, 1971, (the "1971 Covenants"), as amended by that certain Amendment to the Declaration of Restrictive Covenants recorded in the Land Records on December 30, 1988 in Deed Book 317 at Page 227 (the "1988 Amendment"), and further amended by that certain Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation and Waiver of Right of First Refusal recorded May 5, 2005 in Deed Book 1642 at Pages 1 through 134 (the "2005 Restated Restrictive Covenants") (the 1971 Covenants, the 1988 Amendments, and the 2005 Restated Restrictive Covenants are sometimes collectively referred to as the "Restrictive Covenants"); and

WHEREAS, Litchfield Plantation Association, Inc., a South Carolina non-profit corporation, is the owner's association formed pursuant to the Restrictive Covenants (the "Association") and is governed by certain Articles of Incorporation (the "Articles of Incorporation") and Bylaws ("Bylaws") dated on or about April 13, 1971, and as amended from time to time thereafter.

WHEREAS, Owners have purchased the Property and have entered into a Lease with an Option to Purchase in reliance on the terms of this document, and except as otherwise specifically stated herein, capitalized terms used herein without definition shall have the meaning given to such terms in the Restrictive Covenants.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants contained herein, the undersigned parties agree as follows:

- I. Declarant unconditionally and irrevocably grants to Owners, their heirs and assigns, any and all of the Declarant's right as a Declarant, developer, or otherwise reserved to Declarant concerning the Property under the Restrictive Covenants, the Articles of Incorporation or Bylaws of the Association as set forth below (collectively the "Declarant's Rights"), for the purpose of inducing Owners to purchase the Property:
 - a. Any and all rights reserved onto the Declarant pursuant to Article 3 of the Restrictive Covenants, as Amended, as such rights relate to the Property including, without limitation, (i) the right to construct any structure within the Property on any lot or lots even though such lot or lots may be platted and recorded as single-family residential in purpose; (ii) the right on any portion of the Property to be divided and sold as residential lots; and (iii) the right, within the Property, to construct roads, to change and alter roads, to install utilities and drainage facilities, and construct such other facilities and amenities necessary or desirable for implementing this assignment, and to connect all roads and utilities to roads and utilities serving other properties.
 - b. Any and all rights reserved onto the Declarant pursuant to Article 4 of the Restrictive Covenants, as Amended, as such rights relate to the Property including, without limitation, (i) the right to approve and certify plans, building locations, architectural standards, building materials, utilities and other aspects concerning the construction of residences, townhouses or condominiums or any structure on the Property and to build any necessary bridges therein. Provided, however, approved single-family residences shall not be less than twenty-five hundred (2,500) square feet (heated and air conditioned), excluding garage, and patio homes (condominiums or townhomes) shall have at least fifteen hundred (1,500) square feet (heated and air conditioned), and that all single-family homes shall have a minimum side, front and rear yard set-back of ten (10) feet.
 - c. Any and all rights reserved onto the Declarant pursuant to Article 6 of the Restrictive Covenants, as Amended, as such rights relate to the Property including, without limitation, Owner's easement of use of roads and common areas, easement for utilities, easements of cross drainage, easement for maintenance and enforcement, easement for lake and pond water and flood water.
 - d. Any and all rights reserved onto the Declarant pursuant to Article 8, as Amended, as such rights relate to the Property, including without limitation, the right, to erect and maintain a real estate sales office, signs, storage of building materials as they relate to the Property.

- e. Any and all other rights reserved unto the Declarant pursuant to the Article 5, Section 5.9 or otherwise, to designate the minimum and maximum number of lots and Dwelling Units which can be built upon the Property.
 - f. Any and all other rights reserved unto the Declarant pursuant to the Restrictive Covenants, the Articles of Incorporation, or the Bylaws, as Amended, or any related document necessary for Owners, Owners' successors or assigns, or purchaser at foreclosure or grantee under a deed in lieu of foreclosure, to subdivide, improve, access, offer for sale, market and sell Dwelling Units, lots, single-family residences, townhomes or condominiums or any other structures located or to be located on the Property.
- 2. Owners understand and agree the Declarant has retained other rights reserved unto the Declarant pursuant to the terms of the Restrictive Covenants which do not affect the Property.
 - 3. Owners understand and agree Declarant is the sole Class "B" association member pursuant to Article 5, Section 5.5 of the Restrictive Covenants, and further understand and agree that Owners shall be entitled to those numbers of Class "A" votes as determined by Owners under Paragraph 1(e) above.
 - 4. Additional Covenants of Declarant. The Declarant hereby further covenants and agrees with Owners as follows:
 - a. Declarant will not, without the prior written consent of Owners: (a) exercise any of the Declarant's Rights or any other right reserved to Declarant in the Restrictive Covenants or any other related documents in any manner that materially and adversely affects the operation of the Property, (b) take any action or omit any action, the result of which taking or omission would be the loss, abridgement or termination of any such Declarant's Rights, (c) amend or modify, or approve any amendment or modification, of the Restrictive Covenants, Articles of Incorporation, Bylaws, or any other related document in any way affecting the Property more particularly described in Exhibit "A" without the prior written consent of Owners, or (d) exercise any of the Declarant's Rights as the sole Class "B" member of the Association in any manner that would materially and adversely affect any of the assigned Declarant Rights as set forth herein or which would in any way materially and adversely affect the right of Owners, Owners' successors or assigns, or purchaser at foreclosure or grantee under a deed in lieu of foreclosure, to subdivide, improve, access, offer for sale, market and sell Dwelling Units, lots, single-family residences, townhomes or condominiums located or to be located on the Property.
 - b. Declarant shall fully perform all obligations, duties, agreements and conditions to be performed by the Declarant under the terms and provisions of the Restrictive Covenants and under applicable law, and that the Declarant shall provide Owners

with such evidence of such performance as Owners may reasonably request from time to time.

- c. Declarant consents to Owners taking any and all actions necessary to connect any and all utilities necessary to serve the Property and its development, and to connect access to the development of the Property by pavement to the utilities and to the pavement in rights of way adjacent to the Property.
- d. Declarant acknowledges and agrees that Owners are not responsible for any of the obligations or obligations of the Declarant under the Restrictive Covenants, the Articles of Incorporation and Bylaws of the Association, including without limitation, any obligation or liability of any kind to any owner of any condominium or lot or Dwelling Unit within Litchfield Plantation, and Declarant specifically acknowledges and agrees that in executing this Agreement, Owners make no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition, or otherwise, as to the Property, or any portion thereof, whether such be expressed or implied. This Agreement shall not operate to place upon Owners responsibility for the control, care, management, or repair of the common amenities of Litchfield Plantation or require the Owners to carry out any of the terms or conditions imposed upon the Declarant pursuant to the terms of any document or agreement, except as specifically set forth herein. The Declarant further acknowledges and agrees that neither the acceptance of this Agreement by Owners nor the execution of the Lease Agreement with Option to Purchase, or any other agreement or instrument in connection therewith, shall relieve the Declarant from any of its obligations or duties under the Restrictive Covenants, the Articles of Incorporation and Bylaws of the Association or applicable law and that Owners shall have no duty or obligations under the Restrictive Covenants, the Articles of Incorporation or Bylaws of the Association.
- e. Declarant hereby warrants to Owners that as of the date hereof (a) it has not executed any prior conveyance or assignment of any Declarant's Rights or other rights reserved to it in the Restrictive Covenants or the Articles of Incorporation or Bylaws of the Association related to the Property; (b) has not performed any acts nor executed any instruments which might prevent Owners from exercising the terms and provisions of the Lease Agreement with Option to Purchase, this Agreement, or any other document executed and delivered by Declarant to Owners or which would limit Owners in the exercise of his rights thereunder or hereunder; (c) that as of the date hereof, Declarant is the sole owner of the Declarant's Rights as they relate to the Property; and (d) that the Declarant's Rights have been validly created and reserved in accordance with all applicable requirements of South Carolina law.
- f. Owners shall have no liability or obligation whatsoever to pay any association dues or fees or regular assessments or special assessment or working capital

contributions until and unless Declarant, or its successors and assigns, fails to exercise the Option to Purchase contained within the Lease Agreement with Option to Purchase.

- g. The Declarant initially designates seven (7) Lots as the maximum number of Lots which can be built upon the Property as a Bulk Sale Parcel at the time of the sale in accordance with Section 5.9 of the Restated Declaration. Owners, as the Declarant of the Property following the recordation of this document, shall have the full and unfettered right to amend the maximum number of Dwelling Units, lots, single-family residences, townhomes or condominiums or any other structures located or to be located on the Property as a Bulk Sale Parcel. Commencing on the date the Option to Purchase contained within a Lease Agreement and Option to Purchase is either not exercised or terminates, the Declarant for the Property reserves and shall have the right to amend the maximum number of Lots which can be built on the Property as a Bulk Sale Parcel, and following the amendment, the Property shall only be subject to the number of Lots so designated by the Declarant for the Property for all assessments and working capital contributions. The obligation of the Owners, their heirs and assigns, to pay regular and/or special assessments and working capital contributions shall be determined by the number of units so designated by the Declarant of the Property.

5. Miscellaneous.

- a. This Agreement, and the covenants, conditions, warranties, and representations herein contained, shall inure to and bind the successors and assigns of the Declarant and the heirs and assigns of the Owners. Wherever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders. If any obligation or portion of this Agreement is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof. This Agreement is to be construed under the laws of the State of South Carolina. All covenants, conditions, provisions, warranties and other undertakings of Declarant contained in this Agreement, or in the Lease Agreement with Option to Purchase, this Agreement, or any other agreement executed and delivered by Declarant in connection therewith, heretofore, concurrently or hereafter entered into, shall be deemed cumulative to and not in derogation or substitution of any of the terms, covenants, conditions or agreements of Declarant herein contained. The failure or delay of Owners to exercise or enforce any rights, liens, powers or remedies hereunder or under any of the aforesaid agreements shall not operate as a waiver of such liens, rights, powers and remedies, but all such liens, rights, powers and remedies shall continue in full force and effect. All liens, rights, powers and remedies herein provided for are cumulative and none are exclusive. Declarant shall do any and all things necessary, or take any action requested by Owners, to carry out the intent of this Agreement. This Agreement shall bind, and the rights


hereunder shall inure to the benefit of the parties hereto, the successors and assigns of each party and any purchaser under the Option to Purchase.

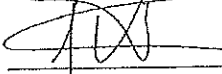
- b. Two or more duplicate originals hereof may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts which, collectively, show execution by each party hereto shall constitute one duplicate original.

In witness whereof, the undersigned have caused this instrument to be executed as of the day and year first above written.

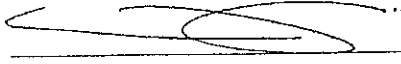
Witness the Hand and Seal of Litchfield Plantation Company, Inc., this
17th day of December, 2009.

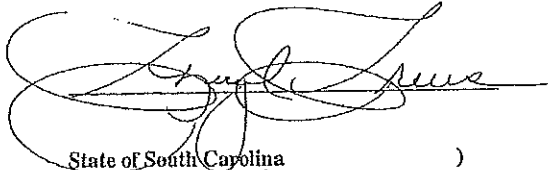
Litchfield Plantation Company, Inc.:

By:  (L.S.)
E. Scott Trotter, its President

Attest:  (L.S.)
Jeffery W. Van Treese, its Secretary

Signed, sealed and delivered in the presence of:





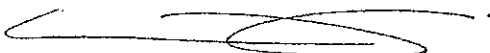
State of South Carolina

County of Georgetown

)
) Acknowledgment
)

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Litchfield Plantation Company, Inc., by and through E. Scott Trotter, its President, and Jeffery W. Van Treese, its Secretary, this day appeared before me personally and did acknowledge they and it did sign, seal, attest and deliver the foregoing document of their and its own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.



Notary Public for South Carolina

My Commission Expires:

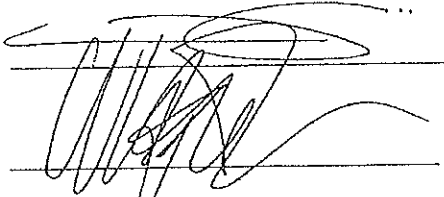
(Seal)

2. 7. 15

Witness the Hand and Seal and acceptance of the undersigned Owner this
17th day of December, 2009.

E. Chandler McNair (L.S.)
E. Chandler McNair

Signed, sealed and delivered in the presence of:



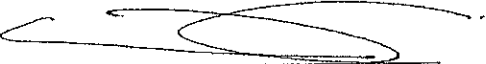
State of South Carolina)

County of Georgetown)

Acknowledgment

I, CHARLES OSEY NATION, II, a Notary Public
in the County and State aforesaid, do certify E. Chandler McNair, this day appeared before me
personally and did acknowledge he did sign, seal, and deliver the foregoing document of his own
free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.



Notary Public for South Carolina

My Commission Expires: 8.7.15
(Seal)

Witness the Hand and Seal of one of the Lessors and Optionors this 17th day
of December, 2009.

C. Clarke McNair (L.S.)
C. Clarke McNair

Signed, sealed and delivered in the presence of:

C. H. G. G.
E. E. R. W. G. G.

State of South Carolina)
County of Richland)

Acknowledgment

I, Brandon Clarke, a Notary Public
in the County and State aforesaid, do certify C. Clarke McNair, this day appeared before me
personally and did acknowledge he did sign, seal, attest and deliver the foregoing document of
his own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

B. A. Clarke
Notary Public for South Carolina
My Commission Expires: July 5th, 2015
(Seal)

RESOURCES PLANNING CORPORATION hereby agrees and consents to the aforesaid Assignment of Declarant's Rights and hereby agrees to be bound by all of the terms, conditions and obligations set forth therein.

Witness the Hand and Seal of Resources Planning Corporation, this 17
day of December, 2009.

Resources Planning Corporation:

By: Jeffery W. Van Treese, its Vice-President (L.S.)

Signed, sealed and delivered in the presence of:

Lyndee Lewis

State of South Carolina)
) Acknowledgment
County of Georgetown)

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Resources Planning Corporation, by and through Jeffery W. Van Treece, its Vice-President, this day appeared before me personally and did acknowledge he and it did sign, seal and deliver the foregoing document of his and its own free will and accord for the purposes therein named and expressed.

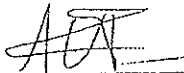
Sworn and subscribed to before me this 17 day of December, 2009.

Notary Public for South Carolina
My Commission Expires: 2.7.15
(Seal)

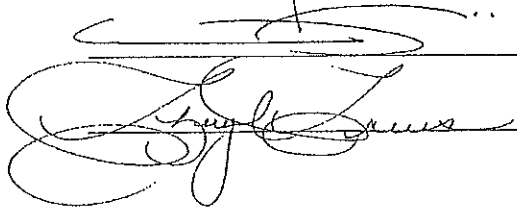
LITCHFIELD PLANTATION ASSOCIATION, INCORPORATED hereby agrees and consents to the aforesaid Assignment of Declarant's Rights and hereby agrees to be bound by all of the terms, conditions and obligations set forth therein.

Witness the Hand and Seal of Litchfield Plantation Association, Incorporated,
this 17th day of December, 2009.

Litchfield Plantation Association, Incorporated:

By:  (L.S.)
Jeffery W. Van Treese, its Duly Authorized Member

Signed, sealed and delivered in the presence of:



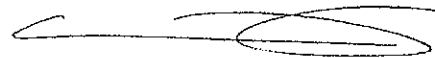
State of South Carolina)

County of Georgetown)

Acknowledgment

I, Charles Owen Nation, II, a Notary Public in the County and State aforesaid, do certify Litchfield Plantation Association, Incorporated, by and through Jeffery W. Van Treese, its duly authorized Member of the Board of Governors, this day appeared before me personally and did acknowledge he and it did sign, seal and deliver the foregoing document of his and its own free will and accord for the purposes therein named and expressed.

Sworn and subscribed to before me this 17th day of December, 2009.

 (L.S.)

Notary Public for South Carolina

My Commission Expires:

(Seal)

2. 7. 13

Exhibit "A":

All that certain piece, parcel or lot of land lying, being and situate in Tax District Number Four, County of Georgetown, State of South Carolina, shown as "5.05 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive.

The property described above is sometimes hereinafter referred to as "the Property", which butts and bounds as follows:

- a. To the North by property shown as "74 AC. +/-, RICEFIELDS, BLOCK A" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive and 3; and
- b. To the East by property shown as "3.36 AC.", and by property shown as "7.35 AC." on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive; and
- c. To the West and South by property shown as "Landing Road" and "C, 1.64 ACRES +/- (ROAD)" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive (Parcel C also being shown as "C, 1.64 +/- ACRES" on a plat entitled "PLAT OF THE LITCHFIELD PLANTATION MARINA, THE PARKING ARE THEREFOR, AND THE ACCESS ROAD THERETO, SURVEYED FOR RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated June 1, 2002, revised July 17, 2002, and filed of record August 7, 2002, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 435 at Page 10), and by property shown as "B, 0.11 ACRES (PARKING)" on a plat entitled "MAP OF LITCHFIELD PLANTATION PREPARED FOR LITCHFIELD PLANTATION COMPANY, INC. AND RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated February 23, 2005, and filed of

record May 3, 2005, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 543 at Pages 1 through 3, inclusive (this property also being shown as "B 0.11 ACRE" on a plat entitled "PLAT OF THE LITCHFIELD PLANTATION MARINA, THE PARKING ARE THEREFOR, AND THE ACCESS ROAD THRETO, SURVEYED FOR RESOURCES PLANNING CORPORATION", prepared by Powers and Associates Surveyors, Inc., dated June 1, 2002, revised July 17, 2002, and filed of record August 7, 2002, in the Office of the Register of Deeds for the County of Georgetown in Plat Slide 435 at Page 10.

TMS No.: Portion of 4-413-1

The property described above is hereinafter referred to as the "Property".

The property described above being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

TMS No.: 4-180A-52

ALSO:

ACCESS EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way fifty feet (50') in width over and across the roadways as they now exist or may hereafter exist leading to and from the Property, and River Road, and between the Property and River Road for the purpose of providing all forms of access from River Road to the Property ("Access Easement"). This Access Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Access Easement shall include but not be limited to an easement of ingress, regress, and regress over all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenuc of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading

Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Access Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

ALSO:

UTILITY EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way fifty feet (50') in width over and across the roadways as they now exist or may hereafter exist leading to and from the Property, and River Road, and between the Property and River Road for the purpose of providing the underground conveyance of electricity, telephonic messages, gas, sewerage, effluent, water or other public and private conveniences or utilities providing all forms of utility access from River Road to the Property ("Utility Easement"). This Utility Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Utility Easement shall include but not be limited to an easement allowing construction on, upon, over and under all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Utility Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book

85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

ALSO:

DRAINAGE EASEMENT

A nonexclusive and perpetual appurtenant and transferable easement or right of way, thirty (30') feet in width, fifteen (15') feet in width as measured from the center line of the location of any and all current and future equipment used for the underground conveyance of drainage and storm water drainage, over and across the roadways as they now exist or may hereafter exist leading to and from the Property and River Road, and between the Property and River Road, as well as a nonexclusive and perpetual appurtenant and transferable easement or right of way for the surface conveyance of drainage and storm water drainage, over and across adjoining property for the purpose of providing the underground and above ground conveyance of drainage and storm water drainage from the Property to lakes, detention basins, marshes and wetlands located on or around Litchfield Plantation ("Drainage Easement"). This Drainage Easement shall be subject to any and all matters of public record, and shall be divisible and appurtenant to and shall run with the Property. This Drainage Easement shall include but not be limited to an easement allowing construction on, upon, over and under adjoining property and all roads shown on a plat entitled "MAP OF LITCHFIELD PLANTATION SHOWING THE SUBDIVISION OF PHASE ONE", prepared by Legare Hamilton, C.E.L.S., dated March 4, 1971, and filed of record in the Office of the Register of Deeds for the County of Georgetown in Plat Book W at Pages 8 and 9, and shall expressly include but not be limited to those roads shown as "Tuckers Road" and "Avenue of Live Oaks" and "All Saints Road" and "Landing Road" and "Spreading Road", and "Chapel Creek Road" on plats filed of record. The Property is to be developed and this Drainage Easement may be subsequently conveyed to each and every Grantee of any portion of the Property as and when it is developed.

The property subject to the aforementioned easement being a portion of the property conveyed by deed from Louise Price Smith to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 243, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record January 10, 1969, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 85 at Page 246, and by deed from Young M. Smith, Jr. to Litchfield Plantation, Incorporated, dated December 6, 1968, and filed of record July 31, 1970, in the in the Office of the Register of Deeds for the County of Georgetown in Deed Book 92 at Page 785, the name of Litchfield Plantation, Inc. being changed to Litchfield Plantation Company, Inc. as reflected by Articles of Amendment to the Articles of Incorporation of Litchfield Plantation, Incorporated, dated September 10, 1970, and filed of record September 14, 1970, in the Office of the Register of

Instrument	Book	Page
200900038486	1394	234

Deeds for the County of Georgetown in Miscellaneous Book 4 at Page 68.

Instrument Book Page
2009003286 1394 233

91637 Nation

2009003286
Filed for Record in
GEORGETOWN SC
WANDA PREVATTE
12-18-2009 at 04:37 PM
ASSIGNMENT 22.00
STATE TAX .00
COUNTY TAX .00
Book 1394 Page 219 - 233
Wanda P. Prevatte

Judy Blankenship

From: Susan Keenan <susan@pawleysabbey.org>
Sent: Wednesday, June 14, 2017 7:02 PM
To: Boyd Johnson; Wesley Bryant; Judy Blankenship; Holly Richardson; ekrauss@gcbdsn.com; lshoulette@sc.rr.com; zachariusgrate@yahoo.com; johnny@johnnyweaver.com; jfhill@sc.rr.com; roberteman@aol.com
Subject: Letter from Bishop Chuck Murphy
Attachments: Letter to Georgetown County Planning Commission June 14 2017.pdf; doc04185620170614101803.pdf

Importance: High

Dear Mr. Johnson and Members of the Georgetown County Planning Commission,

re: Case Number MAJ 12-16-17277

In preparation of your Public Hearing tomorrow, please see the attached documents from Bishop Chuck Murphy, Rector of The Abbey at Pawleys Island located in Litchfield Plantation. If possible, please acknowledge receipt of these documents before the meeting.

Respectfully submitted,

Susan Keenan

Susan Keenan
Clerk of the Vestry
843-325-7757





June 14, 2017

Boyd Johnson
Georgetown County Planning Commission
129 Screven Street
Georgetown, SC 29440

Via Email bjohnson@gtcounty.org
Original to Follow Via Hand Delivery

Re: Marina Village Phases 2 through 4

Dear Mr. Johnson:

I am writing on behalf of the Vestry of The Abbey at Pawleys Island. As I believe you are aware, our church is immediately adjacent to the above referenced planned development. I am writing to voice the concerns of the Vestry and to ask that the same be considered when making your recommendation to County Council.

Mission Pawleys, Inc., the parent entity of The Abbey at Pawleys Island, purchased property within Litchfield Plantation on September 25, 2014. Prior to purchasing this property, our church performed customary due diligence, including title work on our property as well as some of the immediately adjacent properties.

Our due diligence led to the discovery of the Declaration of Protective Covenants, Conditions and Restrictions for Litchfield Plantation which governs the land use in Litchfield Plantation - including the adjacent property now owned by Abbey, LLC and TRK Abbey, LLC property; the maximum density of this property had been determined to be 7 lots. I am attaching the documents which bring the subject property under the governance of the Protective Covenants and sets the maximum density at 7 lots herewith for your review.

As I am sure you are aware, planting a church requires careful planning, and it is important to know what can and can't be done on a neighboring property. Many factors must be considered when selecting a church site, and these factors would include safety of parishioners while arriving, attending and leaving church property, safety of children while on or about the church property for service, bible schools or other youth functions, traffic noise, congestion or other disturbance from adjoining properties during service or other worship times.

After consideration of the above factors, and careful review of the Litchfield Plantation Declaration of Covenants and Restrictions, our property was determined to be a wonderful location for a church plant. The setting and proposed facilities would allow for corporate prayer, but equally important the grounds would allow for quiet times of personal prayer and introspection.

As set forth hereinabove, our decision to purchase our property was not made lightly. Much thought and prayer went into this decision, including review of the public record and other due diligence. Our decision to purchase the property was based upon reliance of the public record, including the plantation wide maximum density of approximately 4 units per acre and the aforesaid low density of the Abbey, LLC and TRK Abbey, LLC properties. These issues were material to our decision to purchase this property, and we were confident our church campus would be a safe and enjoyable facility which would foster the spiritual growth of our congregation and community.

The Abbey at Pawleys Island has spent over Four Million Dollars to purchase our property, renovate the existing structures and build our current sanctuary. Our site plan, including the layout and design of the sanctuary itself, was based upon the guaranteed low density of the neighboring property. This expectation was justified and reasonable under the circumstance as documents setting forth the allowable property use were recorded with the Register of Deeds and part of the public record.

We have received the agenda for tomorrow night's meeting and reviewed the submissions of Mr. Harris. The requested approval far exceeds both the allowable density of 7 lots for the entire property and the allowable density of 4 lots per acre. This development exceeds the permissible use of the property within Litchfield Plantation and should therefore be denied. Allowing this development would be extremely detrimental to our church campus, would diminish the use of our property in furtherance of our mission, and would impose an extreme burden upon the quiet enjoyment of our property.

Our congregation includes individuals from all walks of life and includes realtors, lawyers and land developers. We are all aware of the property rights held by an owner of real property, and in no way are we trying to limit our neighbor's ability to use his property. That said, however, Abbey, LLC and TRK Abbey, LLC purchased a property encumbered by certain restrictions. The proposed development of the property is in conflict with the stated restrictions and far expands their right to use and develop this property.

Based upon the foregoing, we would request the Planning Commission deny Mr. Harris' request for approval. We appreciate your attention to this matter and further appreciate your thoughtful consideration of our concern.

With kind regards, I am

Sincerely,



Rt. Rev. Charles H. Murphy, III
The Abbey at Pawleys Island

Enc.

CC: See Attached
Wesley Bryant, Esquire (Via Email Only wbryant@gtcounty.org)
Judy Blankenship (Via Email Only jblankenship@gtcounty.org)
Holly Richardson (Via Email Only hrichardson@gtcounty.org)
Elizabeth Krauss (Via Email Only ekrauss@gcbdsn.com)
Lee Shoulette – (Via Email Only lshoulette@sc.rr.com)
Zacharius Grate – (Via Email Only zachariusgrate@yahoo.com)
Johnny Weaver – (Via Email Only johnny@johnnyweaver.com)
James Freddie Hill – (Via Email Only jfhill@sc.rr.com)
Robert Davis – (Via Email Only roberteman@aol.com)
Norma Grant – (Via Hand Delivery)

Judy Blankenship

From: Karla Adkins <gradyandkarla@gmail.com>
Sent: Wednesday, June 14, 2017 9:55 PM
To: Judy Blankenship
Subject: Case Number MAJ-12-16-17277 (Litchfield Plantation)

To whom it may concern:

I am not able to make it to the planning commission meeting on Thursday night, but wished to voice my opposition to the planned condominium in Litchfield Plantation. I have lived in this area for the past twenty years, and the whole time I have been here Litchfield Plantation has been recognized as a beautiful locale that has resisted the temptation of overdevelopment. Now that I am married with a child, I look forward to hopefully moving to Litchfield Plantation. You can imagine our excitement when we contemplated buying a lot in Litchfield. Raising a child there is a parents dream come true. However, we have heard about the possibility of townhouses/condominiums being built near The Abbey. This would definitely negatively impact the neighborhood and take away from its charm. Living in Mingo, we have seen first-hand the negative effects that building condominiums can have on a neighborhood. Please do not let this happen to Litchfield Plantation. Thank you for your consideration.

Karla Adkins
38 Catawba Court
Pawleys Island, SC 29585

June 18, 2017

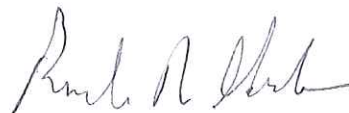
Dear Georgetown County Council members,

This letter pertains to the Litchfield Plantation proposed high density planning application by Abbey LLC. My name is Richard Graber. My wife and I relocated to Pawley's Island November 2015. We built a home and moved to Litchfield Plantation. We love it here. We have been coming to the area for twenty years and stumbled upon Litchfield Plantation during one of those visits. Of course we knew this was where we would live one day after we witnessed a sunset over the Waccamaw River while millions of frogs and thousands of birds burst into song – the golden hour. The place is gorgeous and tranquil and as some of you probably know, saddled with decades' old litigation and issues. We wondered how a place so beautiful could be so burdened. I guess everyone wants their slice of paradise and are willing to fight for it. These developers, Abbey LLC, want their slice of paradise but want to rip away a chunk from everyone else in the process. When we built our home I certainly hope we added value to the community. I expect that anyone building here would have that same courtesy. We live in a community and there must be fair rules and fair players.

The best explanation I've heard of the difference between an environmentalist and a developer is; the environmentalist is the fellow who already built his home on the pristine mountaintop and the developer is the fellow who wants to build next door. I assure you, that is not the case here at all. I am wholeheartedly for development at Litchfield and want the community fully built out responsibly and with due consideration for all parties. That is not how this developer is acting. This developer has stooped so low as to have co-opted the name of the church next door for their own commercial use. That is completely disrespectful and uncouth; as low as it gets. That shows the type of people we're dealing with. If I had the photographic ability and the technological proficiency I would send you a full on-line display of what's here and what the Abbey LLC people intend to do. There would be no question of the horror. Please visit before your meeting and see what they have already built and extrapolate 6 or 7 times the density, not even including their "not included" phase 3 proposals that will request even more. The proposal before you is an abomination, plain and simple.

I beseech you to please take a quick trip here and drive through the community and check out what the developers are asking you to sign off on. Their maps and plots do not accurately depict how close their building are to the church or the marsh wetlands or how out of character they are. It won't take ten minutes and you will understand the aesthetic and logistic issues. The legal situation concerning declarant rights and who gave who "rights" to do "whatever" is beyond my pay-grade; I'll leave that to the lawyers and the courts. What isn't beyond my pay-grade is common sense and the faith in a system where intelligent and fair-minded representatives won't allow a community to be run over by greedy developers hellbent on wringing every last dollar out of a development project to the detriment of every other occupant in the community. This is so bad that parties who have never seen eye to eye about anything have all come together to oppose this plan. At least something positive has come out of this.

Thank you for your consideration. Thank you for your service to the community. All the best, Richard and Chrysa Graber 62 Cabaniss Ln, Pawleys Island, SC 29585 cell; 201 213 8700



Item Number: 15.b
Meeting Date: 7/25/2017
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

St. Frances Animal Center - FY17-18 Contractual Agreement

CURRENT STATUS:

Georgetown County has operated under a service agreement with the St. Frances Animal Center for several years. The agreement outlines the responsibility and authority of the St. Frances Animal Center in providing for the care and disposition of animals transported to the Animal Center by Georgetown County Sheriff Animal Control. The term of the most recent agreement has ended.

POINTS TO CONSIDER:

The proposed agreement has been reviewed by and meets with the approval of the appropriate personnel on behalf of the Georgetown County Sheriff's Office, and County Attorney, Wesley Bryant. The proposed Service Agreement between the County and St. Frances Animal Center is for a term ending June 30, 2018.

FINANCIAL IMPACT:

\$100,000 for a period of one year, paid in quarterly installments

OPTIONS:

1. Approve agreement with Saint Frances Animal Center through for FY ending June 30, 2018.
2. Do not approve agreement with Saint Frances Animal Center.

STAFF RECOMMENDATIONS:

Approve agreement with Saint Frances Animal Center through June 2018.

ATTACHMENTS:

Description	Type
▣ St Frances Animal Center Contractual Agreement	Exhibit

STATE OF SOUTH CAROLINA)
) SERVICE AGREEMENT
COUNTY OF GEORGETOWN)

This service and funding agreement (the "Agreement") is entered into by and between the County of Georgetown, South Carolina (the "County") and Saint Frances Animal Center, a 501(c)3 organization (the "Animal Center") to provide for the care and disposition of dogs and cats transported to the Animal Center by Georgetown County Sheriff Animal Control, hereinafter the "Animals." The County and Animal Center shall collectively be referred to herein as "the Parties."

WITNESSETH

WHEREAS, the County is desirous that the Animal Center provide the services described herein in order to effectively operate the Sheriff's Animal Control division by providing a safe environment for animals transported to the Center pursuant to response calls and concerned citizens; and

WHEREAS, it is the goal of the County to provide residents and visitors with an environment free from roaming animals that may be considered a nuisance or danger to the general public health and welfare; and

WHEREAS, the Animal Center is desirous of promoting its goal of providing a safe environment for abandoned animals within Georgetown County and agrees to provide the services as described herein; and

WHEREAS, it is acknowledged by both parties that this is a mutual agreement among the parties whereby the Center is compensated for services it provides to the County and the County compensates the Center, according to the terms of this agreement, for the animals it transports to the Center and for which the Center continuously cares for said animals.

NOW, THEREFORE, in consideration of the above recitals and the clauses contained herein, the County and Animal Center expressly agree as follows:

1. The Animal Center expressly agrees it shall provide housing and care for all Animals, as defined above, delivered to the Animal Center by the Georgetown County Sheriff Animal Control Division. The Animal Center will be solely responsible for the shelter, board, medical care, and disposition of such animals subject, however, to paragraph 3 hereof. The Animal Center will endeavor to arrange for adoption of Animals which it deems to be candidates for adoption.
2. It is acknowledged by both parties that the County does not respond to all calls about free-roaming cats or kittens. The County does agree to respond to any call where a cat or kitten is identified as being ill, injured, or in peril; or if the cat poses a threat to a person, and will transfer those cats to the Animal Center. The County will refer calls about cats or kittens to the Animal Center as appropriate, with the express notice to the concerned caller that the Animal Center does not provide animal control services, including transport of animals to the Animal Center.
3. Animals that are the specific subject of legal proceedings will be housed and cared for by the Animal Center until such time as all legal matters are finally resolved and the Animals are legally released to the Animal Center. The County cannot guarantee speedy

disposition of such cases, however the County agrees to use its best efforts to expedite all such cases. Animals involved in legal proceedings may or may not be vicious or present some degree of danger to other animals and employees of the Animal Center. The Animal Center expressly recognizes that these animals may or may not be a danger and agrees it has the professional capability to house and handle such animals. Consequently, it may be necessary that the Animal Center keep such Animals individually segregated and, if such is the case, the County and Animal Center agree to negotiate terms for in-kind services, as described in Paragraph 10(b), which may include the construction of a segregated dog run for those animals described in this paragraph. Any such in-kind service shall be agreed upon in a separate document that memorializes the intentions of both parties outside the scope of this Agreement.

4. Animals that have been involved in a bite case, and are subject to quarantine under the South Carolina Department of Health And Environmental Control (DHEC), will not be housed at the Animal Center for the quarantine period. The animal's owner will be responsible for arranging for housing during the quarantine of the animal, and for communicating with DHEC directly. The Animal Center will only quarantine Animals involved in bite cases if the Animal is a stray and no owner can be determined.
5. Animal Center personnel, only upon request of the County Animal Control Division, will assist in the investigation of animal cruelty reports and discoveries within the unincorporated portions of Georgetown County.
6. All Animals legally released to the Animal Center will become the sole responsibility and property of the Animal Center. The Animal Center will be responsible for making all decisions and carrying out the decisions made regarding the care, treatment, and disposition of all Animals delivered to the Animal Center pursuant to this Agreement.
7. The Animal Center will maintain records of all animal admissions and dispositions with respect to all Animals delivered to the Animal Center by the County Animal Control Division, which records shall be maintained for the duration of this Agreement or as otherwise legally required.
8. The Animal Center shall interact with the public utilizing the Animal Center's services in a polite, respectful manner in order to foster positive public relations.
9. The Animal Center shall carry and maintain, in full force and effect, at all times during the term of this Agreement, the following insurance coverage:
 - (a) Comprehensive General Liability in the minimum amount of Three Hundred Thousand Dollars and No/100 (\$300,000) per occurrence for Bodily Injury and Property Damage and Six Hundred Thousand and No/100 (\$600,000) for combination or multiple injury accident. The Animal Center shall maintain and provide proof of the required insurance coverage by furnishing a certificate of insurance to the County of Georgetown upon request.
 - (b) Workers' Compensation and Employer's Liability Insurance that meets the statutory requirements maintained by the State of South Carolina. The Animal Center shall maintain and provide proof of the required insurance coverage by furnishing a certificate of insurance to the County of Georgetown upon request.

- (c) With respect to any animal in which the Animal Center assumes responsibility pursuant to this Agreement, the Animal Center will indemnify and hold harmless the County and their agents and employees from and against all claims, whether it be in tort or contract, damages, losses, and expenses, including attorney's fees, arising out of or resulting from acts or omissions in performance of the work by the Animal Center, and anyone directly or indirectly employed by the Animal Center or anyone for whose acts the Animal Center may be liable.
- (d) The Animal Center warrants that it will perform all the tasks required of them under this Agreement with the same degree of skill and care other reputable members of the animal center profession do in the State of South Carolina. The Animal Center also warrants that it will comply with all Federal and State employment laws and will withhold all wages, commissions, salaries, and fees paid by the Animal Center to third parties, employees, agents, or sub-contractors of the Animal Center, said amounts shall include but not limited to all amounts required to be withheld on account of taxes, social security payments, or other withholdings mandated by law or regulation. The Animal Center shall comply with employment discrimination laws and immigration laws as required by Federal and State statutes. Also, the Animal Center recognizes and agrees that by its acceptance of public monies, that some records may be subject to the South Carolina Freedom of Information Act, §30-4-10, et seq., and the Animal Center agrees that it shall comply with all lawful demands to the best of its ability. The County agrees to consult with the Animal Center if such requests are made.

10. The Animal Center shall be compensated as follows:

- (a) The County agrees to compensate the Animal Center the sum of **One Hundred Thousand and No/100 (\$100,000) Dollars** for the **Fiscal Year 17/18** agreement, said amount shall be divided into four equal parts to be paid in quarterly installments. Said payments shall be made no later than the fifth (5th) day of the month in which they are due. Time is of the essence with regard to such payments. It is acknowledged by both parties that said payment as enumerated above is equal to **Two Hundred Seventy Three Dollars and 97/100 (\$273.97) Dollars** per day for 365 days, being the entire duration of this agreement. It is expressly acknowledged by both parties that the County utilizes the Animal Control Center for the care and disposition of animals the County collects pursuant to activities of the Sheriff's Office that are directly related to citizen safety within the County. It is also expressly acknowledged that the County relies on the Animal Center to harbor all the animals collected, regardless of the animals' involvement in legal proceedings, and compensates the Center daily for these services at the amount stated above.
- (b) The County may also provide in-kind services to the Animal Center as compensation for services. Such in-kind services may include, but not be limited to clearing of adjacent land; utility services such as electrical or plumbing if the County has in-house personnel with the qualified skills and certification to perform such services; labor or funding for the construction or remodeling of dog runs; and administrative assistance with procurement of bulk cleaning and office supplies. The Parties agree to work with each other in good faith to identify and perform such in-kind services and shall enter separate agreements for the in-kind services as contemplated pursuant to the Agreement.

11. This agreement shall be for a period of one year beginning July 1, 2017, and ending on the 30th day of June, 2018, unless terminated sooner pursuant to the terms of this Agreement.
12. Either party may terminate this Agreement at any time by providing six (6) months advance written notice of termination. Compensation shall be prorated up to the actual date the agreement is terminated.
13. It is understood and expressly agreed by both Parties that in the event funds are not appropriated or become non-appropriated in the current fiscal year by the local governing body, this Agreement will become null and void and the County will be under no obligation to provide funding excepting payment for those services already rendered by the Animal Center up to the date of non-appropriation.
14. The Animal Center shall not, by entering into this Agreement, become a servant, agent or employee of the County, but shall remain at all times independent of the County. This Agreement shall not be deemed to create any joint venture, partnership, or common enterprise between the Animal Center and the County, and the rights and obligations of the Parties shall not be other than as expressly set forth herein.
15. This Agreement contains the complete understanding that the Parties and any representations, promises, discussions, comments, or negotiations not expressly contained herein are deemed abandoned by each Party. This agreement shall not be altered, amended, or modified by the Parties except in writing which shall be executed by both Parties.
16. Nothing herein is intended to be in conflict with State law or County ordinances and to the extent any part of this Agreement is deemed incompatible with same, State and County ordinances are controlling.

IN WITNESS THEREOF, the Parties do hereto their hands and seals this _____ day of _____, 2017, binding themselves, their successors, heirs and assigns forever.

WITNESSES

COUNTY OF GEORGETOWN

County Administrator

SAINT FRANCES ANIMAL CENTER

Executive Director