

**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

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**March 27, 2018**

**5:30 PM**

**County Council Chambers**

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**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 - March 13, 2018**
- 6. CONSENT AGENDA**
  - 6.a Procurement #18-019, FY18 Municipal Lease/ Purchase Financing for Vehicles and Heavy Equipment**
  - 6.b Procurement #17-081, 4x2 F-550 (or Equal) Fuel/Lube Fleet Service Truck**
  - 6.c Procurement #17-059, Architectural Design Services: Southern Georgetown County Branch Library**
  - 6.d Procurement #15-001, Design/Build for Nine (9) Substation Metal Garage Structures: Change Order 04**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
  - 8.a Disabilities & Special Needs Board**
  - 8.b Economic Development Alliance Board**
  - 8.c Fire District 1 Board**
- 9. RESOLUTIONS / PROCLAMATIONS**
  - 9.a Proclamation No. 2018-07 - Declaration of March 2018 as**

**American Red Cross Month**

- 9.b Resolution No. 2018-08 - In Support of the North Inlet-Winyah Bay National Estuarine Research Reserve (NI-WB NERR)**

- 9.c RESOLUTION NO. 2018-09 - A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC., WHEREBY, UNDER CERTAIN CONDITIONS, GEORGETOWN COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES; AND PROVIDING FOR RELATED MATTERS.**

**10. THIRD READING OF ORDINANCES**

**11. SECOND READING OF ORDINANCES**

- 11.a Ordinance No. 2018-05 - A proposed zoning text amendment to the Zoning Ordinance to allow accessory dwelling units in certain zoning districts.**

**12. FIRST READING OF ORDINANCES**

- 12.a Ordinance No. 2018-06 - An Ordinance to amend Ordinance No. 2015-27 Authorizing Certain Economic Development Incentives for Black Family Limited Partnership, MPW Inc., and Other Affiliations Including Entering Into A Fee in Lieu of Property Tax Agreement for the Project, and Other related Matters, between Georgetown County, South Carolina, and MPW.**

- 12.b ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.**

- 12.c ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.**

- 12.d Ordinance No. 2018-09 - An Ordinance Establishing Parking Regulations for the Murrells Inlet Boat Landing and Parking Area and Providing for the Enforcement Thereof.**

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

**14. BIDS**

**15. REPORTS TO COUNCIL**

**15.a FY18 Mid-Year Review / FY19 Budget Introduction**

**16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

- 16.a Ordinance No. 2017-19 - An amendment to the Georgetown County Zoning map to rezone approximately 948 acres located along Pennyroyal Road and the Sampit River from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI). - Deferred pending further report from the Land Use Committee**
- 16.b Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD. - Deferred pending internal review by County Attorney.**

**17. LEGAL BRIEFING / EXECUTIVE SESSION**

**17.a Personnel Issue**

**18. OPEN SESSION**

**19. ADJOURNMENT**

Item Number: 5.a  
Meeting Date: 3/27/2018  
Item Type: APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**  
Regular Council Session - March 13, 2018

**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 - 3/13/18	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, March 13, 2018, 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 Charlton	John Thomas
	Steve Goggans	

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

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

#### **APPROVAL OF AGENDA:**

Councilmember Ron Charlton moved for approval of the meeting agenda, as published. Councilmember Steve Goggans seconded the motion. No discussion followed the motion.

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

#### **PUBLIC COMMENTS:**

##### Wesley Gibson

Mr. Gibson, speaking on behalf of "Empowerment for Change", voiced concern regarding recreation conditions of the City's West End. He asked where these residents fit in to the County's overall plan? Millions of dollars have been spent on "state of the art" parks and facilities all over Georgetown County, but no progress has been made to benefit the 3,000 children in the City of Georgetown. He said that the group had to "fight" to get the Beck Recreation basketball courts in decent condition. He said he spoke with Parks and Recreation Director, Beth Goodale, over a year ago and she told him that County Council had approved a multi-purpose track field, concession stand, and resurfaced basketball courts for the Beck Center, which has not transpired. He voiced concerns that the Howard Facility and Beck Facility are not accessible on the weekends, and children are forced to play basketball in the Presbyterian Church gym on Black River Road. He asked again where the city's residents fit in the recreational plan, or if they fit in at all.

##### Amy Kelly

Ms. Kelly addressed County Council regarding the International Gullah Film Festival. She noted that a written statement including more details about this event had been placed at each Council member's desk. Ms. Kelly said the local area with its Gullah history, and connection to former First Lady, Michelle Obama, has much to offer filmmakers. She said the Gullah Film Festival, scheduled for November, will seek to bring filmmakers here and showcase the local Gullah

community. Portions of the event will take place at both the Mitney Center and Brookgreen Gardens.

Fred Williams

Mr. Williams, President of the West End Citizens Council, stated that he had a list of concerns regarding the Georgetown County Parks and Recreation Department and would like each Council member to have copy. He asked County Council to take a serious look at the concerns, as County Council has shown an apprehension in the past to “doing the right thing” when it comes to the citizens of the City’s West End. He urged Council to take a look at the capital projects that have taken place on the West End, which “resembles a third world country”, as opposed to others areas of the County. He stated that during this meeting the Council Chambers was predominantly filled with people of color, because despite being taxpayers, minorities were forced to “beg”. He asked that County Council look at the list of concerns, and address them in some manner.

Janette Graham

Ms. Graham stated that she was standing before County Council for a second time asking for answers regarding the intended use and purpose the 8 Oaks Park Facility, and why it is “lighting up Highway 521 at night”. She said citizens cannot even access the park to see what is there. Another issue of concern, Ms. Graham said when the Howard Facility was refurbished; residents were told that there would not be enough money to staff both the Beck Recreation Center and the Howard Facility on weekends. However, the Howard Facility is rented every weekend through January 2019, and she asked if the money generated could contribute to the salary for someone to staff the building in the weekends. Currently, when the Beck Center closes at 5:00 PM on Friday, it doesn’t open again until Monday morning.

Marvin Neal

Mr. Neal, President of the Georgetown Chapter of NAACP, stated that he was present to ask County Council to say “no” to the mistreatment of employees in the County Treasurer’s Office. He said that the County’s employee manual gives department heads the right to discriminate. In July 2017, the County’s newly elected Treasurer, Allison Peteet, “attacked” the Deputy Auditor, Jessie Duncan, who has 31 years of service with Georgetown County, and banned her from a work area that was made available to other employees. This mistreatment has happened on several occasions, in front of both peers and customers. Additionally, Ms. Peteet put all staff in the Treasurer’s office on a 6 month probationary status when she assumed the position of Treasurer, despite that she has less experience than all of these employees. Although the law says that the elected position of Treasurer is autonomous, “no one has ultimate power”. The incident between Ms. Peteet and Ms. Duncan was reported to the County Administrator, Sel Hemingway, who “refused” to do anything. He advised County Council to take this matter seriously stating that the Georgetown NAACP has notified its Civil Rights Division, and would continue to seek justice.

**MINUTES:**

Regular Council Session – February 27, 2018

Councilmember Ron Charlton made a motion to approve the minutes of the February 27, 2018 meeting. Councilmember Lillie Jean Johnson seconded the motion. Chairman Johnny Morant called for discussion on the motion, and there was none.

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

Steve Goggans

**CONSENT AGENDA:**

The following reports included on the Consent Agenda, were approved previously during the agenda approval process:

Ordinance No. 2018-04 - An amendment to the conceptual plan for the DeBordieu Colony Planned Development to make the PD setback requirements for Community 1 match the indenture deed requirements enforced by the DeBordieu POA/ARB – Third reading approval.

RFP #18-004, Emergency Backup Generator Preventative Maintenance & Repair – County Council awarded a service contract to W.W. Williams of Charleston, SC at a total annual cost of \$16,855.00, with any additional task orders to be authorized under the County's approved task order procedure.

**APPOINTMENTS TO BOARDS AND COMMISSIONS:**

Disabilities and Special Needs Board

Councilmember Ron Charlton moved to nominate Ms. Elizabeth Bazemore for re-appointment to the Disabilities and Special Need Board. 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 Charlton	John Thomas
	Steve Goggans	

Sheriff's Advisory Board

Councilmember Lillie Jean Johnson moved to appoint Mr. Fredrick Williams to the Sheriff's Advisory Board. Councilmember Ron Charlton seconded the motion. No discussion followed the motion.

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

**RESOLUTIONS / PROCLAMATIONS:**

Proclamation No. 2018-05

Councilmember Austin Beard moved for the adoption of Proclamation No. 2018-05 to declare April 2018 as "Fair Housing Month" in Georgetown County. Councilmember Steve Goggans seconded the motion. Chairman Morant called for discussion on the notion, and there was none.

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

**ORDINANCES-Third Reading**

No reports.

**ORDINANCES-Second Reading:**

No reports.

**ORDINANCES-First Reading:**

Ordinance No. 2018-05 – A proposed zoning text amendment to the Zoning Ordinance to allow accessory dwelling units in certain Zoning Districts.

**BIDS:**

No reports.

**REPORTS TO COUNCIL:**

No reports.

**DEFERRED:**

Ordinance No. 2017-19

County Council deferred action on Ordinance No. 2017-19, an amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along Pennyroyal Road and the Sampit River, further identified as TMS#01-0437-002-00-00, from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI), as this matter was previously referred to Council's Land Use Committee for additional review.

Ordinance No. 2017-23

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

**EXECUTIVE SESSION:**

Councilmember Ron Charlton made a motion to move into Executive Session to discuss two legal issues. 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 Charlton	John Thomas
	Steve Goggans	

County Council moved into Executive Session at 6:07 PM.

**OPEN SESSION:**

Open Session resumed at 8:05 PM. County Council discussed two legal matters and an Economic Development matter during Executive Session. Chairman Johnny Morant stated that no decisions were made, nor were any votes taken by County Council during Executive Session.

He called for further business to come before County Council, and hearing none, adjourned the meeting at 8:06 PM.

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Date

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Clerk to Council

Item Number: 6.a  
Meeting Date: 3/27/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #18-019, FY18 Municipal Lease/ Purchase Financing for Vehicles and Heavy Equipment

**CURRENT STATUS:**

The County seeks a municipal lease/purchase financing agreement for equipment scheduled to be financed in the 2018 Capital Equipment Replacement Plan. The estimated amount to be financed is \$4,852,169.

**POINTS TO CONSIDER:**

his 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 ten (10) responses received. However, four (4) responses were deemed "Non-Responsive" for either failure to provide any of the County's mandatory bid submittal forms and/or failure to provide the correct bid submittal forms as issued in Addendum #1. The six (6) valid responses are listed below:

- 1) BB&T Governmental Finance @ \$5,529,729.94 total payback;
- 2) Banc of America Public Capital Corp. @ \$5,536,711.56 total payback;
- 3) U. S. Bancorp Government Leasing & Finance, Inc. @ \$5,569,406.70 total payback;
- 4) First Government Lease Co. @ \$7,286,549.02 total payback;
- 5) PNC Equipment Finance, LLC @ \$5,651,172.20 total payback; and
- 6) Bank Funding, LLC @ \$5,625,369.36 total payback.

**FINANCIAL IMPACT:**

See Recommendation.

**OPTIONS:**

- 1) Approve the award of a Municipal Lease/Purchase Financing Agreement to BB&T Governmental Finance and adopt Resolution 2018-06 to approve the financing terms.
- 2) Decline to award.

**STAFF RECOMMENDATIONS:**

Proposals were reviewed by the County's Director of Finance. BB&T Governmental Finance offered the lowest overall pay-back at \$5,529,729.94. They have stated that they have completed their credit review and will hold their rates firm until closing. Additionally, the County has been provided with efficient closings and superior service throughout previous lease term agreements with BB&T Governmental Finance.

Therefore, Finance Staff recommends award to BB&T Governmental Finance at the rates quoted for the FY18 Municipal Lease/Purchase Financing for Vehicles and Heavy Equipment, and further recommends adoption of Resolution 2018-06.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Exhibit B - Vehicle & Equipment Summary	Cover Memo
▣ Bid Summary Worksheet	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Recommendation from Mr. Scott Proctor, Finance Director	Cover Memo
▣ Resolution #2018-06, Approving Financing Terms	Cover Memo

**EXHIBIT B**

Dept #	Department	Authorized Vehicle	VIN	Year Model	Make	Model	Financing Term (Yrs)	Outlay Budgeted	Veh/Equip Purchase Price	Financing Required
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**Lease 2018-1**

205	Sheriff	Patrol Vehicle	PO 2018-00000290	2018	Dodge	Charger	4	\$ 50,000	\$ 32,478	\$ 50,000
205	Sheriff	Patrol Vehicle	PO 2018-00000290	2018	Dodge	Charger	4	\$ 50,000	\$ 32,478	\$ 50,000
205	Sheriff	Patrol Vehicle	PO 2018-00000290	2018	Dodge	Charger	4	\$ 50,000	\$ 32,478	\$ 50,000
205	Sheriff	Patrol Vehicle	PO 2018-00000290	2018	Dodge	Charger	4	\$ 50,000	\$ 32,478	\$ 50,000
205	Sheriff	Patrol Vehicle	PO 2018-00000290	2018	Dodge	Charger	4	\$ 50,000	\$ 32,478	\$ 50,000
205	Sheriff	Patrol Vehicle	PO 2018-00000290	2018	Dodge	Charger	4	\$ 50,000	\$ 32,478	\$ 50,000
								<b>\$ 300,000</b>	<b>\$ 194,868</b>	<b>\$ 300,000</b>

**Lease 2018-2**

151	Vehicle Maintenance	Fuel/Lube Truck	NO PO	N/A	N/A	N/A	6	\$ 85,000		\$ 85,000
205	Sheriff	Administration Vehicle	NO PO	N/A	N/A	N/A	6	\$ 53,000		\$ 49,000
301	Public Works	Extended Body Truck	PO 2018-00000138	2017	Ford	F-250	6	\$ 32,800	\$ 30,536	\$ 30,536
301	Public Works	Extended Body Truck	PO 2018-00000140	2017	Ford	F-250	6	\$ 32,800	\$ 30,536	\$ 30,536
301	Public Works	Extended Body Truck	PO 2018-00000296	2018	Ford	F-250 4X4	6	\$ 29,900	\$ 28,984	\$ 28,984
305	Landfill	Pick up Truck	PO 2018-00000139	2017	Ford	F-150 4x4 Crew Cab	6	\$ 31,000		\$ 32,720
307	Collections	Pick up Truck	1FMCU9GDXJUA25458	2018	Ford	Escape 4X4	6	\$ 23,842	\$ 22,887	\$ 22,887
307	Collections	Roll Off Truck w/Cable Hoist	PO 2018-00000169	2017	Frieghtliner	114 SD	6	\$ 187,200	\$ 151,110	\$ 151,110
307	Collections	Grapple Truck	PO 2018-00000024	2017	Frieghtliner	M2 112	6	\$ 217,855		\$ 217,855
309	Mosquito Control	Pick up Truck	1FTEX1CBXJFA98151	2018	Ford	F-150	6	\$ 35,502	\$ 24,804	\$ 24,804
579	Parks & Recreation	Bus/Van	PO 2018-00000101	2018	Ford	800NF Transit	6	\$ 53,620	\$ 52,324	\$ 52,324
579	Parks & Recreation	Back Hoe	1T0310LXJHF320964	2018	John Deere	310L	6	\$ 90,000		\$ 90,775
609	Airport	Cab Tractor	1P06120EPG0001862	2017	John Deere	6120E	6	\$ 51,000		\$ 77,575
609	Airport	Flex Wing Rotary Cutter	1P0HX15FEHT079136	2017	John Deere	HX15	6	\$ 15,500		\$ 16,318
609	Airport	STD Loader	1P0H310XCHD017646	2017	John Deere	H310	6	\$ -		\$ 7,490
999	County Fire	Battalion Chief Vehicle	NO PO	N/A	N/A	N/A	6	\$ 57,451		\$ 57,451
								<b>\$ 996,470</b>	<b>\$ 341,181</b>	<b>\$ 975,365</b>

**Lease 2018-3**

301	Public Works	Motor Grader	1DW670GXJHF683974	2018	John Deere	670G	8	\$ 215,000	\$ 219,350	\$ 219,350
301	Public Works	Loader	1DW624KHAHF683418	2017	John Deere	624K-II	8	\$ 215,000	\$ 186,710	\$ 186,710
301	Public Works	Low Boy Trailer	57JE52308J3574894	2018	Fontaine	55 Ton Lowboy	8	\$ 65,000	\$ 69,104	\$ 69,104
411	County EMS	Ambulance Remount	PO 2018-00000233	2018	Dodge	4500	8	\$ 141,708	\$ 105,664	\$ 105,664
305	Landfill	Compactor	AT1170	2017	Tana	E380 ECO	8	\$ 750,000		\$ 697,262
305	Landfill	Dozier	1T0850KXKHF317797	2017	John Deere	850K	8	\$ 307,000		\$ 331,219
579	Parks & Recreation	Dump Truck	PO 2018-00000174	2018	Frieghtliner	M2-112	8	\$ 155,000	\$ 119,199	\$ 119,199
904	Midway EMS	Ambulance Remount	NO PO	N/A	N/A	N/A	8	\$ 123,735		\$ 123,735
904	Midway EMS	Ambulance Remount	NO PO	N/A	N/A	N/A	8	\$ 123,735		\$ 123,735
								<b>\$ 2,096,178</b>	<b>\$ 700,027</b>	<b>\$ 1,975,978</b>

**Lease 2018-4**

903	Midway Fire	Tower Ladder Truck	NO PO	N/A	N/A	N/A	10	\$ 1,600,826		\$ 1,600,826
								<b>\$ 1,600,826</b>	<b>\$ -</b>	<b>\$ 1,600,826</b>
								<b>\$ 4,993,474</b>	<b>\$ 1,236,076</b>	<b>\$ 4,852,169</b>

**Bid Summary Worksheet: 18-019, FY18 Municipal Lease/Purchase Financing for Vehicles and Heavy Equipment**

	Offeror:	First Government Lease Co.				Bank Funding, LLC				PNC Equipment Finance, LLC				Banc of America Public Capital Corp.			
Lease Group	Amount Financed	Terms	APR %	Annual \$ Payment	Total \$ Payback	Terms	APR %	Annual \$ Payment	Total \$ Payback	Terms	APR %	Annual \$ Payment	Total \$ Payback	Terms	APR %	Annual \$ Payment	Total \$ Payback
Lease 2018-1	\$300,000.00	4-Yrs	6.0000%	\$ 86,967.46	\$ 347,869.84	4-Yrs	2.8300%	\$ 80,380.27	\$ 321,521.08	4-Yrs	3.0000%	\$ 80,708.11	\$ 322,832.44	4-Yrs	2.7775%	\$ 80,279.13	\$ 321,116.52
Lease 2018-2	\$975,365.00	6-Yrs	7.0000%	\$ 206,234.44	\$ 1,237,406.64	6-Yrs	3.1300%	\$180,826.49	\$ 1,084,958.94	6-Yrs	3.2400%	\$181,484.76	\$ 1,088,908.56	6-Yrs	2.9052%	\$179,484.62	\$ 1,076,907.70
Lease 2018-3	\$1,975,978.00	8-Yrs	8.0000%	\$ 348,078.23	\$ 2,784,625.84	8-Yrs	3.3700%	\$285,901.08	\$ 2,287,208.64	8-Yrs	3.4000%	\$286,859.10	\$ 2,294,872.80	8-Yrs	3.0029%	\$281,525.13	\$ 2,252,201.04
Lease 2018-4	\$1,600,826.00	10-Yrs	12.0000%	\$ 291,684.67	\$ 2,916,646.70	10-Yrs	3.5600%	\$193,068.07	\$ 1,930,680.70	10-Yrs	3.7000%	\$194,430.84	\$ 1,944,308.40	10-Yrs	3.1025%	\$188,648.63	\$ 1,886,486.30
Total Financing ▶	\$4,852,169.00				\$ 7,286,549.02				\$ 5,624,369.36				\$ 5,650,922.20				\$ 5,536,711.56
TOTAL Fees					\$ -				\$ 1,000.00				\$ 250.00				\$ -
TOTAL Payback					\$ 7,286,549.02				\$ 5,625,369.36				\$ 5,651,172.20				\$ 5,536,711.56

<b>FEES:</b> (none)	<b>FEES:</b> 1 @ \$1,000.00 Escrow Fee	<b>FEES:</b> 1 @ \$250.00 Escrow Fee	<b>FEES:</b> (none)
<b>Exceptions:</b> (NONE)	<b>Exceptions:</b> (Yes, see bid submittal.)	<b>Exceptions:</b> (Yes, see bid submittal.)	<b>Exceptions:</b> (Yes, see bid submittal.)
			]

	Offeror:	BB&T Governmental Finance				U.S. Bancorp Government Leasing & Finance, Inc.				Suntrust				City National Capital Finance			
Lease Group	Amount Financed	Terms	APR %	Annual \$ Payment	Total \$ Payback	Terms	APR %	Annual \$ Payment	Total \$ Payback	Terms	APR %	Annual \$ Payment	Total \$ Payback	Terms	APR %	Annual \$ Payment	Total \$ Payback
Lease 2018-1	\$300,000.00	4-Yrs	2.6900%	\$ 80,110.68	\$ 320,442.72	4-Yrs	2.7930%	\$ 80,308.99	\$ 321,235.96	4-Yrs	0.0000%	\$ -	\$ -	4-Yrs	0.0000%	\$ -	\$ -
Lease 2018-2	\$975,365.00	6-Yrs	2.8500%	\$ 179,155.82	\$ 1,074,934.92	6-Yrs	2.9710%	\$179,876.92	\$ 1,079,261.52	6-Yrs	0.0000%	\$ -	\$ -	6-Yrs	0.0000%	\$ -	\$ -
Lease 2018-3	\$1,975,978.00	8-Yrs	2.9800%	\$ 281,253.25	\$ 2,250,026.00	8-Yrs	3.1420%	\$283,179.35	\$ 2,265,434.76	8-Yrs	0.0000%	\$ -	\$ -	8-Yrs	0.0000%	\$ -	\$ -
Lease 2018-4	\$1,600,826.00	10-Yrs	3.0800%	\$ 188,432.63	\$ 1,884,326.30	10-Yrs	3.2790%	\$190,347.45	\$ 1,903,474.46	10-Yrs	0.0000%	\$ -	\$ -	10-Yrs	0.0000%	\$ -	\$ -
Total Financing ▶	\$4,852,169.00				\$ 5,529,729.94				\$ 5,569,406.70				\$ -				\$ -
TOTAL Fees					\$ -				\$ -				\$ -				\$ -
TOTAL Payback					\$ 5,529,729.94				\$ 5,569,406.70				\$ -				\$ -

<b>FEES:</b> (none)	<b>FEES:</b> (none)	<b>NOTE:</b> NON-RESPONSIVE-did not return any	<b>NOTE:</b> NON-RESPONSIVE-Incorrect Form
<b>Exceptions:</b> (NONE)	<b>Exceptions:</b> (NONE)	of our mandatory bid submittal forms.	Original Form Submitted, not Revised Form.

	Offeror:	Carlyle Capital Markets, Inc.				TD Equipment Finance, Inc.			
Lease Group	Amount Financed	Terms	APR %	Annual \$ Payment	Total \$ Payback	Terms	APR %	Annual \$ Payment	Total \$ Payback
Lease 2018-1	\$300,000.00	4-Yrs	0.0000%	\$ -	\$ -	4-Yrs	0.0000%	\$ -	\$ -
Lease 2018-2	\$975,365.00	6-Yrs	0.0000%	\$ -	\$ -	6-Yrs	0.0000%	\$ -	\$ -
Lease 2018-3	\$1,975,978.00	8-Yrs	0.0000%	\$ -	\$ -	8-Yrs	0.0000%	\$ -	\$ -
Lease 2018-4	\$1,600,826.00	10-Yrs	0.0000%	\$ -	\$ -	10-Yrs	0.0000%	\$ -	\$ -
Total Financing ▶	\$4,852,169.00				\$ -				\$ -
TOTAL Fees					\$ -				\$ -
TOTAL Payback					\$ -				\$ -

<b>NOTE:</b> NON-RESPONSIVE-Incorrect Form	<b>NOTE:</b> NON-RESPONSIVE-Incorrect Form
Original Form Submitted, not Revised Form.	Original Form Submitted, not Revised Form.



**Public Bid Opening Tabulation**  
**RFP #18-019, FY18 Municipal Lease/Purchase Financing For**  
**Vehicles & Heavy Equipment**  
**Wednesday, March 7, 2018 @ 3:00PM Eastern Time**

Offeror: <i>First Government Leasing Co.</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears	<i>6%</i>	<i>86,967<sup>46</sup></i>	<i>347,869<sup>84</sup></i>
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears	<i>7%</i>	<i>206,234<sup>44</sup></i>	<i>1,237,406<sup>64</sup></i>
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears	<i>8%</i>	<i>348,078<sup>23</sup></i>	<i>2,784,625<sup>84</sup></i>
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears	<i>12%</i>	<i>291,684<sup>67</sup></i>	<i>2,916,646<sup>70</sup></i>
Total Financing ►	\$4,852,169.00				\$ <i>7,286,549<sup>02</sup></i>
TOTAL Fees (Line 3)					\$ <i>0</i>
TOTAL Payback (Line 4)					\$

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror: <i>San Trust</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears			
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears			
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears			
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears			
Total Financing ►	\$4,852,169.00				\$
TOTAL Fees (Line 3)					\$
TOTAL Payback (Line 4)					\$

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror: <i>Carlyle Capital Markets Inc.</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears			
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears			
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears			
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears			
Total Financing ►	\$4,852,169.00				\$
TOTAL Fees (Line 3)					\$
TOTAL Payback (Line 4)					\$

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

  
Opened By

  
Witnessed By



**Public Bid Opening Tabulation**  
**RFP #18-019, FY18 Municipal Lease/Purchase Financing For**  
**Vehicles & Heavy Equipment**  
**Wednesday, March 7, 2018 @ 3:00PM Eastern Time**

Offeror: <i>BB&amp;T</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears	<i>2.69</i>	<i>80,110<sup>68</sup></i>	<i>320,442<sup>72</sup></i>
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears	<i>2.85</i>	<i>179,155<sup>82</sup></i>	<i>1,074,934<sup>92</sup></i>
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears	<i>2.98</i>	<i>281,253<sup>25</sup></i>	<i>2,250,026<sup>00</sup></i>
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears	<i>3.08</i>	<i>188,432<sup>63</sup></i>	<i>1,884,326<sup>30</sup></i>
Total Financing ►	\$4,852,169.00				\$ <i>5,529,729<sup>94</sup></i>
TOTAL Fees (Line 3)					\$ <i>0</i>
TOTAL Payback (Line 4)					\$ <i>5,529,729<sup>94</sup></i>

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror: <i>Bank Funding LLC</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears	<i>2.83</i>	<i>80,380<sup>27</sup></i>	<i>321,521<sup>08</sup></i>
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears	<i>3.13</i>	<i>180,826<sup>49</sup></i>	<i>1,084,958<sup>94</sup></i>
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears	<i>3.37</i>	<i>285,901<sup>08</sup></i>	<i>2,287,208<sup>64</sup></i>
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears	<i>3.56</i>	<i>193,068<sup>07</sup></i>	<i>1,930,680<sup>70</sup></i>
Total Financing ►	\$4,852,169.00				\$ <i>5,624,369<sup>36</sup></i>
TOTAL Fees (Line 3)					\$ <i>1,000<sup>00</sup></i>
TOTAL Payback (Line 4)					\$ <i>5,625,369<sup>36</sup></i>

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror: <i>US Bank Corp.</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears	<i>2.793</i>	<i>80,308<sup>99</sup></i>	<i>321,235<sup>96</sup></i>
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears	<i>2.971</i>	<i>179,876<sup>92</sup></i>	<i>1,079,261<sup>52</sup></i>
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears	<i>3.142</i>	<i>283,179<sup>35</sup></i>	<i>2,265,434<sup>76</sup></i>
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears	<i>3.279</i>	<i>190,347<sup>45</sup></i>	<i>1,903,474<sup>46</sup></i>
Total Financing ►	\$4,852,169.00				\$ <i>5,569,406<sup>70</sup></i>
TOTAL Fees (Line 3)					\$ <i>0</i>
TOTAL Payback (Line 4)					\$ <i>5,569,406<sup>70</sup></i>

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

\_\_\_\_\_  
 Opened By

\_\_\_\_\_  
 Witnessed By



**Public Bid Opening Tabulation**  
**RFP #18-019, FY18 Municipal Lease/Purchase Financing For**  
**Vehicles & Heavy Equipment**  
**Wednesday, March 7, 2018 @ 3:00PM Eastern Time**

Offeror: <i>PNC Equipment Finance LLC</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears	<i>3.90</i>	<i>80,708<sup>11</sup></i>	<i>322,832<sup>44</sup></i>
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears	<i>3.24</i>	<i>181,484<sup>76</sup></i>	<i>1,088,908<sup>56</sup></i>
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears	<i>3.45</i>	<i>286,859<sup>10</sup></i>	<i>2,294,872<sup>80</sup></i>
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears	<i>3.70</i>	<i>194,430<sup>84</sup></i>	<i>1,944,308<sup>40</sup></i>
Total Financing ►	\$4,852,169.00				\$ <i>5,650,922<sup>20</sup></i>
TOTAL Fees (Line 3)					\$ <i>250<sup>00</sup></i>
TOTAL Payback (Line 4)					\$ <i>5,651,172<sup>20</sup></i>

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror: <i>Bank of America Public Capital</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears	<i>2.7775</i>	<i>80,279<sup>13</sup></i>	<i>321,116<sup>52</sup></i>
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears	<i>2.9052</i>	<i>179,484<sup>62</sup></i>	<i>1,076,907<sup>70</sup></i>
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears	<i>3.0029</i>	<i>281,525<sup>13</sup></i>	<i>2,252,201<sup>04</sup></i>
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears	<i>3.1025</i>	<i>188,648<sup>63</sup></i>	<i>1,886,486<sup>30</sup></i>
Total Financing ►	\$4,852,169.00				\$ <i>5,536,711<sup>56</sup></i>
TOTAL Fees (Line 3)					\$
TOTAL Payback (Line 4)					\$ <i>5,536,711<sup>56</sup></i>

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror: <i>TD Equipment Finance Inc</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears			
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears			
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears			
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears			
Total Financing ►	\$4,852,169.00				\$
TOTAL Fees (Line 3)					\$
TOTAL Payback (Line 4)					\$

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Opened By

Witnessed By



**Public Bid Opening Tabulation**  
**RFP #18-019, FY18 Municipal Lease/Purchase Financing For**  
**Vehicles & Heavy Equipment**  
**Wednesday, March 7, 2018 @ 3:00PM Eastern Time**

Offeror: <i>City National Capital Finance</i>					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears			
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears			
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears			
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears			
Total Financing ►	\$4,852,169.00				\$
TOTAL Fees (Line 3)					\$
TOTAL Payback (Line 4)					\$

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

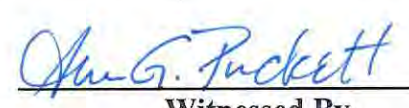
Offeror:					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears			
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears			
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears			
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears			
Total Financing ►	\$4,852,169.00				\$
TOTAL Fees (Line 3)					\$
TOTAL Payback (Line 4)					\$

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

Offeror:					
Lease Group	Amount Financed Line 2	Terms	APR (%)	Annual \$ Payment <sup>1</sup>	Total \$ Payback <sup>1</sup>
Lease Group 2018-1 Financing	\$300,000.00	4-Yrs Arrears			
Lease Group 2018-2 Financing	\$975,365.00	6-Yrs Arrears			
Lease Group 2018-3 Financing	\$1,975,978.00	8-Yrs Arrears			
Lease Group 2018-4 Financing	\$1,600,826.00	10-Years Arrears			
Total Financing ►	\$4,852,169.00				\$
TOTAL Fees (Line 3)					\$
TOTAL Payback (Line 4)					\$

<sup>1</sup> Total Payback Amount, assumes full term, no late payments, penalties or interest.

  
Opened By

  
Witnessed By



*Founded 1769*

## **Memorandum of Recommendation**

**March 12, 2018**

**To: Kyle Prufer**

**From: Scott Proctor** *SCP*

### **Procurement #18-019 – FY18 Municipal Lease Purchase Financing**

**I have reviewed all bids submitted in conjunction with #18-019 Procurement for Lease Purchase Financing for FY2018 Equipment Acquisitions and find Branch Banking & Trust (BB&T) to be the lowest responsive bidder. They have stated that they have completed their credit review and will hold their rates firm until closing.**

**It is my recommendation that we enter into a financing agreement with Branch Banking & Trust (BB&T) in accordance with the terms they offered.**

**GEORGETOWN COUNTY**

Post Office Drawer 421270 • 129 Screven Street  
Georgetown, SC 29442-1270

Finance Department: Phone (843) 545-3002 FAX (843) 545-3547

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

**RESOLUTION #2018-06**  
**APPROVING FINANCING TERMS**

**WHEREAS:** Georgetown County ("County") has previously determined to undertake a project for Equipment Lease Purchase, and the Finance Officer has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED, as follows:**

1. The County hereby determines to enter into an Equipment Lease Purchase Agreement, through Branch Banking and Trust Company ("BB&T"), in accordance with their proposal dated March 5, 2018. The amount of funds financed shall not exceed \$5,750,000. The annual interest rates (in the absence of default or change in tax status) and financing terms shall not exceed:

<u>Term</u>	<u>Bank Qualified Rate</u>
4 years (annual payments in arrears)	2.69%
6 years (annual payments in arrears)	2.85%
8 years (annual payments in arrears)	2.98%
10 years (annual payments in arrears)	3.08%

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the County are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and an Escrow Agreement as BB&T may request.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by County officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The County hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the equipment that is to be financed from the proceeds of the BB&T financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other fund related to the equipment, for equipment costs may be reimbursed from the financing proceeds.

6. All prior actions of County officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

**Adopted this 27<sup>th</sup> day of March 2018.**

SEAL

By: \_\_\_\_\_  
Clerk to County Council  
Georgetown County, South Carolina

By: \_\_\_\_\_  
Chairman, County Council  
Georgetown County, South Carolina

Item Number: 6.b  
Meeting Date: 3/27/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #17-081, 4x2 F-550 (or Equal) Fuel/Lube Fleet Service Truck

**CURRENT STATUS:**

This vehicle was previously approved in the Capital Equipment Replacement Plan (CERP) to replace the existing 2001 Ford F550, VIN #1FDAF56F51EC05390.

**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 website, and a direct postal and e-mail notification was sent to all known offerors. It required two (2) successive advertisements and solicitations before the County received more than a single response.

There were two (2) responses tallied on the Public Bid Opening Tabulation on January 31, 2018:

- > Nichols Fleet Equipment of Chattanooga, TN @ \$92,139.00; and
- > Lynn Cooper, Inc. d/b/a Cooper Motor Company of Clinton, SC @ \$69,404.00.

**FINANCIAL IMPACT:**

This item is part of the approved Capital Equipment Replacement Plan for a lease period of 6-years under the Municipal Lease Purchase Plan. The original budget estimate provides funding up to \$85,000.00.

**OPTIONS:**

1) Award a purchase order to Cooper Motor Company of Clinton, SC @ \$69,404.00 for the fabrication of a 4x2 Dodge RAM 5500 Fuel/Lube Fleet Service Truck as proposed;

-OR-

2) Decline to make an award.

**STAFF RECOMMENDATIONS:**

The Public Services Department and the First Vehicle Services (FVS) staff reviewed the technical specifications checklists and determined that each provider was capable of fabricating the vehicle. FVS requested that the equipment provided be relocated within the proposed bed layout to facilitate ease of access and balanced weight load. The request was acceptable to Cooper Motor Company without effecting the original cost from the low bid provider. Staff's recommendation is for award to Cooper Motor Company of Clinton, SC @ \$69,404.00. The County will be responsible for the Infrastructure Maintenance Fee (IMF) which replaced the traditional sales tax.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Bid Solicitation Approval	Backup Material
▣ Public Bid Opening Tabulation	Backup Material
▣ Recommendation from Mr. Funnye	Backup Material



Georgetown County, South Carolina  
VEHICLE / EQUIPMENT PROCUREMENT APPROVAL

Procurement No. 17-081 Dept: 151, Vehicle Maintenance

Procurement for: Ford F550 2-DR 4x2 Fuel/Lube Truck

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$85,000.00 **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
499.151 50713	\$85,000.00
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 2001 Ford F550

VIN/Serial No. 1FDAF56F51EC05390

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

Bank Currently Holding Title: \_\_\_\_\_

Department Director/Elected Official

Karis Thompson

Budget Officer

1. L. D. Danks

Purchasing

Scott C. Panto

Finance Director

Scott C. Panto

County Administrator

08/09/2017

Date

8/10/17

Date

08-14-2017

Date

8/14/17

Date

8/14/17

Date

Vehicle Maintenance

STATE OF SOUTH CAROLINA				
CERTIFICATE OF TITLE				
OF A VEHICLE				
VEHICLE ID NUMBER	YEAR	MAKE	BODY STYLE	MODEL
1FDAF56F51EC05390	2001	FORD	4DR	F71
WEIGHT	NEW/USED	TITLE NUMBER	ODOMETER	DATE ISSUED
065	NEW	33803604	241	09-24-2001
FULL NAME OF OWNER(S)			VEHICLE BRAND(S)	
COUNTY OF GEORGETOWN			*ACTUAL MILEAGE	
715 PRINCE STREET				
GEORGETOWN SC 29440				
THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY				
HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY				
THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE				
DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.				
B. BOYKIN ROSE			JIM HODGES	
DIRECTOR			GOVERNOR	
DEPT. OF PUBLIC SAFETY				
KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE				

33803604

# **SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

## **ASSIGNMENT OF A VEHICLE**

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

\*\*\* NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT \*\*\*  
ASSIGNMENT(S) MUST BE MADE IN DARK INK

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this \_\_\_\_\_ day of \_\_\_\_\_ Yr. \_\_\_\_\_ to:

Name \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ and is subject to the following lien:  
Name of Lienholder \_\_\_\_\_ Address \_\_\_\_\_ Date of Lien \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP) DO NOT check one of the following unless it applies:  
38922 \_\_\_\_\_ 1. The mileage stated is in excess of its mechanical limits.  
Odometer Reading \_\_\_\_\_ 2. The odometer reading is not the ACTUAL mileage.  
(NOT TENTHS) \_\_\_\_\_ WARNING: ODOMETER DISCREPANCY

Date of Sale: 2/15/11  
Sale Price: \$ \_\_\_\_\_  
Less Trade-In: \_\_\_\_\_  
Taxable Total: \$ 1.00

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) \_\_\_\_\_

Hand Print Name of Buyer(s) \_\_\_\_\_

Signature(s) of Seller(s) \_\_\_\_\_

Hand Print Name(s) of Seller(s) \_\_\_\_\_

Address 129 Screven St. Georgetown SC 29440

## **ASSIGNMENT BY DEALER/WHOLESALE/AUCTION**

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this \_\_\_\_\_ day of \_\_\_\_\_ Yr. \_\_\_\_\_ to:

Name \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ and is subject to the following lien:  
Name of Lienholder \_\_\_\_\_ Address \_\_\_\_\_ Date of Lien \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP) DO NOT check one of the following unless it applies:  
\_\_\_\_\_ 1. The mileage stated is in excess of its mechanical limits.  
Odometer Reading \_\_\_\_\_ 2. The odometer reading is not the ACTUAL mileage.  
(NOT TENTHS) \_\_\_\_\_ WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number \_\_\_\_\_

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) \_\_\_\_\_

Hand Print Name of Buyer(s) \_\_\_\_\_

Signature(s) of Seller(s) \_\_\_\_\_

Hand Print Name(s) of Seller(s) \_\_\_\_\_

Address \_\_\_\_\_

## **ASSIGNMENT BY DEALER/WHOLESALE/AUCTION**

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this \_\_\_\_\_ day of \_\_\_\_\_ Yr. \_\_\_\_\_ to:

Name \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ and is subject to the following lien:  
Name of Lienholder \_\_\_\_\_ Address \_\_\_\_\_ Date of Lien \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP) DO NOT check one of the following unless it applies:  
\_\_\_\_\_ 1. The mileage stated is in excess of its mechanical limits.  
Odometer Reading \_\_\_\_\_ 2. The odometer reading is not the ACTUAL mileage.  
(NOT TENTHS) \_\_\_\_\_ WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number \_\_\_\_\_

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) \_\_\_\_\_

Hand Print Name of Buyer(s) \_\_\_\_\_

Signature(s) of Seller(s) \_\_\_\_\_

Hand Print Name(s) of Seller(s) \_\_\_\_\_

Address \_\_\_\_\_

## **ASSIGNMENT BY DEALER/WHOLESALE/AUCTION**

The undersigned hereby certifies that the title to the vehicle described herein has been transferred on this \_\_\_\_\_ day of \_\_\_\_\_ Yr. \_\_\_\_\_ to:

Name \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ and is subject to the following lien:  
Name of Lienholder \_\_\_\_\_ Address \_\_\_\_\_ Date of Lien \_\_\_\_\_

I certify to the best of my knowledge that the odometer reading is the ACTUAL mileage of the vehicle unless one of the following statements is checked:

(STOP) DO NOT check one of the following unless it applies:  
\_\_\_\_\_ 1. The mileage stated is in excess of its mechanical limits.  
Odometer Reading \_\_\_\_\_ 2. The odometer reading is not the ACTUAL mileage.  
(NOT TENTHS) \_\_\_\_\_ WARNING: ODOMETER DISCREPANCY

Dealer/Wholesaler/Auctions License Number \_\_\_\_\_

I am aware of the above odometer certification made by the seller(s)

Signature(s) of Buyer(s) \_\_\_\_\_

Hand Print Name of Buyer(s) \_\_\_\_\_

Signature(s) of Seller(s) \_\_\_\_\_

Hand Print Name(s) of Seller(s) \_\_\_\_\_

Address \_\_\_\_\_

NO ADDITIONAL RE-ASSIGNMENT PERMITTED - LAST ASSIGNEE MUST RETITLE BEFORE DISPOSAL



South Carolina Department of Motor Vehicles  
Application for Certificate of Title and Registration for Motor Vehicle or  
Manufactured Home/Mobile Home

Form 400  
(Rev. 4/10)

No strikeovers, erasures, or correction fluid is acceptable on this form. For more information, visit our website at [www.scdmvonline.com](http://www.scdmvonline.com) or call our Customer Call Center at (803) 898-5000.

**SECTION A** ☐ **EXPEDITE** (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

<input type="checkbox"/> <b>NEW TITLE &amp; REGISTRATION</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) Paid Property Tax Receipt 3) \$15.00 title fee and 4) Regular registration fee. 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	<input type="checkbox"/> <b>TITLE AND PLATE TRANSFER</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) List Previous Tag # 3) Previous registration in owner's name. 4) \$15.00 title 5) \$10.00 transfer fee 6) Sales Tax (5% of selling price or \$300.00 max.) 7) Insurance Information	<input type="checkbox"/> <b>TITLE FOR MOBILE OR MANUFACTURED HOME</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) Consumer Insulation Report required for \$300.00 sales tax cap, if mobile home is energy efficient. 3) \$15.00 title fee	<input type="checkbox"/> <b>TITLE ONLY</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.) <input type="checkbox"/> <b>DUPLICATE TITLE</b> 1) <input type="checkbox"/> Lost <input type="checkbox"/> Stolen or <input type="checkbox"/> Destroyed Title 2) \$15.00 title fee.	<input checked="" type="checkbox"/> <b>LEASED VEHICLE</b> 1) Do not complete Section D. Complete Section E and all other applicable sections.  MAIL YOUR APPLICATION TO: SC DMV P.O. Box 1438 - 10311 Wilson Blvd. Blythewood, SC 29016 - 0024
--	--	--	--	--

**SECTION B: VEHICLE INFORMATION** Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER 1FDAF56F51EC05390	MAKE FORD	YEAR MAKE 2001	BODY STYLE CAB	MODEL F550	EMPTY WEIGHT 6307	GVW 19000
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**SECTION C: ODOMETER MILEAGE** (Miles not kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS 38922 (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

- ☐ EXEMPT  
☐ I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.  
☐ I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

**SECTION D: OWNER INFORMATION** Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN		DATE OF BIRTH
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SHARED OWNERSHIP <input type="checkbox"/> AND <input type="checkbox"/> OR		DATE OF BIRTH
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)		CITY	STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY	STATE	ZIP CODE
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)		CITY	STATE SC	ZIP CODE
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS		

**SECTION E: LEASING INFORMATION** Complete only for a leased vehicle.

LEASING COMPANY NAME Georgetown County	PHONE NO. 8435453083	CONTACT PERSON Ann Pucket	CUSTOMER NO.	
ADDRESS 129 Screven St, Suite 239	CITY Georgetown	STATE SC	ZIP CODE 29440	
NAME OF LESSEE (PERSON LEASING VEHICLE) First Vehicle Services	DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN		DATE OF BIRTH	
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE) 2242 Browns Ferry Rd	CITY Georgetown	STATE SC	ZIP CODE 29440	COUNTY Georgetown
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE	COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE SC	ZIP CODE	COUNTY

**SECTION F: LIEN INFORMATION** If you are a lienholder, are you a SC ELT participant? ☐ YES ☒ NO

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full. Georgetown County	DATE OF LIEN 1/1/2011	CONTACT PERSON Ann Puckett	TELEPHONE NUMBER 8435453083
MAILING ADDRESS 129 Screven St, Suite 239	CITY Georgetown	STATE SC	ZIP CODE 29440	
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

< This section intentionally left blank >

**SECTION G: SALES TAX EXEMPTION** Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF \$300.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

☐ THE VEHICLE WAS TRANSFERRED FROM: ☒ MY PARENT ☒ MY SPOUSE ☒ MY CHILD ☒ MY BROTHER/SISTER ☒ MY GRANDPARENT ☒ MY GRANDCHILD  
☐ THE VEHICLE WAS TRANSFERRED TO ME AS: ☒ LEGAL HEIR ☒ BENEFICIARY ☒ DISTRIBUTE  
☐ I AM NON-RESIDENT MILITARY PERSONNEL ☐ THE VEHICLE WAS A BONA FIDE GIFT SIGNATURE \_\_\_\_\_

**SECTION H: ADDITIONAL INFORMATION**

DATE OF PURCHASE 1/1/2011		DATE FIRST OPERATED IN S.C.	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME? <input type="checkbox"/> YES <input type="checkbox"/> NO	
NEW OR USED? Used	PRIOR TITLE NUMBER		PRIOR TITLE STATE	
THE VEHICLE DESCRIBED ON THIS APPLICATION IS: <input type="checkbox"/> REBUILDABLE <input type="checkbox"/> NON-REBUILDABLE				
THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE: <input type="checkbox"/> COLLISION <input type="checkbox"/> FIRE <input type="checkbox"/> WATER <input type="checkbox"/> STOLEN (RECOVERED) <input type="checkbox"/> STOLEN (UNRECOVERED)				
AGENCY REFERENCE NUMBER		Calculate the Salvage Percentage: Predamaged Value _____ Estimate for Repairs _____ Percentage _____		
SALVAGE% _____				

**SECTION I: SELLER INFORMATION** Applicant should initial verifying the sales price of the vehicle.

SELLER OR DEALER NAME Georgetown County		SC DEALER/WHOLESALE NUMBER	SC SALES TAX NUMBER	SALES PRICE 1	CUSTOMER INITIALS AP
ADDRESS 129 Screven St, Suite 239			CITY Georgetown	STATE SC	ZIP CODE 29440

**SECTION J: INSURANCE CERTIFICATION**

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY National Union Fire Ins Co of Pittsburg

**SECTION K: DONATE LIFE SC**

YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT OF DONATION: \$ \_\_\_\_\_ .00

**SECTION L: SIGNATURE OF OWNER**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 lbs., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS.

SIGNATURE OF OWNER (S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

DATE

**DISCLOSURE STATEMENT**

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

**PENALTY FEES**

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

46 - 60 DAYS LATE - \$10.00

61 - 75 DAYS LATE - \$25.00

76 - 135 DAYS LATE - \$50.00

OVER 135 DAYS LATE - \$75.00

**THIS SECTION FOR DMV USE ONLY**

CHECK APPROPRIATE BOX: ☐ BRAND ☐ NO BRAND

RATED BY	TRANSACTION FEES	
OFFICE/OFFICE NUMBER	EXPEDITED FEE	WEIGHT INCREASE
PLATE NUMBER	LICENSE FEE	TRANSFER
EXPIRATION DATE	UNINSURED FEE	TITLE
PLATE CLASS	USE OR SALES TAX	DONATE LIFE SC
SUSPENSE REASON	PENALTY	TOTAL

Vehicle Maintenance

STATE OF SOUTH CAROLINA  
**CERTIFICATE OF TITLE**  
OF A VEHICLE

VEHICLE ID NUMBER	YEAR	MAKE	BODY STYLE	MODEL
1FDAF56F51EC05390	2001	FORD	4DR	F71
WEIGHT	NEW/USED	TITLE NUMBER	ODOMETER	DATE ISSUED
065	NEW	33803604	241	09-24-2001
FULL NAME OF OWNER(S)		VEHICLE BRAND(S)		
COUNTY OF GEORGETOWN		*ACTUAL MILEAGE		
715 PRINCE STREET				
GEORGETOWN SC 29440				

THE SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY  
HEREBY CERTIFIES THAT THE PERSON HEREIN IS REGISTERED BY  
THIS DEPARTMENT AS THE LAWFUL OWNER OF THE VEHICLE  
DESCRIBED SUBJECT TO THE LIENS, IF ANY, HEREIN SET FORTH.

B. BOYKIN ROSE  
DIRECTOR  
DEPT. OF PUBLIC SAFETY

JIM HODGES  
GOVERNOR

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE.

33803604

Leased to  
1st Vehicle  
2/15/11  
[Signature]

**AFFIDAVIT & NOTIFICATION OF  
SALE OF MOTOR VEHICLE**  
(Entire Form Must Be Typed or Printed)

No. 18627495

BEACH FORD INC.

Q26-391636

Personally appeared before me \_\_\_\_\_ (Seller) \_\_\_\_\_ (Dealer Retail Tax #)

851 JASON BLVD MYRTLE BEACH SC 29577

(Address)

who being duly sworn, deposes and says that on the 18th day of APRIL, 2001,

he sold the following motor vehicle: Make FORD Model F550

Year 2001 Identification (Serial) No. 1FDAF56F51EC05390

License No. \_\_\_\_\_ to GEORGETOWN COUNTY (Buyer)

PO DRAWER 421270 GEORGETOWN GEORGETOWN SC 29442-1270

(Street)

(City)

(County)

(State)

(Zip)

Special Mailing Address

Deponent further states that there are no liens or encumbrances on the said vehicle except as listed below:

Lienholder \_\_\_\_\_ Amount \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

I certify that the odometer now reads 241 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

*A.W. McDade*

(Signature of Seller)

BEACH FORD INC.

A.W. McDade

(Print Seller's Name)

*Mary A. Graham*

(Signature of Buyer)

GEORGETOWN COUNTY

Mary A. Graham

(Print Buyer's Name)

Property Tax Section  
Check One:

☒

Purchase License Plate

D. L. Number \_\_\_\_\_

License Plate Issued \_\_\_\_\_

\_\_\_\_\_  
Transfer License Plate

*Mary A. Graham*

Signature of Buyer/if purchasing plates

**SOUTH CAROLINA VEHICLE REGISTRATION**

09/24/2001 000000000  
 PERM. 2.00 CG49839

1FDAF56F51EC05390  
 FORD 4DR P71 2001

5 22 065 CG

COUNTY OF GEORGETOWN

715 PRINCE STREET

GEORGETOWN SC 29440  
 NEW P75 T-O S 04/18/2001  
 CHK

D/C 85 157518  
 82.00 022F

**LEGEND**

DOI: Date of Issue  
 EXP: Expires Last Day of  
 FEE: Annual Fee  
 LIC: License Number  
 VIN: Vehicle Identification Number  
 MAKE: Make  
 BODY: Body  
 MOD: Model  
 YRMK: Year and Make  
 SD: School District  
 VT: Vehicle Type  
 CTY: County  
 EW: Empty Weight  
 CL: Class  
 GVW: Gross Vehicle Weight  
 MUN: Municipality

**PLEASE NOTE - Make sure all information is correct before placing license on vehicle.**

This is your official receipt. Please retain for your records.

South Carolina Code of Law 23-3-460 requires a person convicted of a sex offense to register with the county sheriff within 10 days of establishing residency in this state.

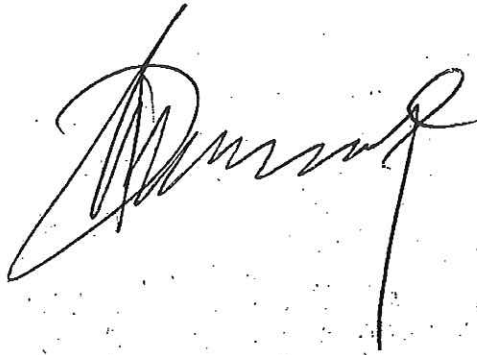
**SPECIAL MAILING ADDRESS  
 COUNTY OF GEORGETOWN**

PO DRAWER 421270

GEORGETOWN SC 29442

COLLECTED BY

\$ 82.00 FEE COLLECTED





**Public Bid Opening and Tabulation**  
**Bid No. 17-081 (REBID), 4x2 F-550 (or Equal) Fuel/Lube/Service Truck**  
**Wednesday, January 31, 2018 at 3:00 PM Eastern NIST**

<b><u>OFFEROR</u></b>	<b><u>Bid Total</u></b> <small>Page 27, Line 4</small>	<b><u>Comments</u></b>
Nichols Fleet Equipment	\$ 92,139.00	
Cooper Motor Company	\$ 69,404.00 + IMF	
	\$ <del>                    </del>	
	\$	
	\$	
	\$	
	\$	
	\$	

OPENED BY:                     *[Signature]*                    


WITNESS:                     *[Signature]*



**Georgetown County**  
Department of Public Services  
Phone: (843) 545.3325

# **Memorandum**

To: Kyle Prufer, Purchasing Officer

From: Ray C. Funnye, Director 

File No.: 316.16

Date: March 12, 2018

Re: Recommendation for Bid #17-081, 4x2 F-550 (or Equal)  
Fuel/Lube/Service Truck

The County advertised twice for competitive bids for the purchase of a 4x2 F-550 (or Equal) Fuel/lube/Service Truck. The bid opening on 01/31/2018 revealed offers from Nichols Fleet Equipment @ \$92,139.00 and from Cooper Motor Company at \$69,404.00.

After review by Public Services and the County's Fleet Service Provider, First Vehicle Services, a request was made of the low bid offeror to reposition the tanks and equipment for better weight distribution. Cooper Motor Company, after review, stated they could make the requested revisions with no change in price.

Based on the aforementioned, I hereby recommend that the award of for Bid #17-081, 4x2 F-550 (or Equal) Fuel/Lube/Service Truck be made to Cooper Motor Company of Clinton, SC at \$69,404.00, based on the revised equipment locations. The County will be responsible for the Infrastructure Maintenance Fee (IMF) which replaced the traditional sales tax.

Item Number: 6.c  
Meeting Date: 3/27/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #17-059, Architectural Design Services: Southern Georgetown County Branch Library

**CURRENT STATUS:**

The library seeks a qualified architect of their choice to procure architectural services for the design of the new Southern Georgetown County Branch Library.

**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 two (2) responses received:

- 1) Liollio Architecture of Charleston, SC; and
- 2) Tych & Walker Architects, LLP of Pawleys Island, SC

**FINANCIAL IMPACT:**

This project shall be funded as previously approved in the 2017 Update to the Capital Improvement Plan ("CIP"). Total costs for the Southern Georgetown County Branch Library are projected to be \$2,171,000. The estimated cost for the architectural design portion of the project is \$162,520.

**OPTIONS:**

- 1) Award to Tych & Walker Architects, LLP.
- 2) Deny the request for award.

**STAFF RECOMMENDATIONS:**

The evaluation committee approved by the County Administrator found both bids to be complete bid packages responding to all required specifications. Each also had excellent qualifications and experience with previous public library work. On March 13, 2018, the evaluation committee members interviewed both firms. The committee, nevertheless, unanimously found Tych & Walker Architects, LLP to be the most qualified entity for this specific job due to the following strengths:

- Lowcountry designs very compatible with our rural site and population.
- Extensive regular oversight offered-and previously delivered-by the design principal.
- Proven Georgetown County track record with multiple, successful, local public library projects.
- Recognition by the Bill and Melinda Gates Foundation, by WebJunction, and by the South Carolina Department of Commerce for public library designs in Andrews and Carvers Bay-two sites similar to the Powell Road area.
- Established knowledge of what Georgetown County wants, needs, and can afford.

Based on the aforementioned items, the committee recommends award of RFQ# 17-059, Architectural Design Services: Southern Georgetown County Branch Library go to Tych & Walker

Architects, LLP.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Procurement Solicitation Approval Form	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Recommendation from Mr. Dwight McInvaill, Georgetown County Library Director	Cover Memo



**Georgetown County, South Carolina**  
**PROCUREMENT SOLICITATION APPROVAL**  
**Procurement #17-059**

**Procurement for:** Architectural & Interior Design Services: Southern Georgetown County Branch Library

**Department:** Library

**Budgeted:** ☒-YES ☐-NO

**Budgeted/Estimated Cost:** \$162,520 **FY** 18

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

☒-Cash Purchase

☐-Other (Specify): \_\_\_\_\_

Funding Source Location	
G/L Account Number	Funding Amount
79049.6020-50703	\$2,146,979.00

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

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

**Grant Approval Attached :** ☐-YES ☒-NO

**Dwight McInvaill**

**Department Director/Elected Official**

**Purchasing**

**Finance Director**

**County Administrator**

**1-18-18**

**Date**

**Date**

**Date**

**Date**

## **Southern Georgetown County Library, SC**

Construction Budget (*Projected to 2020*): \$2,146,979

By Dwight McInvaill, Georgetown County Library Director, 1-18-2018

### Construction: \$1,600,000

- Building (8,000 GSF x \$200/sq ft): \$1,600,000

### Site Work: \$85,000

- Pavement and Drainage (\$82,000 - \$70,000 in Pavement and Drainage Work Already Done by the County = \$12,000): \$12,000
- Clearing and Grubbing: \$15,000
- Fill: \$58,000

### Landscaping: \$6,000

- Plants and Irrigation: \$6,000

### Fixtures, Furnishings, & Equipment (FF&E): \$212,000

- General FF&E (including technology equipment budget of \$46,300): \$196,000
- Book Security: \$16,000

### Architectural Fees: \$162,520

- Construction (\$1,600,000 x 7%) \$112,000
- Civil (8,000 GSF x \$4/sq ft = \$32,000 - \$25,000 Civil Work Already Done by the County = \$7,000): \$7,000
- Landscape Architect: \$5,000
- General FF&E (\$196,000 x 12%): \$23,520
- Programming: \$10,000
- Models: \$5,000

### Reimbursables: \$12,000

- Geotechnical: \$5,000
- Surveying: \$2,000
- Printing: \$5,000

### Contingency: \$69,459

- Contingency: \$69,459

Total: \$2,146,979

*\*Please see attached the Technology Equipment Budget of \$46,300.*

## SGCL Technology Equipment Budget

<u>Item</u>	<u>Qty.</u>	<u>Unit Cost</u>	<u>Total</u>
Cisco 2911 Integrated Services Router	1	\$4,900	\$4,900
Cisco WS-C2960S-48FPD-L Switch	2	\$2,500	\$5,000
Cisco AIR-CAP-3502I-A-K9 Wireless Access Point	3	\$220	\$660
Cisco 7945G IP Phone	3	\$178	\$534
Brother Fax Machine	1	\$200	\$200
Samsung 43" LED Smart TV	8	\$800	\$6,400
ViewSonic 1080P HDMI Projector	1	\$1,100	\$1,100
Elite Screens 110" 4K Ready Projector Screen	1	\$350	\$350
Samsung Blu-Ray Player	1	\$92	\$92
Onkyo 7.2 Channel Network A/V Receiver	1	\$599	\$599
Polk Audio RC80i In-Ceiling Speakers (Pair)	3	\$150	\$450
Yamaha YST-FSW150BL Active Subwoofer	1	\$250	\$250
Sanus CFR2115 34" tall Component Rack	1	\$529.99	\$530
HP LaserJet Monochrome Printer	2	\$299.00	\$598
550 Sheet LaserJet Feeder Tray	2	\$175.00	\$350
Dell OptiPlex Desktop PC and Monitor	18	\$1,050.18	\$18,903
Intel NUC Mini PC	4	\$500	\$2,000
Samsung 24" PC Monitor	3	\$129.99	\$390
Teen Machines	6	\$499	\$2,994
Grand Total			\$46,300



**Public Bid Opening Tabulation**  
**RFQ #17-059, Architectural Design Services: Southern Georgetown**  
**County Branch Library**

**Wednesday, February 14, 2018 @ 3:30PM Eastern Time**

<u>OFFEROR</u>	<u>Received [✓]</u>	<u>Comments</u>
<i>Liollo Architecture</i>	✓	
<i>Tych &amp; Walker Architects</i>	✓	

OPENED BY: *[Signature]*

WITNESS: *Aun G. Puckett*



Georgetown County  
Library Services  
Since 1799

## Georgetown County Library

405 Cleland Street  
Georgetown, SC 29440  
843-545-3300

# Memorandum

To: Kyle Prufer, Purchasing Officer

From: Dwight McInvaill, Director

Date: March 14, 2018

Re: **RFQ #17-059: Recommendation for Architectural Services for the Southern Georgetown County Branch Library Project**

---

On February 14, 2018, Georgetown County received responses for Architectural Design Services for the Southern Georgetown County Branch Library Project from these two firms:

- Liollio Architecture
- Tych & Walker Architects.

Based upon a review of the provided bid documents and interviews on March 13, 2018, both companies demonstrated that they met all of the required bid specifications. Each also had excellent qualifications with previous public library work. Equally they demonstrated keen awareness of the important role of the modern public library as a community center.

The review panel, nevertheless, unanimously found Tych & Walker Architects to be the most qualified entity for this specific job due to the following strengths:

- Lowcountry designs very compatible with our rural site and population
- Extensive regular oversight offered – and previously delivered – by the design principal
- Proven Georgetown County track record with multiple, successful, local public library projects
- Recognition by the Bill and Melinda Gates Foundation, by WebJunction, and by the South Carolina Department of Commerce for public library designs in Andrews and Carvers Bay – two sites similar to the Powell Road area
- Established knowledge of what Georgetown County wants, needs, and can afford.

Based on the aforementioned, I hereby recommend that the award of RFQ #17-059 for Architectural Design Services for the Southern Georgetown County Branch Library Project go to Tych & Walker Architects.

###

Item Number: 6.d  
Meeting Date: 3/27/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #15-001, Design/Build for Nine (9) Substation Metal Garage Structures: Change Order 04 for the South Island, Gallop and Gapway communities.

**CURRENT STATUS:**

The County has the sites prepared on which to erect the next three (3) fire substations located in the South Island, Gallop and Gapway communities. This authorization will be Change Order 04 in the contract sequence.

**POINTS TO CONSIDER:**

County Council originally approved the Design/Build contract with Sellers General Construction on July 03, 2015. The original agreement was for (9) substations, of which three (3) are complete. This change order will authorize erection of an additional (3) stations.

**FINANCIAL IMPACT:**

This project is funded under the Capital Projects Sales Tax, as follows:

South Island: G/L 89007.50000.0507.50703 @ \$32,718.62;

Gallop: G/L 89007.50000.0503.50703 @ \$32,718.62; and

Gapway/Indian Hut: G/L 89007.50000.0509.50703 @ \$32,718.62.

**OPTIONS:**

1) Approve Change Order 04 under Contract 15-001 with Sellers General Construction for erection of three (3) additional fire substations, to total \$98,155.86;

-OR-

2) Decline to approve the work.

**STAFF RECOMMENDATIONS:**

This ongoing project is a collaboration between Public Services, Capital Projects, Public Works, Emergency Services, and County Fire. Staff supports the continuance for the next three (3) substation.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
□ Contract #15-001, Change Order 04	Exhibit



*Georgetown County, South Carolina*  
Execution of Contract Change or Adjustment


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

Contract #	Sequence #	Amendment #
15-001	4	
Project #	GL Account	Purchase Order
Fire Substations	89007.50000	
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$216,067.31	\$98,155.86	\$314,223.17

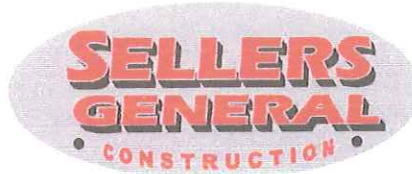
Administration Use ONLY		
	Signature	Date
Budget Verified:		
Change Originator:	Art Baker	03/21/21

<b>Consultant Name:</b>	Sellers General Construction LLC
<b>Contract Title:</b>	Design/Build for nine (9) Substation Metal Garage Structures
<b>Task Order Name:</b>	Phase I - Authorize Additional Locations at South Island, Gallop and Gapway
<b>Scope of Work:</b>	see attached schedule =====
	Total Change Order \$ 98,155.86
<b>List Authorized Sub-Consultants:</b>	ACI Buildings
<b>Deliverables:</b>	Three (3) complete metal building fire substations for South Island, Gallop and Gapway community locations.
<b>Justification for Change:</b>	- Addition: Continuation of project (3 FSSs) - Deduct: Metal Buildings already purchased under CO#3 - Addition: Price increase due to delay in project (8/4/15 to 3/21/18)
<b>Start Date:</b> NTP	<b>Completion Date:</b> 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.*

<p>Georgetown County, SC Signatures:</p> <div style="text-align: center;">   <u>03/21/18</u>  Date </div> <p>Ray C. Funnye Director of Public Services</p> <div style="text-align: center;"> <u>03/27/18</u>  Date </div> <p>Johnny Morant, Chairman Georgetown County Council</p>	<p>Sellers General Construction LLC</p> <div style="text-align: center;"> (see attached)  _____  (Signature) </div> <div style="text-align: center;"> <u>03/21/18</u>  Date </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>NOTES:</b></p> <p>1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract.</p> <p>2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work.</p> <p>3. Attach additional budget forms as needed when multiple tasks and resources are proposed.</p> </div>
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Change Order # 4 - Summary					
Type	Description	Qty	Unit	Unit Price	Total Price
Addition	South Island FSS (Per Original Bid)	1	Each	\$ 43,222.23	\$ 43,222.23
Addition	Gallop FSS (Per Original Bid)	1	Each	\$ 43,223.23	\$ 43,223.23
Addition	Gapway FSS (Per Original Bid)	1	Each	\$ 43,224.23	\$ 43,224.23
Deduct	Metal Building-Material Only (Purchased via CO#3)	3	Each	\$ (13,089.60)	\$ (39,268.80)
Addition	Price Increase due to project delay (8/4/15 to 3/21/18)	3	Each	\$ 2,584.99	\$ 7,754.97
<b>Total</b>					<b>\$ 98,155.86</b>



January 10, 2018

Georgetown County  
Attn: Art Baker, PE  
Engineering and Capital Projects Director  
Department of Public Services  
Georgetown County, S.C. 29440  
[abaker@gtcounty.org](mailto:abaker@gtcounty.org)

Subject: Cost Increase for Fire Substations

18920 North Fraser St, Georgetown, SC 29440  
12790 Carvers Bay Rd, Hemingway, SC 29554  
270 Williams Hill Rd, Hemingway, SC 29554

Schedule of Values	09/11/2015	01/08/2018
1. Concrete Slab	\$14,541.33	\$15,995.46
2. Building Cost	\$13,410.80	\$13,410.80
3. Building Erection	\$4,320.80	\$4,666.64
4. Overhead Doors	\$7,730.40	\$8,194.22
5. Walk Doors	\$1,997.15	\$2,196.26
6. Bollards	\$1,221.66	\$1,343.83
Total Cost:	\$43,222.22	\$45,807.21

INCREASE =  
\$2,584.99 EACH

Thank you for the opportunity to give you this increase and after you have reviewed, please contact me with any questions or concerns.

Sincerely,

*Johnny E. Sellers*  
Sellers General Construction, LLC  
(843) 385-2026



---

September 11, 2015

Georgetown County Fire Garages  
18920 North Fraser St, Georgetown, SC 29440  
12790 Carvers Bay Rd, Hemingway, SC 29554  
270 Williams Hill Rd, Hemingway, SC 29554

**Schedule of Values for Each Building**

1. Concrete Slab	\$14,541.33
2. Building Cost	\$13,410.80
3. Building Erection	\$4,320.88
4. Overhead Doors	\$7,730.40
5. Walk Door	\$1,997.15
6. Bollards	\$1,221.66

Total Per Building: \$43,222.22

If you have any questions/concerns, please don't hesitate to contact me.

Sincerely,

*Johnny E. Sellers*

Sellers General Construction, LLC  
(843) 385-2026

**Item Number:** 8.a  
**Meeting Date:** 3/27/2018  
**Item Type:** APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Disabilities & Special Needs Board

**CURRENT STATUS:**

Pending reappointment of two current board members.

**POINTS TO CONSIDER:**

Thomas Williams currently serves on the Georgetown County Board of Disabilities and Special Needs representing Council District 6. His current term has ended, and Councilmember Steve Goggans desires to nominate Mr. Williams for reappointment to this Board.

Ann Palmer also serves on the Georgetown County Board of Disabilities and Special Needs representing Council District 1. Her current term has also ended, and Councilmember John Thomas desires to nominate her for another term of service.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Ratify nomination of Thomas Williams and Ann Palmer to the Georgetown County Board of Disabilities and Special Needs.
2. Do not ratify these nominations for re-appointment.

**STAFF RECOMMENDATIONS:**

Ratify nomination of Thomas Williams to the Georgetown County Board of Disabilities and Special Needs, representing Council District 6.

Ratify nomination of Ann Palmer to the Georgetown County Board of Disabilities and Special Needs, representing Council District 1.

**Item Number:** 8.b  
**Meeting Date:** 3/27/2018  
**Item Type:** APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**  
Economic Development Alliance Board

**CURRENT STATUS:**  
Pending

**POINTS TO CONSIDER:**  
Councilmember Lillie Jean Johnson would like to re-appoint Ms. Vanessa Green to another term on the Economic Development Alliance Board representing Council District 4.

If reappointed, Ms. Green's term of service will end on March 15, 2022.

**OPTIONS:**

1. Ratify reappointment of Vanessa Green to the Economic Development Alliance Board.
2. Do not ratify this appointment.

**STAFF RECOMMENDATIONS:**

Recommendation to ratify the reappointment of Ms. Vanessa Green to the Economic Development Alliance Board (representing County Council District 4).

**Item Number:** 8.c  
**Meeting Date:** 3/27/2018  
**Item Type:** APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Georgetown Fire District 1 - Board Appointment

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

The Georgetown County Fire District 1 Board consists of seven members. Five members of the board are appointed to represent the Council Districts located within the Fire District. Two of the board members are appointed to serve "at large".

James "Al" Dennis currently serves on the Board as an "at large" member. His current term of service ended on March 15, 2018. Mr. Dennis is an active member of the board, and is eligible for reappointment to another term of service.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Reappoint James "Al" Dennis to the Georgetown County Fire 1 District Board.
2. Do not ratify this appointment.

**STAFF RECOMMENDATIONS:**

Ratify reappointment of Mr. James "Al" Dennis to the Georgetown County Fire District 1 Board (at large member).

**Item Number:** 9.a  
**Meeting Date:** 3/27/2018  
**Item Type:** RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Proclamation No. 2018-07 - Declaration of March 2018 as American Red Cross Month

**CURRENT STATUS:**

Pending adoption

**POINTS TO CONSIDER:**

The American Red Cross saw a record-breaking year in 2017 of challenging domestic and international response efforts. Through the support of its volunteers, in just 45 days, the Red Cross responded to six of the largest and most complex disasters of 2017 including back-to-back hurricanes, the deadliest week of wildfires in California history, and the horrific mass shooting in Las Vegas. In addition, the Red Cross responded to nearly 50,000 home fires in 2017, providing casework assistance to help 76,000 families recover.

In the Lowcountry, the Red Cross has a long history of helping our neighbors in need. The Lowcountry SC chapter assisted with more than 430 local disasters in the past year alone. They installed nearly 6,700 smoke alarms with their partners, which include many of our fine fire departments. In our area, the Red Cross handles an average of more than 2,700 emergency military calls every year collects an average of 30,000 units of blood from our generous blood donors.

March is American Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes throughout the Lowcountry who give of themselves to assist their neighbors when they need a helping hand.

Proclamation No. 2018-07 dedicates the month of March in support of the American Red Cross, and their mission to prevent and alleviate human suffering in the face of emergencies, and in recognizing that our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Adopt Proclamation No. 2018-07 to declare March 2018 as American Red Cross Month in Georgetown County.
2. Do not adopt Proclamation No. 2018-07.

**STAFF RECOMMENDATIONS:**

Staff recommends the adoption of Proclamation No. 2018-07 declaring March 2018 as American Red

Cross Month in Georgetown County.

**ATTACHMENTS:**

Description	Type
▫ Resolution No. 2018-07 Declaring March 2018 as Red Cross Month	Resolution Letter

## Proclamation No. 2018-07

COUNTY OF GEORGETOWN   )  
  )  
STATE OF SOUTH CAROLINA   )

**Declaration of March 2018 as**  
  
***American Red Cross Month***

**WHEREAS**, the American Red Cross saw a record-breaking year in 2017 of challenging domestic and international response efforts. Through the support of its volunteers, in just 45 days, the Red Cross responded to six of the largest and most complex disasters of 2017 including back-to-back hurricanes, the deadliest week of wildfires in California history, and the horrific mass shooting in Las Vegas. In addition, the Red Cross responded to nearly 50,000 home fires in 2017, providing casework assistance to help 76,000 families recover; and

**WHEREAS**, in the Lowcountry, the Red Cross has a long history of helping our neighbors in need. The Lowcountry SC chapter assisted with more than 430 local disasters in the past year alone. They installed nearly 6,700 smoke alarms with their partners, which include many of our fine fire departments. In our area, the Red Cross handles an average of more than 2,700 emergency military calls every year collects an average of 30,000 units of blood from our generous blood donors; and

**WHEREAS**, March is American Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes throughout the Lowcountry who give of themselves to assist their neighbors when they need a helping hand; and

**WHEREAS**, across the country and around the world, the American Red Cross responds to disasters big and small. It collects about 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration; and

**WHEREAS**, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission; and

**NOW, THEREFORE**, Georgetown County Council does hereby proclaim March 2018 as

### ***American Red Cross Month***

and encourages all Americans to support this organization and its noble humanitarian mission.

**SO SHALL IT BE**, this 27<sup>th</sup> day of March, in the year of our Lord two thousand eighteen, and of the Georgetown, South Carolina.

---

Johnny Morant, Chairman  
Georgetown County Council

ATTEST:

---

Theresa E. Floyd, Clerk to Council

**Item Number:** 9.b  
**Meeting Date:** 3/27/2018  
**Item Type:** RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Resolution No. 2018-08 - In Support of the North Inlet-Winyah Bay National Estuarine Research Reserve (NI-WB NERR)

**CURRENT STATUS:**

Georgetown County benefits greatly from the North Inlet-Winyah Bay National Estuarine Research Reserve. The National Estuarine Research Reserve System is a network of 29 coastal sites, including NI-WB NERR, designated to protect and study estuarine systems. Established through the Coastal Zone Management Act of 1972, the reserves represent a partnership program between NOAA and the coastal states.

The President's budget has zeroed out a number of programs, including the NOAA/NERRS line item.

Wendy Allen, Manager of the North Inlet-Winyah Bay National Estuarine Research Reserve is in Washington, DC conferring with the National Estuarine Research Reserve Association (NERRA) and lobbying for funding for NOAA/NERR. She previously contacted Councilmember John Thomas requesting support via letters to US Congressional Representatives regarding sustained funding of our reserve and the NERRS budget.

**POINTS TO CONSIDER:**

The North Inlet-Winyah Bay National Estuarine Research Reserve was designated in 1992 and is located in Georgetown County, South Carolina. It encompasses 18,916 acres of tidal marshes and wetlands, much of which is on Hobcaw Barony, the property of the Belle W. Baruch Foundation, that manages its lands in perpetuity for conservation, research and education.

The NI-WB NERR is administered by the Belle W. Baruch Institute for Marine and Coastal Sciences of the University of South Carolina. NOAA's Office for Coastal Management provides funding, national guidance, and technical assistance.

North Inlet is an ocean-dominated estuary with extensive salt marshes and a small forested watershed that is largely undeveloped. In contrast, Winyah Bay is a brackish-water estuary (the third largest on the East Coast) that drains five major rivers and is influenced by agriculture, industry, and other human activities. This reserve provides habitat for many species, including federally threatened and endangered sea turtles, sturgeon, red knots, and wood storks.

The reserve conducts scientific research and provides education programs needed by South Carolina's coastal counties and the nation to conserve and manage coastal resources.

**OPTIONS:**

1. Adopt Resolution No. 2018-08 in Support of the North Inlet-Winyah Bay National Estuarine Research Reserve.

2. Do not Resolution No. 2018-08.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Resolution No. 2018-08 in support of the North Inlet-Winyah Bay National Estuarine Research Reserve.

**ATTACHMENTS:**

Description	Type
▣ Resolution No. 2018-08 Support of NIWB-NERR	Resolution Letter
▣ NERR Support Letter	Backup Material

## Resolution No. 2018-08

COUNTY OF GEORGETOWN	)	In Support of the North-Inlet Winyah Bay
	)	National Estuarine Research Reserve
STATE OF SOUTH CAROLINA	)	

**Whereas**, the mission of Georgetown County Government is to promote the health, safety, and welfare of citizens; and

**Whereas**, the NI-WB NERR, located in Georgetown County, supports the County's mission by conducting scientific research and providing education programs needed by South Carolina's coastal counties to conserve and manage coastal resources; and

**Whereas**, The NI-WB NERR is one of the most studied estuaries in the world, with some long-term studies spanning more than 35 years, more than 80 different studies conducted in the reserve annually, and over 15,000 people visiting its Discovery Center each year to participate in educational programs; and

**Whereas**, The NERR Coastal Training Program provides science-based information, tools, technical training, and assistance to coastal decision makers (county and municipal officials, planners, engineers, and developers) whose decisions affect coastal resources. Last year 360 community decision makers were provided with information they used to address land use, stormwater and flooding issues; and

**Whereas**, through its Living Shorelines Study, the effectiveness of different approaches to reduce erosion along marsh edges are examined, and the study will help guide the South Carolina Department of Health and Environmental Control's future shoreline protection policies; and

**Whereas**, the reserve continues research on stormwater ponds and their effectiveness in removing pollutants, leading an effort to identify, map, and classify the 21,000 ponds that exist in South Carolina's coastal counties, over 9,000 of which are associated with coastal development; and

**Whereas**, the NERR mission includes an emphasis on education, with school programs for K-12 students and teachers including in-school programming as well as field studies conducted on site. The Reserve has reached over 50,000 students directly since its establishment 26 years ago, and each year trains about 50 teachers in science, technology, engineering, and math and each of these teachers in turn reach on average 26 students; and

**Whereas**, the Georgetown Sustainability Coalition, designated as a United Nations Regional Centre of Expertise, was formed by the NI-WB NERR, Coastal Carolina University, and county and municipal leaders, and is the only regional center of expertise on the east coast in a network of 154 worldwide. The Coalition is addressing long-term environmental, social and economic sustainability for Georgetown County to inform the Georgetown community in resiliency planning; and

**Whereas**, NERR scientific research focused on coastal ecology and coastal management issues has benefitted communities throughout the Southeast, including Murrells Inlet, SC. A NOAA supported study through the Urbanization and Southeastern Estuarine System (USES) Initiative utilized Murrells Inlet as a case study to analyze the effects of urbanization on coastal estuaries.

**NOW, THEREFORE, BE IT RESOLVED THAT** Georgetown County Council recognizes that North Inlet-Winyah Bay National Estuarine Research Reserve science, education, training, and technical support provides essential value to the state of South Carolina and coastal counties, and supports continued funding, guidance, and technical support from NOAA through the Coastal Zone Management Act of 1972.

Adopted this 27th Day of March, 2018.

---

Johnny Morant, Chairman

ATTEST:

---

Theresa Floyd, Clerk



John W. Thomas  
Georgetown County Council, District 1

The Honorable Lindsey Graham  
United States Senator  
290 Russell Senate Office Building  
Washington, DC 20510

March 9, 2018

Dear Senator Graham,

Our community benefits greatly from the North Inlet – Winyah Bay National Estuarine Research Reserve (NI-WB NERR), comprised of about 18,000 acres of tidal marshes and wetlands near Georgetown, SC. The NI-WB NERR is one of 29 reserves around the nation dedicated to science and education that enhance our country's coastal resources and communities. Our whole region benefits from the research and education programs provided by the NI-WB NERR, and, as a Georgetown County Council member, I have seen the contributions of the good science performed at the NERR in informing long range coastal planning.

The President's budget has zeroed out a number of programs, including the NOAA/NERRS line item. I am writing to ask you to please support funding of the NERRS Commerce, CJS, NERRA Operations budget line at \$27M and the PAC line at \$1.7M.

The coastal region of South Carolina has been impacted by extreme weather events in recent years including the historic floods of 2015, Hurricanes Matthew and Irma, and King Tides that have become more frequent and severe in recent years, causing damaging flooding in coastal cities and towns. These extreme events are not unique to our state and underscore our nation's need for the kind of science and real time data that the National Estuarine Research Reserve System provides. Our coastal communities depend on accurate, reliable, and relevant information provided by the NI-WB NERR and the other 28 reserves that can be used to make communities more economically and ecologically resilient and sustainable.

Research, education, stewardship and training programs carried out in all 29 reserves amplify the impact of federal tax dollars. They leverage NOAA and other federal resources and expertise with support from state agencies, universities and colleges, and NGOs to meet community needs.

Reserves work hand in hand with other NOAA programs such as the coastal program, B-WET, Sea Grant, and NCCOS. I support funding for those programs also given that this close collaboration results in increased efficiencies and dollars saved.

Again, please support funding for NOAA's NERRS Operations at \$27M and NERRS PAC funds at \$1.7M. This funding will mean an additional person at the NI-WB NERR focused on our community's needs.

Sincerely,

A handwritten signature in blue ink that reads "John Thomas". The signature is stylized with a large, flowing "J" and "T".

**Item Number:** 9.c  
**Meeting Date:** 3/27/2018  
**Item Type:** RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

RESOLUTION NO. 2018-09 - A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC., WHEREBY, UNDER CERTAIN CONDITIONS, GEORGETOWN COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES; AND PROVIDING FOR RELATED MATTERS.

**CURRENT STATUS:**

Pending adoption.

**OPTIONS:**

1. Adopt Resolution No. 2018-09.
2. Do not adopt Resolution No. 2018-09.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Resolution No. 2018-09.

**ATTACHMENTS:**

Description		Type
□	Resolution No. 2018-09 Authorizing Inducement	Resolution Letter
	Resolution	

## RESOLUTION NO. 2018-09

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC., WHEREBY, UNDER CERTAIN CONDITIONS, GEORGETOWN COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, Georgetown County, South Carolina (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), and Title 4, Chapter 1 (the “*Park Act*”), Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as “projects” in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through all such powers, the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, Liberty Steel Georgetown, Inc. (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its manufacturing facilities located at 420 South Hazard Street, Georgetown, South Carolina, in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$16,600,000.00 in non-exempt investment and the expected creation of approximately 150 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

**WHEREAS**, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company pursuant to the FILOT Act and the Park Act (a “*Fee Agreement*”), thereby providing for certain fee in lieu of tax with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

**WHEREAS**, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and

**WHEREAS**, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Park Act to enter into agreements (each a “*Park Agreement*”) with one or more contiguous South Carolina counties for the creation and operation of one or more joint-county industrial and business parks (each a “*Park*”), and the County intends, to the extent it is not already so located, to cause the site on which the Project is or will be located to be included within a new or existing Park by execution of a new, or modification of an existing, Park Agreement with a one or

more adjoining South Carolina counties; provided, however, that, to the extent the site on which the Project is or is to be located exists in whole or in part within the corporate boundaries of any municipality, the consent of such municipality to the inclusion of such site or portion thereof within the Park must be obtained in accordance with the requirements of the Park Act; and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council as follows:

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act, and the Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the FILOT Act, there is hereby authorized to be executed an Inducement Agreement and Millage Rate Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***“Inducement Agreement”***) so as to establish, among other things, that the County and the Company will be parties to a Fee Agreement.

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of a Park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within joint-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement; provided, however, that, to the extent the site on which the Project is or is to be located exists in whole or in part within the corporate boundaries of any municipality, the consent of such municipality to the inclusion of such site or portion thereof within the Park must be obtained in accordance with the requirements of the Park Act.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

.

**DONE** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GEORGETOWN COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman of County Council

\_\_\_\_\_  
County Administrator

Attest:

\_\_\_\_\_  
Clerk to County Council

**STATE OF SOUTH CAROLINA**

**COUNTY OF GEORGETOWN**

I, the undersigned Clerk to County Council of Georgetown County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of \_\_\_\_\_, 2018, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

\_\_\_\_\_  
Clerk to Georgetown County Council

Dated: \_\_\_\_\_, 2018

**INDUCEMENT AGREEMENT  
AND MILLAGE RATE AGREEMENT**

**THIS INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT** (this “**Agreement**”) made and entered into as of \_\_\_\_\_, 2018 by and between **GEORGETOWN COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “**County**”), and **LIBERTY STEEL GEORGETOWN, INC.**, a Delaware corporation (the “**Company**”).

**WITNESSETH:**

**ARTICLE I  
RECITATION OF FACTS**

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the “**FILOT Act**”) and Title 4, Chapter 1 (the “**Park Act**”), Code of Laws of South Carolina 1976, as amended (the “**Code**”), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, through all such powers the development of the State of South Carolina (the “**State**”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its manufacturing facilities located at 420 South Hazard Street, Georgetown, South Carolina, in the County (collectively, the “**Project**”), which will result in an expected investment by the Company in the Project of approximately \$25,600,000.00, but not less than \$16,600,000.00 (the “**Minimum Investment**”), and the expected creation by the Company of at least 150 net new, full-time, jobs (with benefits) with respect thereto (the “**Jobs Creation Target**”), all by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the “**Investment Period**”).

(c) Pursuant to the authority of Section 4-1-170 of the Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a joint-county industrial and business park (the “**Park**”) established by the County pursuant to qualifying agreement with one or more adjoining counties in the State (the “**Park Agreement**”); provided, however, that the Company acknowledges that, as the Project site is located within the corporate boundaries of the City of Georgetown, South Carolina (the “**City**”), that the City’s consent to the inclusion of the Project site within a Park is required by the Park Act.

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT

Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Park Act, , that the Company will, subject to the City's consent to the addition of the Project site to a Park, be afforded certain credits as described herein against its payments in lieu of taxes made with respect to the Project to offset a portion of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Park Act and a Resolution of the County Council dated \_\_\_\_\_, 2018, and on the terms and conditions set forth.

## **ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY**

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax Agreement with the Company with respect to the Project (the "***Fee Agreement***").

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of twenty (20) years, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of twenty (20) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6.0%; (ii) a fixed millage rate of 293.5 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2017); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property

tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State. The County shall seek in good faith the consent of the City to the inclusion of the Project site within a Park in satisfaction of the requirements of the Park Act, but shall not be liable to the Company, under this Agreement or otherwise, in the event the City refuses to provide such consent; provided, however, that, subject to all other requirements and limitations set forth herein, in such event the County will still enter into a Fee Agreement with the Company which shall provide the Company with the incentive of a negotiated FILOT calculated as set forth in Section 2.3 hereof.

Section 2.8. Should the Company fail to collectively invest at least the Minimum Investment in connection with the Project, by the end of the Investment Period, the Company shall be liable for the difference between the amount of payments in lieu of taxes actually paid pursuant to the Fee Agreement and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.

### **ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY**

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting

the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate itself to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company agrees also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned which are incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Minimum Investment and the Jobs Creation Target during the Investment Period.

#### **ARTICLE IV GENERAL PROVISIONS**

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT IS A LIMITED OBLIGATION OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE IN LIEU OF TAX PAYMENTS RECEIVED AND RETAINED BY THE COUNTY WITH REGARD TO THE PROJECT, AND DOES NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND

DOES NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the enactment by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company within one (1) year after execution and delivery by the County, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of its rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. References to the Company herein shall include and also refer to any Sponsor Affiliate (as such term is defined in the FILOT Act) to the extent such entity executes the Fee Agreement or otherwise joins with the Company and becomes bound by the terms of the Fee Agreement in accordance with the FILOT Act and the terms of the Fee Agreement.

Section 4.7. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.8. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.9. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

[signature pages follow]

**IN WITNESS WHEREOF**, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

**GEORGETOWN COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman of County Council

\_\_\_\_\_  
County Administrator

Attest:

By: \_\_\_\_\_  
Clerk to County Council of Georgetown County

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**LIBERTY STEEL GEORGETOWN, INC.**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

<b>Item Number:</b> 11.a
<b>Meeting Date:</b> 3/27/2018
<b>Item Type:</b> SECOND READING OF ORDINANCES

**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-05 - A proposed zoning text amendment to the Zoning Ordinance to allow accessory dwelling units in certain zoning districts.

**CURRENT STATUS:**

Currently, accessory dwelling units are allowed in the General Residential (GR), Rural General Residential (RG), Five Acre Residential (R-5AC) and Preservation

**POINTS TO CONSIDER:**

1. The County frequently receives plans that show space, particularly attic space, that could be converted into a small living space. It has been the policy of the County to encourage the use of space in a way that is safe and sound.
2. Staff considered the issue of length of stay or short-term versus long-term rentals. The attached ordinance addresses long term stays which were deemed to be appropriate.
3. Accessory dwelling units (ADU's) are also referred to as garage apartments, granny flats and mother-in-law suites in some localities. They are not duplexes which are subject to different rules.
4. Staff believes there are many benefits to accessory dwelling units such as providing affordable housing, promoting on-site care giving, providing smaller spaces for those who need them.
5. The General Residential (GR) District currently requires the addition of 2,000 square feet to a standard lot to accommodate a second family. Staff utilized this ordinance to allow for a second dwelling unit.
6. Staff does not believe this ordinance will spark a huge surge of accessory dwellings, but will be greatly beneficial to those families needing such a dwelling. This ordinance allows for a family to want to downsize.
7. Staff did not recommend that the type of occupancy be addressed beyond limiting it to long term. It is not practical to limit occupancy to blood relatives as staff promotes promoting affordable housing which is a primary County goal.
8. Staff earlier presented an ordinance that related the size of the accessory dwellings to lot size. It has since been decided that this approach may have unintended consequences.
9. Staff recommended approval for the attached ordinance.
10. The Planning Commission held a public hearing on this issue at their February 15th meeting. A representative from the Hagley Estates POA spoke with concerns regarding restrictions. The PC discussed the possibility of requiring letters of notification to immediately adjacent property owners as part of the building permit application process.
11. The Commission voted 7 to 0 to recommend approval for the attached ordinance.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve as recommended by PC
2. Approve an amended text change
3. Deny text change
4. Remand to PC for further study
5. Defer action

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

	Description
1	Ordinance No. 2018-05 proposed zoning text amendment to the Zoning Ordinance to allow accessory dwelling units in certain zoning districts.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: 2018-05

**AN ORDINANCE TO AMEND ARTICLE III, DEFINITIONS, AND ARTICLE VI REQUIREMENTS BY DISTRICT, SECTIONS 601, 602, 603, 604, 605, 607, 610, 611, 622, 623, 625, 627, 628, 629, AND 630 OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA TO ADDRESS ACCESSORY DWELLINGS**

**WHEREAS, THE CREATION OF AFFORDABLE HOUSING IS A GOAL OF GEORGETOWN COUNTY; AND  
WHEREAS, MANY FAMILIES WANT THEIR AGING MEMBERS TO ENJOY THE EMOTIONAL AND FINANCIAL BENEFITS OF LIVING NEAR THEIR FAMILIES AND CARE GIVERS; AND  
WHEREAS, HOME OWNERSHIP IS INCREASINGLY DIFFICULT AND REVENUE GENERATED FROM AN ACCESSORY DWELLING WILL GREATLY BENEFIT A HOME OWNER; AND  
WHEREAS, MANY PEOPLE DO NOT NEED OR DESIRE LARGE SQUARE FOOTAGE TO ENJOY LIFE; AND  
WHEREAS, ACCESSORY DWELLINGS WOULD NOT CAUSE HARM TO NEIGHBORHOODS AND THIS ORDINANCE HAS NO EFFECT ON SUBDIVISIONS WITH CONFLICTING DEED RESTRICTIONS OR COVENANTS; AND  
WHEREAS, THIS ORDINANCE DOES NOT ENCOURAGE SHORT-TERM RENTALS.**

**NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, THAT ARTICLE III, DEFINITIONS, SECTION 339, DWELLING UNIT, OF THE ZONING ORDINANCE BE AMENDED BY ADDING SUBSECTION 339.5, ACCESSORY DWELLING UNIT, WHICH SHALL READ AS FOLLOWS:**

339.5 Dwelling Unit, Accessory. A detached secondary single family dwelling that meets the International Building Codes, not to include a mobile home, located on the same parcel as a principal structure. Accessory dwelling units are to provide habitation for long-term periods which shall be deemed to exceed more than ninety (90) consecutive days.

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 601, FOREST AND AGRICULTURE (FA), SUBSECTION 601.108 BE AMENDED TO READ AS FOLLOWS:**

- 601.108        Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 602, ONE ACRE RESIDENTIAL DISTRICT (R-1AC), SUBSECTION 602.101 BE AMENDED TO READ AS FOLLOWS:**

- 602.101        Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 603, ONE HALF ACRE RESIDENTIAL DISTRICT (R-1/2AC), SUBSECTION 603.101 BE AMENDED TO READ AS FOLLOWS:**

- 603.101        Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 604, 10,000 SQUARE FEET RESIDENTIAL DISTRICT (R-10), BE AMENDED BY ADDING SUBSECTION 604.203 WHICH SHALL READ AS FOLLOWS:**

- 604.203        Accessory dwelling unit provided that:

- 604.2031       One accessory dwelling unit shall be allowed on a parcel with a principal use if the total parcel area is at least 12,000 square feet in area and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 605, 10,000 SQUARE FEET RESIDENTIAL DISTRICT (MR-10), SUBSECTION 605.202 BE ADDED TO READ AS FOLLOWS:**

- 605.202        One accessory dwelling unit shall be allowed on a parcel with a principal use if the total parcel area is at least 12,000 square feet. Additionally, an accessory dwelling unit shall not be permitted as

an accessory to a mobile home and the habitable space of the accessory unit shall not exceed nine hundred (900) square feet;

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 610, NEIGHBORHOOD COMMERCIAL DISTRICT (NC), SUBSECTION 610.206 BE AMENDED TO READ AS FOLLOWS:**

610.206        Accessory dwelling units located on a parcel when the single family principal dwelling is not a mobile and the habitable space of the accessory unit does not exceed nine hundred (900) square feet. Detached accessory dwelling structures are not permitted when the principal use of a parcel is not residential.

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 611, GENERAL COMMERCIAL (GC), SUBSECTION 611.221 BE ADDED TO READ AS FOLLOWS:**

611.221        Accessory dwelling units located on a parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet. Detached accessory dwelling structures are not permitted when the principal use of a parcel is not residential.

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 622, VILLAGE 10,000 SQUARE FEET RESIDENTIAL DISTRICT (VR-10), SUBSECTION 622.206 BE ADDED TO READ AS FOLLOWS:**

622.206        One accessory dwelling unit shall be allowed on a parcel with a principal use if the total parcel area is at least 12,000 square feet and the habitable space of the accessory unit does not exceed nine hundred (900) square feet. Additionally, an accessory dwelling unit shall not be permitted as an accessory to a mobile home.

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 623, RURAL VILLAGE COMMERCIAL (RVC), SUBSECTION 623.205 BE ADDED TO READ AS FOLLOWS:**

623.205        One accessory dwelling unit shall be allowed on a parcel with a single family principal dwelling when the single family principal dwelling is not a mobile home and the habitable space of the

accessory unit does not exceed nine hundred (900) square feet. Additionally, an accessory dwelling unit shall not be permitted as an accessory to a mobile home.

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 625, FOREST AGRICULTURE/RESIDENTIAL DISTRICT (FA/R), SUBSECTION 625.106 BE AMENDED TO READ AS FOLLOWS:**

625.106        Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet.

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 627, THREE-QUARTER ACRE RESIDENTIAL DISTRICT (R-3/4AC), SECTION 627.101 BE AMENDED TO READ AS FOLLOWS:**

627.101        Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 628, FOREST AND AGRICULTURE/COMMERCIAL DISTRICT (FA/C), SUBSECTION 628.108 BE AMENDED TO READ AS FOLLOWS:**

628.108        Single family dwellings and one accessory dwelling per parcel when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 629, 8,000 SQUARE FEET RESIDENTIAL DISTRICT (R-8), SUBSECTION 629.203, BE ADDED TO READ AS FOLLOWS:**

629.203        Accessory dwelling unit provided that:

629.2031       One accessory dwelling unit shall be allowed on a parcel with a principal use if the total parcel area is at least 10,000 square feet in

area when the single family principal dwelling is not a mobile home and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

**BE IT FURTHER ORDAINED THAT THE ZONING ORDINANCE, ARTICLE VI, REQUIREMENTS BY DISTRICT, SECTION 630, 6,000 SQUARE FEET DISTRICT (R-6), SUBSECTION 630.301 BE ADDED TO READ AS FOLLOWS:**

630.3 Accessory dwelling unit provided that:

630.301 One accessory dwelling unit shall be allowed on a parcel with a principal single family dwelling that is not a mobile home if the total parcel area is at least 8,000 square feet in area and the habitable space of the accessory unit does not exceed nine hundred (900) square feet;

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

\_\_\_\_\_  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2018-05, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
Wesley P. Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

**Item Number:** 12.a  
**Meeting Date:** 3/27/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-06 - An Ordinance to amend Ordinance No. 2015-27 Authorizing Certain Economic Development Incentives for Black Family Limited Partnership, MPW Inc., and Other Affiliations Including Entering Into A Fee in Lieu of Property Tax Agreement for the Project, and Other related Matters, between Georgetown County, South Carolina, and MPW.

**CURRENT STATUS:**

First Reading by title.

**OPTIONS:**

1. Adoption of Ordinance No. 2018-06.
2. Do not adopt Ordinance No. 2018-06.

**STAFF RECOMMENDATIONS:**

Adoption of Ordinance No. 2018-06.

**Item Number:** 12.b  
**Meeting Date:** 3/27/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

**CURRENT STATUS:**

First Reading by title

**OPTIONS:**

1. Adopt Ordinance No. 2018-07.
2. Do no adopt Ordinance No. 2018-07.

**STAFF RECOMMENDATIONS:**

Adopt Ordinance No. 2018-07.

**Item Number:** 12.c  
**Meeting Date:** 3/27/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

**CURRENT STATUS:**

First Reading by Title

**Item Number:** 12.d  
**Meeting Date:** 3/27/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE ENFORCEMENT THEREOF.

**CURRENT STATUS:**

First Reading by Title Only

Item Number: 16.a  
Meeting Date: 3/27/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-19 - An amendment to the Georgetown County Zoning Map to rezone approximately 948 acres located along the Pennyroyal Road and Sampit River, further identified as tax parcel 01-0437-002-00-00, from Forest and Agriculture (FA) and Conservation Preservation (CP) to Heavy Industrial (HI) and Conservation Preservation (CP).

**CURRENT STATUS:**

Georgetown County has or is acquiring approximately 948 acres of vacant land near Pennyroyal Road to market and utilize for economic development, including possible heavy industrial applications.

**POINTS TO CONSIDER:**

1. The subject parcel is currently zoned FA and CP. CP consists of marshland along the Sampit River and perhaps a small area near Pennyroyal Road. The County proposes to leave CP as it exists today.
2. The current Future Land Use Map show this property as industrial so the rezoning application is consistent with the County's Comprehensive Plan.
3. The site is located approximately 2.5 miles south of US Highway 17, measured from the traffic signal at the intersection of US Highway 17 and Pennyroyal Road. It is adjacent to 3V Chemical and approximately 4,200 feet from the Santee Cooper Generating Station. Mauresina Road runs thru the center of the property. There is some R1/2Ac zoning and three FA zoned dwellings at the end of Mauresina Road. Mauresina Road is a County road.
4. According to a flyer published by the Georgetown County Economic Department, the site has access to rail, water, sewer, natural gas, power, fiber and barge traffic. These are ideal components for economic development. The site includes approximately 4,670 feet of frontage along the Sampit River.
5. The County's Long Range Transportation Plan includes the upgrading of Pennyroyal Road as the need arises. No particular project or use has been identified so traffic counts are not useful for the rezoning process.
6. Any future industrial use which may cause significant noise, dust, vibrations, etc., would have to be located at least 500 feet from any abutting property line.
7. Staff recommended approval of the request.
8. The Planning Commission held a public hearing on this issue at their July 20th meeting. Nine people spoke against the proposed rezoning citing issues such as the history of the site, increased traffic, decreased property values, negative impacts on the environment, water quality, noise and the effect on endangered species. A county representative pointed to the need for jobs that provide a living wage in our area, future evaluations for the site dealing with environmental issues, and the uniqueness of the property due to the adjacent rail, natural gas, water/sewer and barge/river access. After some discussion, the Commission voted 7 to 0 to recommend denial for the proposed rezoning.

**FINANCIAL IMPACT:**

Not applicable due to current information.

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Defer action pending further report from the Land Use Committee.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description		Type
▯	Ordinance No. 2017-19 Penny Royal Road Rezoning	Ordinance
▯	Pennyroyal rd rezoning correspondence (July PC meeting)	Backup Material
▯	Application and attachments (pennyroyal road rezoning)	Backup Material
▯	Pennyroyal rd rezoning correspondance (Aug PC meeting)	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: 2017-19

**AN ORDINANCE TO REZONE APPROXIMATELY 948 ACRES LOCATED ALONG PENNYROYAL ROAD AND THE SAMPIT RIVER, FURTHER IDENTIFIED AS TAX PARCEL 01-0437-002-00-00, FROM FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION (CP) TO HEAVY INDUSTRIAL (HI) AND CONSERVATION PRESERVATION (CP)**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT APPROXIMATELY 948 ACRES OF LAND, FURTHER IDENTIFIED AS TAX PARCEL 01-0437-002-00-00, LOCATED ALONG PENNYROYAL ROAD AND THE SAMPIT RIVER, BE REZONED FROM FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION (CP) TO HEAVY INDUSTRIAL (HI) AND CONSERVATION PRESERVATION (CP).**

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_(SEAL)  
Johnny Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2017-19 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: \_\_\_\_\_



## Tiffany Coleman

---

**From:** Patricia and Joseph Frick <pjfrick@msn.com>  
**Sent:** Tuesday, July 18, 2017 2:03 PM  
**To:** Tiffany Coleman  
**Subject:** REV 6-17-18587

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

BELOW ARE MY COMMENTS CONCERNING THE PROPOSAL TO REZONE 948 ACRES OF FOREST AND AGRICULTURE AND CONSERVATION PRESERVATION TO HEAVY INDUSTRY.

TMS# 01-0437-002-00-00, CASE NUMBER REZ 6-17-18587.

MY HUSBAND AND MYSELF ARE HOMEOWNERS WHOSE PROPERTY ABUTS THIS LAND IN QUESTION.

LET ME BEGIN BY STATING THAT THIS IS A TRAVESTY OF JUSTICE FOR OUR COMMUNITY.

FIRSTLY, GEORGETOWN COUNTY IS ACTING AS AN AGENCY FOR RED MOUNTAIN TIMBER, LLC, A PRIVATE ENTITY, AGAINST THE WISHES OF THE RESIDENTIAL COMMUNITY. YOU ARE SWORN TO UPHOLD OUR INTEREST AND WE ARE THE FOLKS WHO PAY FOR THE GOVERNMENT OF GEORGETOWN COUNTY.

SECONDLY, YOU ARE ATTEMPTING TO REZONE 948 ACRES OF FOREST AND AGRICULTURE (FA) AND CONSERVATION PRESERVATION LAND ON THE SAMPIT RIVER TO HEAVY INDUSTRIAL!!! THAT IS FROM ONE OF THE MOST CONSERVATIONARY CATEGORIES TO THE MOST DANGEROUS AND HIGHLY POLLUTING.

THIS ACTION, IF IT ALLOWED TO PROCEED WILL DESTROY THE RESIDENTIAL COMMUNITY WHICH INCLUDES HOMES, CHURCHES, SCHOOLS, BURIAL GROUNDS, ETC. FURTHERMORE, IT WILL DEVASTATE THE SAMPIT RIVER, WHICH IS PART OF THE WATERSHED FOR THE WACCAMAW RIVER (THE ICW). THE SHRIMP INDUSTRY, BOATING AND TOURISM WILL BE NEGATIVELY IMPACTED. WILDLIFE, AIR QUALITY, SOIL, SOUND, TRAFFIC, ETC. CANNOT WITHSTAND HEAVY INDUSTRY.

THIRDLY, IT IS MY UNDERSTANDING THAT ALL RESPONSIBLE COMMUNITIES THROUGHOUT THE UNITED STATES WILL ONLY SEEK TO REZONE AREAS TO HEAVY INDUSTRIAL IF THEY ARE INLAND, AWAY FROM WATERWAYS AND CERTAINLY AWAY FROM RESIDENTIAL COMMUNITIES. THAT SEEMS TO NOT BE THE POLICY OF GEORGETOWN COUNTY.

FURTHERMORE, THIS ACTION IS BEING FORCED DOWN THE THROAT OF THE COMMUNITY WITH AS LITTLE PUBLICITY AS POSSIBLE!!! THE NOTICE OF THE JULY 20TH MEETING WAS THE FIRST ANY OF US HAD HEARD OF THIS AND WE JUST RECEIVED THAT LESS THAN 3 WEEKS AGO. WHY THE SECRECY?

WE NEED TO KNOW THAT OUR ELECTED OFFICIALS WILL NOT USE THE POWER THAT WE HAVE INVESTED IN THEM TO DESTROY OUR COMMUNITY IN ORDER TO FAVOR THE FINANCIAL INTERESTS OF PRIVATE COMPANIES! PLANNING COMMISSION INTENDS TO VOTE TO MOVE THE REZONING ISSUE FORWARD.

WE WANT THIS REZONING TO BE VOTED DOWN ON JULY 20, 2017.

PATRICIA VENDITTO FRICK

## Tiffany Coleman

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**From:** Deborah Mangan <dmangan@zai-inc.com>  
**Sent:** Wednesday, July 19, 2017 6:21 AM  
**To:** Tiffany Coleman  
**Subject:** Rezoning along the Sampit

We are hoping you will not allow rezoning along the Sampit River. Georgetown is a beautiful, special area. Please keep it natural and pristine.

Thank you,  
Jack and Deborah Mangan  
Residents of Georgetown

Sent from my iPhone



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

## **PROPOSED ZONING AMENDMENT**

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

**THE APPLICANT IS REQUESTING:** (Indicate one)

- ☒ ( X ) A change in the Zoning Map.  
☐ ( ) A change in the Zoning Text.

**The following information must be provided for either request:**

Property Information that you area requesting the change to:

Tax Map (TMS) Number: 01-0437-002-00-00

Street Address: 3200 - 3800 Block of Pennyroyal Rd.

City / State / Zip Code: Georgetown, SC 29440

Lot Dimensions/ Lot Area: 948 Acres

Plat Book / Page: 22 - 154

Current Zoning Classification: FA and CP

Proposed Zoning Classification: HI – Heavy Industry

**Property Owner of Record:**

Name: Red Mountain Timber Co LLC  
C/O Resource Management Services Inc

Address: 9418 Highmarket St

City/ State/ Zip Code: Georgetown, SC 29440

Telephone/Fax Numbers: 205-980-7318

E-mail: CLAIR@RESOURCEMGT.COM

Signature of Owner / Date:  6/5/17

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

**Agent of Owner:**

Name: Georgetown County

Address: 716 Prince St.

City / State / Zip Code: Georgetown, SC 29440

Telephone/Fax: 843-545-3006

E-mail: btucker@gtcounty.org

Signature of Agent/ Date:  6/5/17

Signature of Property Owner:  6/5/17

**Contact Information:**

Name: Brian Tucker, Georgetown County

Address: 716 Prince St. Georgetown, SC 29440

Phone / E-mail: 843-545-3006

**Please provide the following information.**

1. Please submit 12 copies of the site plan or plat (size: 11 x 17 or 24 x 26, as needed)
2. Please explain the rezoning request for this property.

Georgetown County Economic Development is promoting the site as a potential industrial location to increase jobs and enhance the tax base. The site has road, rail, river and gas available which are attractive industries.

**Please provide the following information for a Zoning Text Amendment.**

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

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

2. Indicate the reasons for the proposed changes:

\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

**Fee required for all applications at the time of submittal:**

Rezoning Applications	\$250.00
Text Amendments	\$250.00

**Adjacent Property Owners Information required:**

1. The person requesting the amendment to the Zoning Map or Zoning Text must submit to the Planning office, at the time of application submittal, stamped envelopes for each resident within **Four Hundred Feet (400)** of the subject property. The following return address must appear on the envelope: **"Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."**

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

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

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

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

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

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

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

# SAMPIT RIVER CORRIDOR SITE

## Georgetown County, South Carolina



### SITE OVERVIEW

- ✦ **948 Acre Site**  
Minimal wetlands
- ✦ **Barge Accessible**
- ✦ **Rail**
- ✦ **Natural Gas**
- ✦ **Georgetown Port**  
Less than 5 miles by barge
- ✦ **60 Miles North of the Port of Charleston**

### INFRASTRUCTURE

All figures are approximate

**BARGE ACCESS:** 20' Depth

**RAIL ACCESS:** Possible

**NATURAL GAS:** Heavy Gas Available  
Provided by SCE&G

**WATER:** 1.615 MGD  
Provided by Georgetown County Water and Sewer District

**SEWER:** 2.5 MGD  
Provided by Georgetown County Water and Sewer District

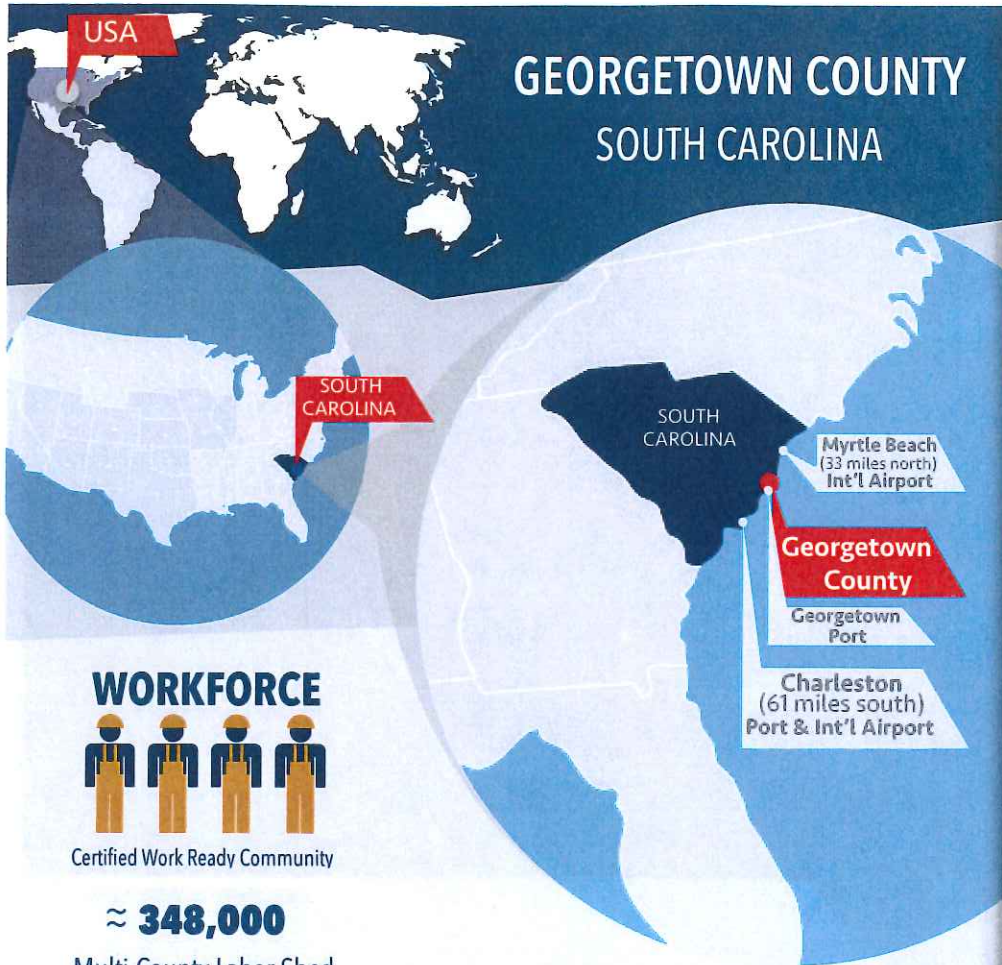
**POWER:** Generating Station one mile from site  
Provided by Santee Elective Cooperative

**FIBER/TELECOMM:** Dual Providers

**An Ocean of Opportunity**  
See [GEORGETOWN.com](http://GEORGETOWN.com)

**Georgetown County Economic Development**  
Brian Tucker - Director  
[btucker@gtcounty.org](mailto:btucker@gtcounty.org) 843.655.2312

# GEORGETOWN COUNTY SOUTH CAROLINA



## WORKFORCE



Certified Work Ready Community

≈ **348,000**

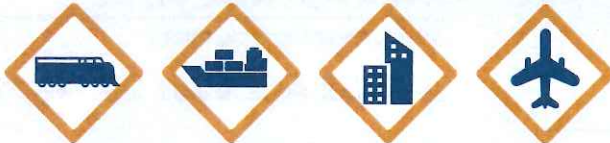
Multi-County Labor Shed

## EDUCATION



Horry-Georgetown Technical College  
Georgetown County School District

## INFRASTRUCTURE



## COMPARE

 Median Home Value  
\$158,00 vs USA \$176,700

Cost of Living Index   
94.8 vs USA 100

 Average Annual Salary  
\$37,482 vs USA \$52,791

**THE ONLY COUNTY IN SC WITH AVAILABLE  
RAIL, GAS, BARGE, & PORT ACCESS**

**CERTIFIED INDUSTRIAL SITES &  
FOUR INDUSTRIAL PARKS**

Two General Aviation Airports in Georgetown County

Data Sources: Jada20 and 2011

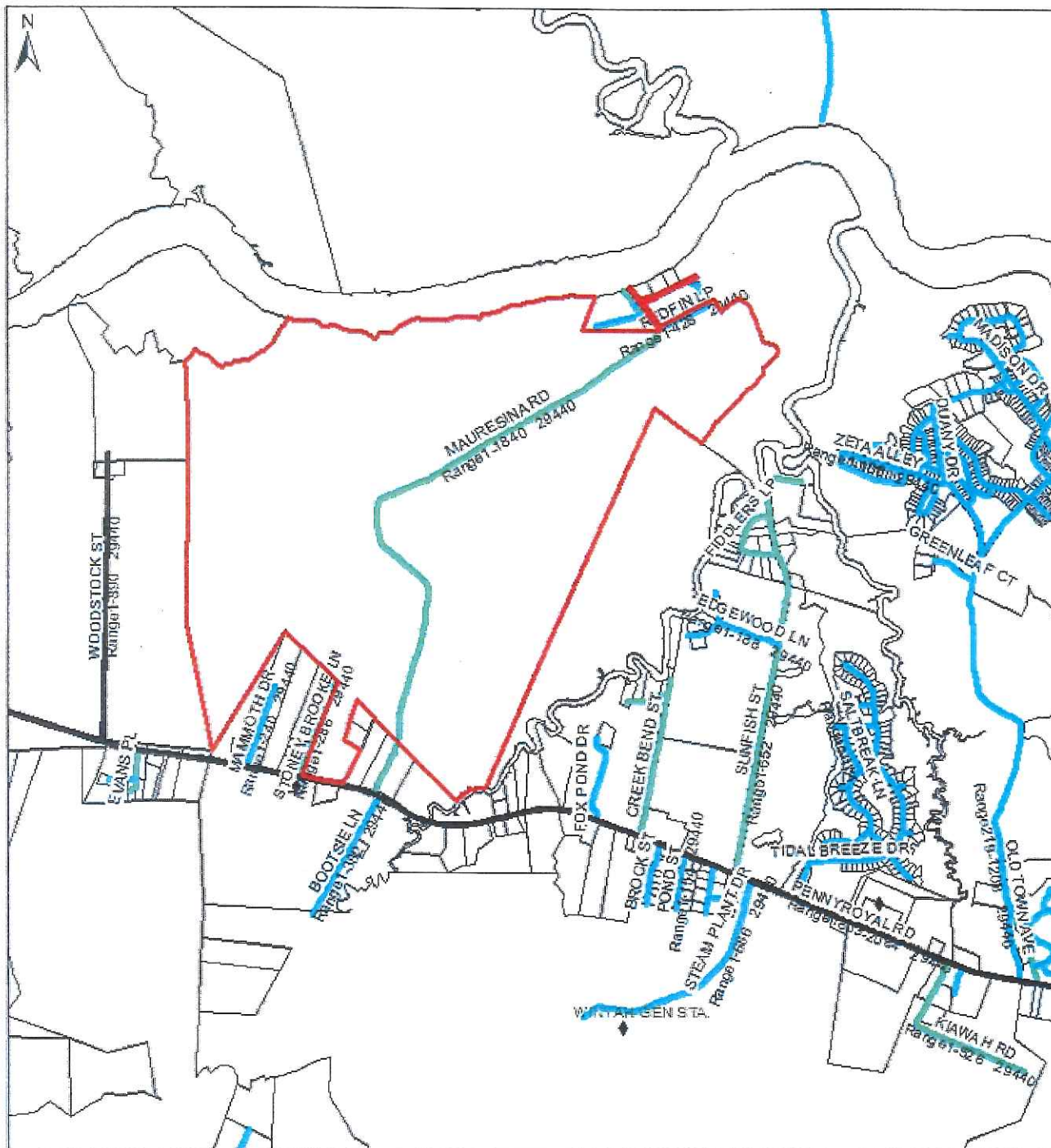
South Carolina named a top state for doing business by Area Development Magazine & Chief Executive Magazine

**An Ocean of Opportunity**  
See**GEORGETOWN.com**

**Georgetown County Economic Development**

Brian Tucker - Director

btucker@gtcounty.org 843.655.2312



Red Mountain Timber Co., LLC  
FA and CP to HI  
Property Location  
REZ 6-17-18587

## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

Red Mountain Timber Co, LLC

Lot Lines

Landmarks

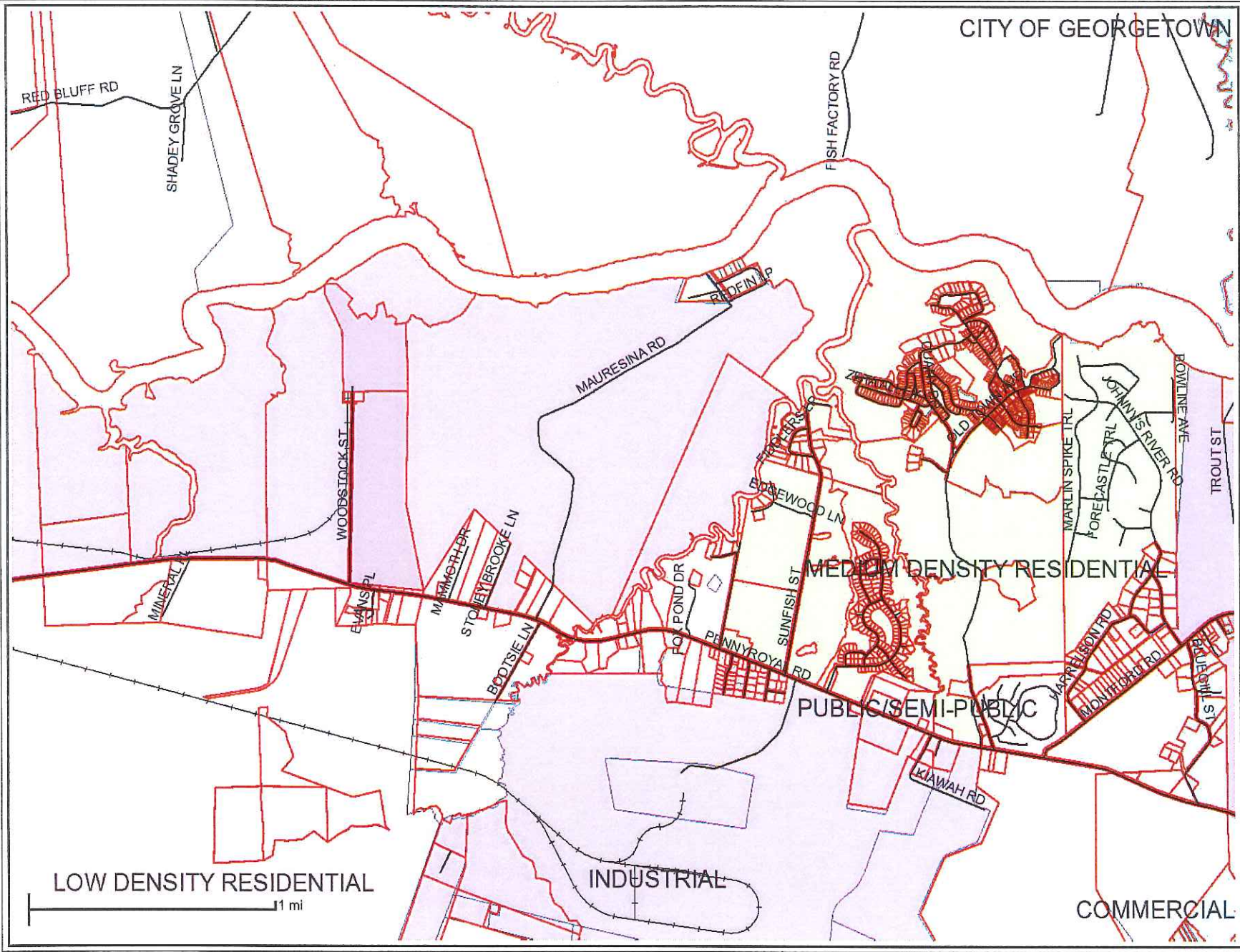
Municipalities

0 700 1,400 2,800 4,200 5,600 Feet

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

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CITY OF GEORGETOWN



LOW DENSITY RESIDENTIAL

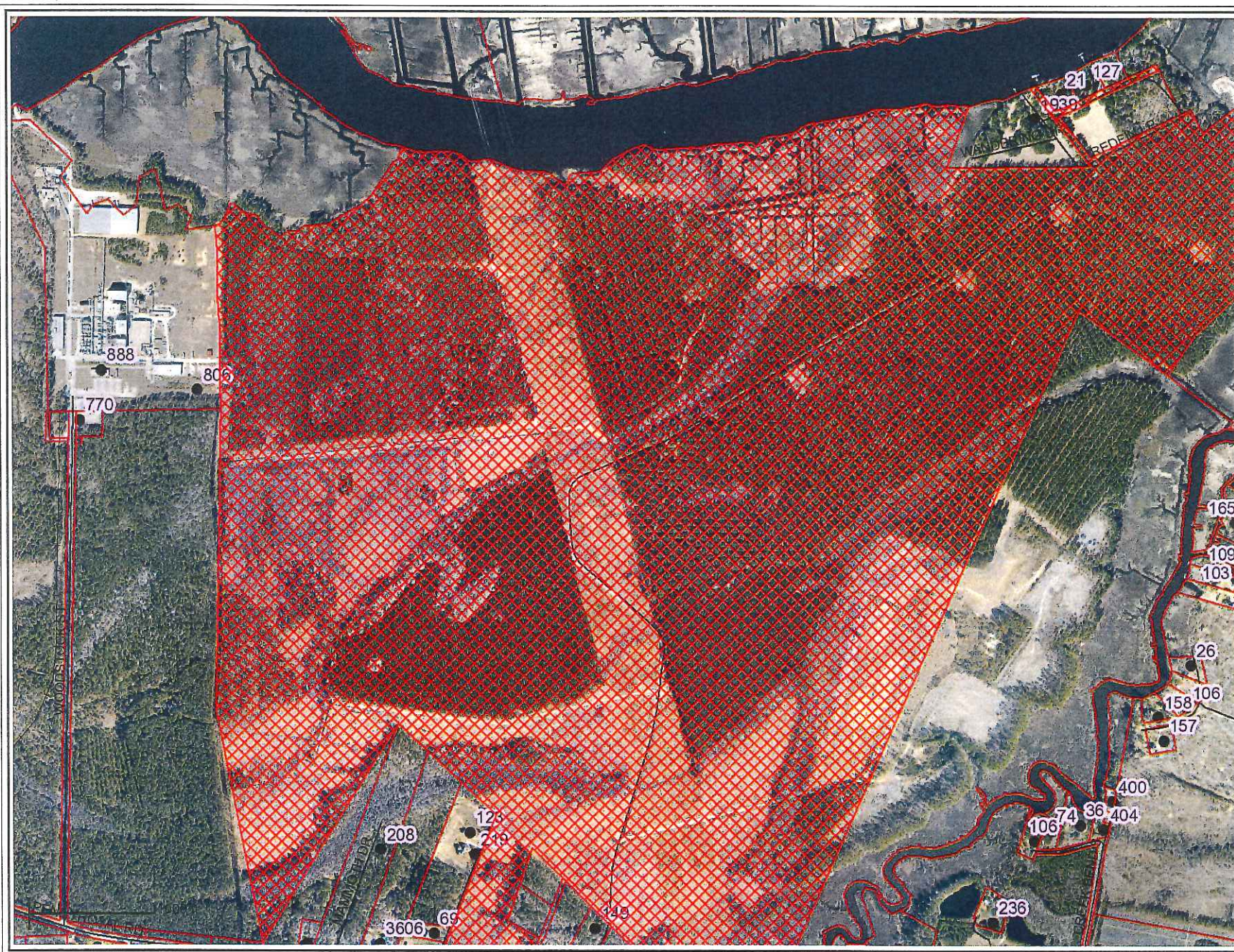
1 mi

INDUSTRIAL

MEDIUM DENSITY RESIDENTIAL

PUBLIC/SEMI-PUBLIC

COMMERCIAL





### **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Georgetown County as agent for Red Mountain Timber, LLC, to rezone approximately 948 acres located north of Pennyroyal Road, near Mauresina Road, and along the Sampit River from Forest and Agriculture (FA) and Conservative Preservation (CP) to Heavy Industry (HI). TMS# 01-0437-002-00-00. Case Number REZ-6-17-18587.

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](mailto:tcoleman@gtcounty.org)*

## Tiffany Coleman

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**From:** jjacobs236@aol.com  
**Sent:** Tuesday, August 15, 2017 11:34 AM  
**To:** Tiffany Coleman  
**Subject:** Case #REZ-6-17-18587 TMS# 010437-002-00-00

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Georgetown County Planning Commission  
P.O. Drawer 421270  
Georgetown South Carolina 29442

My name is Roy Jacobs. I own property and live on the Sampit River. I am unable to attend the meeting on August 17 2017 and wish to have my views heard. I vehemently object to rezoning any property on the Sampit River To Heavy Industry (HI). Years ago the River was contaminated by Industry and it took years to restore clean water for fish and wildlife. I do not wish to see this happen again. I purchased this property to enjoy clean water and fish and wildlife and will do everything I can to keep it that way. Thank you for your consideration.  
Roy Jacobs

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Tuesday, August 15, 2017 1:08 PM  
**To:** Tiffany Coleman  
**Cc:** Brian Tucker  
**Subject:** FW: Save the Sampit

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** Elizabeth Krauss [mailto:[ekrauss@gcbdsn.com](mailto:ekrauss@gcbdsn.com)]  
**Sent:** Tuesday, August 15, 2017 12:57 PM  
**To:** Holly Richardson <[hrrichardson@gtcounty.org](mailto:hrrichardson@gtcounty.org)>  
**Subject:** FW: Save the Sampit

*Elizabeth Krauss*

Growth Enterprises, Georgetown DSN  
843-904-6303

CONFIDENTIALITY NOTICE: This electronic mail may contain information that is privileged, confidential, and/or otherwise protected from disclosure to anyone other than the intended recipient(s). Any dissemination or use of this electronic mail or the contents by persons other than the intended recipient(s) is strictly prohibited. If you have received this communication in error, please notify the sender immediately by reply mail so that we may correct our records. Please delete the original message. Thank you.

**From:** Melba Taylor [mailto:[melba@grimesandassoc.com](mailto:melba@grimesandassoc.com)]  
**Sent:** Tuesday, August 15, 2017 11:26 AM  
**To:** [ekrauss@gcbdsn.com](mailto:ekrauss@gcbdsn.com)  
**Subject:** Save the Sampit

I oppose rezoning to heavy industry. Melba Taylor

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Tuesday, August 15, 2017 4:37 PM  
**To:** Tiffany Coleman  
**Subject:** FW: SUBJECT: SAVE THE SAMPIT

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** Liz [mailto:ekrauss@gcbdsn.com]  
**Sent:** Tuesday, August 15, 2017 4:08 PM  
**To:** Holly Richardson <hrichardson@gtcounty.org>  
**Subject:** Fwd: SUBJECT: SAVE THE SAMPIT

Begin forwarded message:

**From:** Jim and Peggy Jamieson <jamie36ic@yahoo.com>  
**Date:** August 15, 2017 at 2:46:39 PM EDT  
**To:** ekrauss@gcbdsn.com  
**Subject:** SUBJECT: SAVE THE SAMPIT

As residents and registered voters of Georgetown County and Harmony Township, my wife and I are strongly opposed to the proposed rezoning of 948 acres on Pennyroyal Road from Farming/Agriculture & Conservation/Preservation to Heavy Industrial.

We are opposed for the following reasons:

- 1) Numerous waterways, especially the Sampit River, will quite possibly be negatively affected by such a move and subjected to exposure to pollutants and contaminants.
- 2) There will be a significant impact to the quality of life for hundreds of us who live along the Pennyroyal corridor. We will be exposed to air, noise and possibly water pollution. Traffic is already a problem on Pennyroyal due to the heavy truck traffic which we face on a daily basis.
- 3) There appear to be numerous other potential sites for heavy industrial plants which would not impact as many people and not have the potential for catastrophic environmental consequences.
- 4) The 948 acre site is home for several endangered species, including bald eagles, swallowtailed kites and pileated woodpeckers. There also is a private cemetery on the property.
- 5) We question the use of taxpayer to purchase this property.
- 6) We believe Georgetown County officials have not done a proper due diligence study on the proposed property. There have been no environmental, traffic, navigation, water quality studies as of this date.
- 7) There have been problems with pollution spills in the past at 3V and International Paper. The Sampit River is a small river and does not have sufficient water flow to dilute any potential pollution.

It is our hope that you will vote against this rezoning request. We plan to attend the next Planning Commission meeting and all future County Council meetings dealing with this issue.

Sincerely,

Jim & Peggy Jamieson

## Tiffany Coleman

---

**From:** Holly Richardson  
**Sent:** Wednesday, August 16, 2017 1:22 PM  
**To:** Tiffany Coleman  
**Subject:** FW:

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Elizabeth Krauss [mailto:[ekrauss@gcbdsn.com](mailto:ekrauss@gcbdsn.com)]  
**Sent:** Wednesday, August 16, 2017 1:14 PM  
**To:** Holly Richardson <[hrrichardson@gtcounty.org](mailto:hrrichardson@gtcounty.org)>  
**Subject:** FW:

*Elizabeth Krauss*

Growth Enterprises, Georgetown DSN  
843-904-6303

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**From:** Chris Harrelson [mailto:[chris.harrelson18@gmail.com](mailto:chris.harrelson18@gmail.com)]  
**Sent:** Wednesday, August 16, 2017 1:02 PM  
**To:** [ekrauss@gcbdsn.com](mailto:ekrauss@gcbdsn.com)  
**Subject:**

I am opposed to the proposed industrial park along the sampit River and pennyroyal Creek. Thanks Chris Harrelson

## Tiffany Coleman

---

**From:** April O'Leary <admin@winyahivers.org>  
**Sent:** Wednesday, August 16, 2017 4:45 PM  
**To:** Tiffany Coleman  
**Subject:** Sampit Proposal  
**Attachments:** Sampit Rezone Proposal- GT.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Tiffany Coleman,

I hope this email finds you well.

I wanted to take this opportunity to submit comments on the current proposal to rezone property on the Sampit River.

Thank you in advance.

--

April O'Leary

Program Officer

Waccamaw RIVERKEEPER®

A Program of Winyah Rivers Foundation

Center for Marine and Wetland Studies

290 Allied Drive

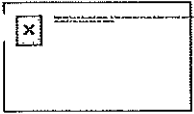
Conway, SC 29528-6054

(843) 349-4007

admin@winyahivers.org

www.winyahivers.org

A proud member of WATERKEEPER® ALLIANCE.



## Tiffany Coleman

---

**From:** Sandra Ladson <seladson@gmail.com>  
**Sent:** Wednesday, August 16, 2017 7:37 PM  
**To:** ekrauss@gcbdsn.com; zachariusgrate@yahoo.com; lshoulette@sc.rr.com; Johnny@johnnyweaver.com; jfhill@sc.rr.com; roberteman@aol.com; Tiffany Coleman  
**Cc:** Eileen Johnson  
**Subject:** Pennyroyal rezoning  
**Attachments:** Pennyroyal petition.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good evening to all. As the pastor at St. Michael AME Church, a former resident of Pennyroyal Road and a concerned citizen, I have been deeply concerned about the impact on the proposed re-zoning request on Pennyroyal Road. I do not believe the plan has been well vetted or planned and as a person who works with people in a personal way, I think that the stress and concern this plan is bringing to the community is not worth the few hundred jobs it may bring, the safety issues centered around air/water quality and increased traffic. I would love to see opportunities open up for my congregants and community as much as the next person, but there needs to be a comprehensive plan that encompasses not only the physical viability of the project but also a thorough review of all the resources needed for such a project. This is not limited to amenities, but also whether we have the human resources available, the necessary training they will need and the infrastructure to support it. I said it before and I will say it again, without this sort of consideration before investing hundreds of thousands if not millions of dollars into this property, we are simply putting the cart before the horse. I plan to expand more on this on tomorrow evening. Until then, I am submitting to you all signed petitions from people in this area who are asking you all to **not** recommend this property for re-zoning.

Sent from [Mail](#) for Windows 10

We the citizens in and around the Pennyroyal Road area along with concerned citizens of Georgetown County wish to make the following recommendation to the Planning Commission in regards to re-zoning 948 acres of land located north of Pennyroyal Road from Conservative Preservation/Forest & Agriculture to Heavy Industry: Do not recommend the rezoning of this property.

Mrs. Diana Rhue  
Philip H. Rhue  
Philly Rhue Jr.  
Veronica Rhue  
Jim Rhue Jr.  
Eileen S. Johnson  
Carol V. Goudy  
Jerry Goudy, Jr. *OK*  
Shella Johnson Jr.  
Maud Johnson  
Betty Cole  
Laurie Cole  
P. Cole  
James M. Blake  
Ann Campbell  
Renee E. Wood Sr.  
Allen Singleton  
Patricia Cooper  
OLIVER COOPER  
Eugene Marget  
James Marget  
Dana Marget Jr.  
Pamela Marget  
Lynne Marget  
DALE A. PARSONS *QAP*  
Richard A. Parson  
James Parson  
Mark W. Parson  
Charles R. Parson  
Tom Parson  
Geoff Parson  
John Parson  
Maurice Parson  
Meralene D. Livingston  
Bobbie Collins  
Andrew Collins Jr.

Phillip Rhue  
Corbett Rhue  
Kametta Rhue-Bridges  
Verna M. Rhue  
Mr. Keith Rhue  
John M. Bratcher  
Walter Bratcher  
Vicki Bratcher  
Kametta Rhue  
Jane D. Rhue  
W. Jason Rhue  
Richard Rhue  
E. Rhue  
Steven Mathews  
James D. Rhue  
Kathleen Rhue  
Paul Rhue  
Patty Johnson  
John Rhue  
Marilyn Lambell  
Rachel Rhue  
Kellie M. Coleman  
James Cannon  
James L. Rhue  
Lynne Rhue  
L. Rhue  
James Rhue  
John Rhue  
John Rhue  
John Rhue  
John Rhue

We the citizens in and around the Pennyroyal Road area along with concerned citizens of Georgetown County wish to make the following recommendation to the Planning Commission in regards to re-zoning 948 acres of land located north of Pennyroyal Road from Conservative Preservation/Forest & Agriculture to Heavy Industry: Do not recommend the rezoning of this property.

William O. Bynum Jr.

Theresa Turner

JB Double

William G. Childs Jr.

Robert Anderson

Daisy Evans

John E. Brown

William Thomas

Evin Pate

W. J. Ross

Dale Parsons  
Pennyroyal Road  
Georgetown, SC

To the Zoning Commission

Your job is to look out for the best interest of the taxpayers and citizens of the county. It is an extremely important job. Your decision should be made knowing that your recommendation will have an impact. It will affect Georgetown County for the next 100 plus years. It is not about the here and now.

**Questions you need know the answers for:**

What is the source of money for funding?

Why is Georgetown into land speculation at taxpayer expense?

How many property owners will be affected?

What potential long term affects, pollution to the air, water and noise. Affects to wildlife. Potential long term affects on fishing industry?

Georgetown county is presenting the property with misleading information.

**They have Not done any of the following:**

**Environmental Studies**

**Water Quality**

**Air Quality**

**Traffic Studies**

**Noise studies**

**wetland remediation**

**archaeological studies**

**checked on current DHEC violations in the area**

**potential storm water drainage issues**

**Wildlife studies**

**They have not contacted Hobcaw Barony USC a wonderful source for information concerning affects to waterway to provide input.**

**Have not considered the Historical significance of the area**

**Navigation feasibility**

**High voltage power line clearance**

**natural drainage system on the property**

**eminent domain**

**The Sampit is not sustainable for Industrial use. International Paper and Santee Cooper use water sources from the Pee Dee River and Santee River. The Sampit is a is the shortest river in SC and a closed system, which mean it does not have sufficient water flow to dilute any polution.**

**The Impact fees implemented by the county has been a large deterrent to industry wanting to build here.**

**Let us promote what makes Georgetown a wonderful place to live by recruiting businesses similar to Safe Rack and Envirosep and Screen Tight.**

**Do not make the mistake our leaders made years ago with locating the steel mill in the middle of town. Rezoning opens the opportunity for this to happen.**

**I remind you, you do not work for the county, you work for us. Once rezoned any personal assurances made by County officials, mean absolutely nothing. The wording of the ordiance will be there forever and subject to the people in charge.**

**I ask you to reject the rezoning request.**

Item Number: 16.b  
Meeting Date: 3/27/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-23 - To amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. TMS 04-0418-014-00-00. Case Number AMPD 6-17-18572.

On June 27, 2017 the Pawleys Plantation Property Owners Association applied to change the land use designation for two parcels along Green Wing Teal Lane from open space to single family. A change in land use is considered a major change to a Planned Development based on Section 619.3 of the Zoning Ordinance.

**CURRENT STATUS:**

The Pawleys Plantation PD is located east of Ocean Highway approximately 557 feet south of Hagley Drive in Pawleys Island. The PD contains a combination of single family units, patio lots and multi-family units along with a golf course and associated amenities.

**POINTS TO CONSIDER:**

1. The Pawleys Plantation Property Owners Association took ownership of the two parcels labeled as open space 9 and 10 on the attached map in 2010. The parcels were originally part of the golf course property.
2. According to the applicant both parcels were largely shown as wetlands on a 1987 Army Corps of Engineers survey. The POA's environmental consultant has indicated that the wetlands have receded significantly on these two parcels since the 1987 survey and both are now suitable building sites. The Army Corps has not yet confirmed the consultant's assertion.
3. The POA is seeking to sell the parcels in order to relieve the organization from the burden of maintaining both of these areas as well as provide additional income to be used for maintenance elsewhere on the property.
4. Open space #9 contains .25 acres and is approximately 72 feet wide. Open space #10 contains .29 acres is approximately 113 feet wide. Both parcels exceed the average lot size for the street with the exception of the large half-acre parcel located at the end of the cul de sac which was a combination of two original lots. Existing parcels on this street are considered patio lots and are designated as Tract D. Setbacks are 20' for the front, 7' and 3' for the side if a one-story home and 12' and 8' for the side if a two-story home and 20' in the rear.
5. The parcels back up to a large pond. The County's GIS infrared imagery shows significant uplands for both parcels. The attached wetland delineation from the applicant's consultant shows .004 of an acre of wetlands out of a total of .25 acres for Open Space #9 and .1 acre of wetlands out of a total of .29 acres for Open Space #10. Some fill will likely be required for Open Space #10.
6. The reduction in the amount of open space for the PD is minimal based on the large amount of open space provided for the PD as a whole. According to their engineer, the PD contains 62 acres of open space including the golf course. The POA currently owns 22.4 acres of open space.
7. Overall density for the PD will not be exceeded. At least one large tract originally shown as multi-family is being developed as single family and according to the POA, twelve different parcels have been combined also resulting in a density reduction.
8. The new owners for the parcels would be required to submit a tree removal plan to the Zoning Administrator prior to receiving a building permit.
9. According to the applicant, the POA met on August 28<sup>th</sup> and received the necessary approval from 80% of the members to remove these properties from the "common property" designation so that they can be sold by the POA.
10. The applicant met with several of those residents with drainage concerns. The existing swales on these parcels are currently functioning. The POA will either relocate the existing swales or install catch basins and pipes to handle the drainage.
11. Staff recommended approval of the request conditional on the following:
  - a. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
  - b. Both new parcels will adhere to the PD requirements and setbacks for patio lots.

12. The Planning Commission held public hearings on this request on both August 17<sup>th</sup> and September 24<sup>th</sup>. After

12. The Planning Commission held public hearings on this request on both August 17th and September 21st. After receiving several comments from the neighbors regarding drainage, the Commission deferred action at the August meeting. Four property owners from this area spoke against the proposal with concerns about existing drainage problems, adding more run-off to the system and the promise of open space in these areas. One property owner spoke stating that the POA representative had addressed his concerns from the previous meeting. The POA representative responded by stating that the lots were not initially left for open space, but due to the wetlands which have now receded, the drainage situation will not be changed by virtue of this request and that the POA is attempting to work with the golf course on the issues with the existing ditch in this area.
13. The Commission voted 7 to 0 to recommend denial for this request.
14. Ordinance No. 2017-23 has been amended subsequent to previous report. Should Council choose to approve Ordinance No. 2017-23 with revised text, a *motion to amend* will be required.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Deferred pending internal review by County Attorney.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▢ AMENDED - Ordinance No. 2017-23	Ordinance
▢ Pawleys Plantation 2 lots - attachments	Backup Material
▢ Pawleys Plantation PD - Letters	Backup Material
▢ Atty Letter_Paul Joan Noble_Green Wing Teal	Exhibit
▢ Atty Letter_J Lachicotte_Green Wing Teal	Exhibit

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2017-23

**AN ORDINANCE TO AMEND THE CONCEPTUAL PLAN FOR THE PAWLEYS PLANTATION PLANNED DEVELOPMENT TO ADD TWO SINGLE FAMILY LOTS ON GREEN WING TEAL LANE**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE PAWLEYS PLANTATION PLANNED DEVELOPMENT BE AMENDED TO CHANGE THE LAND USE DESIGNATION ON OPEN SPACE #9 AND OPEN SPACE #10 AS SHOWN ON THE ATTACHED ALTA SURVEY DATED JULY 21, 2010 FROM OPEN SPACE TO SINGLE FAMILY WITH THE FOLLOWING CONDITIONS:**

1. Approval from the Corps of Engineers for the attached wetlands delineation and any proposed fill.
2. Both parcels shall adhere to the Pawleys Plantation PD requirements and setbacks for patio lots.
3. Proof to be provided to the Georgetown County Stormwater Department that demonstrates that the functionality of any stormwater elements currently existing on lots "open space #9" and/or "open space #10" will be maintained or improved following the development of the two lots. No building permits for either of these two lots shall be issued until this condition is met.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
Johnny Morant (SEAL)  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd  
Clerk to Council

This Ordinance, No. 2017-23, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley Bryant  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



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

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

## APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

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

- ☐ Setback – Complete SECTION B: SETBACK AMENDMENT
- ☐ Signage – Complete SECTION C: SIGNAGE AMENDMENT
- ☒ Site Plan – Complete SECTION D: SITE PLAN AMENDMENT
- ☐ Other: \_\_\_\_\_

All Applicants must complete SECTION A: APPLICANT INFORMATION

### SECTION A: APPLICANT INFORMATION

#### Property Information:

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

Street Address: 11822 HWY 17 BYPASS

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

Lot / Block / Number: \_\_\_\_\_

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: \_\_\_\_\_

Residential Acreage: 0.54

**Property Owner of Record:**

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

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

Telephone/Fax: 843-357-9888

E-Mail: \_\_\_\_\_

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

**Contact Information:**

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

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

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

**Agent of Owner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Signature of Agent/ Date: \_\_\_\_\_

Signature of Owner /Date: \_\_\_\_\_

**Adjacent Property Owners Information required:**

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

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

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

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

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

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

**SECTION B: SETBACK AMENDMENT**

**Please supply the following information regarding your request:**

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. \_\_\_\_\_  
\_\_\_\_\_
- Do these conditions exists on other properties else where in the PD?  
\_\_\_\_\_

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

**Submittal requirements: 12 copies of 11 x 17 plans**

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

**SECTION C: SIGNAGE AMENDMENT**

**Reason for amendment request:** \_\_\_\_\_

Number of signs existing currently on site \_\_\_\_\_

Square footage of existing sign(s) \_\_\_\_\_

Number of Proposed signs: \_\_\_\_\_

Square footage of the proposed sign(s) \_\_\_\_\_

**Submittal requirements:**

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



**SECTION D: SITE PLAN AMENDMENT**

**Proposed amendment request:** PLEASE SEE ATTACHED

\_\_\_\_\_  
\_\_\_\_\_

Reason for amendment request: PLEASE SEE ATTACHED

---

**Submittal requirements:**

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

## SECTION D: SITE PLAN AMENDMENT

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

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

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

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

## **Tiffany Coleman**

---

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

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

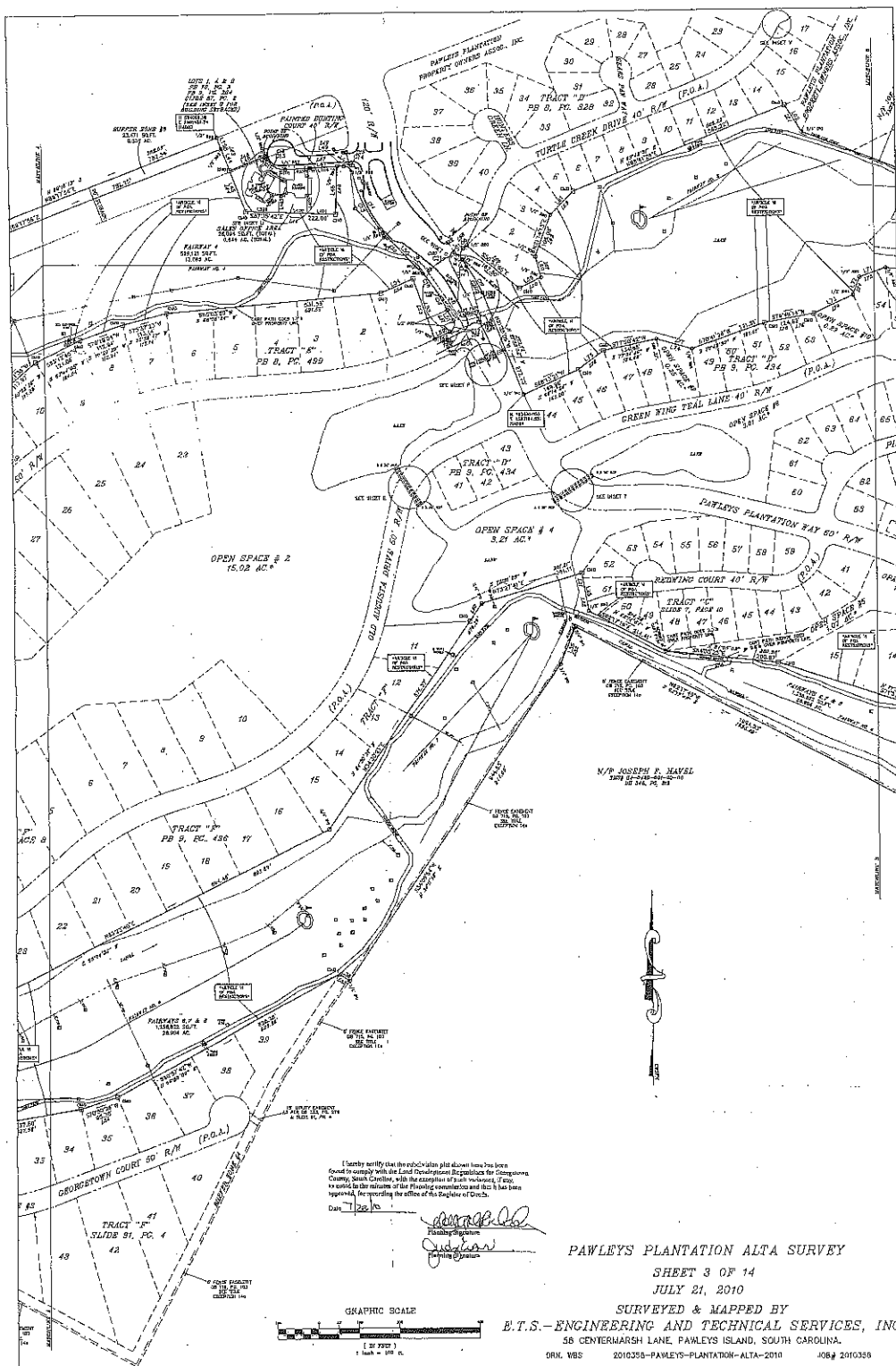
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.  
Brenda Logan

Sent from iPhone 6s Plus

## Statements for the Planning Council Meeting 9/21/17

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

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





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

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

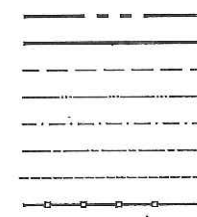
**Notes**

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

**Legend**

**Line Legend**

Boundary (surveyed)  
Boundary (not surveyed)  
Adjacent Boundary  
Right of Way  
Tributary  
Non-Aquatic Feature  
Dirt Road  
Bulkhead



**Hatch Legend**

Wetland  
Waters  
Critical Area/Section 10



**Symbol Legend**

Data Point  
Photo Point  
Property Corner



Prepared For  
Job #  
Date

Pawleys Plantation POA  
01742-17010  
2-22-17

**Graphic Scale**

SCALE IN FEET  
100' 0 100'

the  
**BRIGMAN**  
**COMPANY**

wetland consulting - forest management - land surveying

P.O. Box 1532 - Conway, SC 29528 - p(843) 248-9388 f(843) 248-9596

Pawleys Plantation  
Property Location  
AMPD 6-17-18572

## Legend

### Streets

— <all other values>

### MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

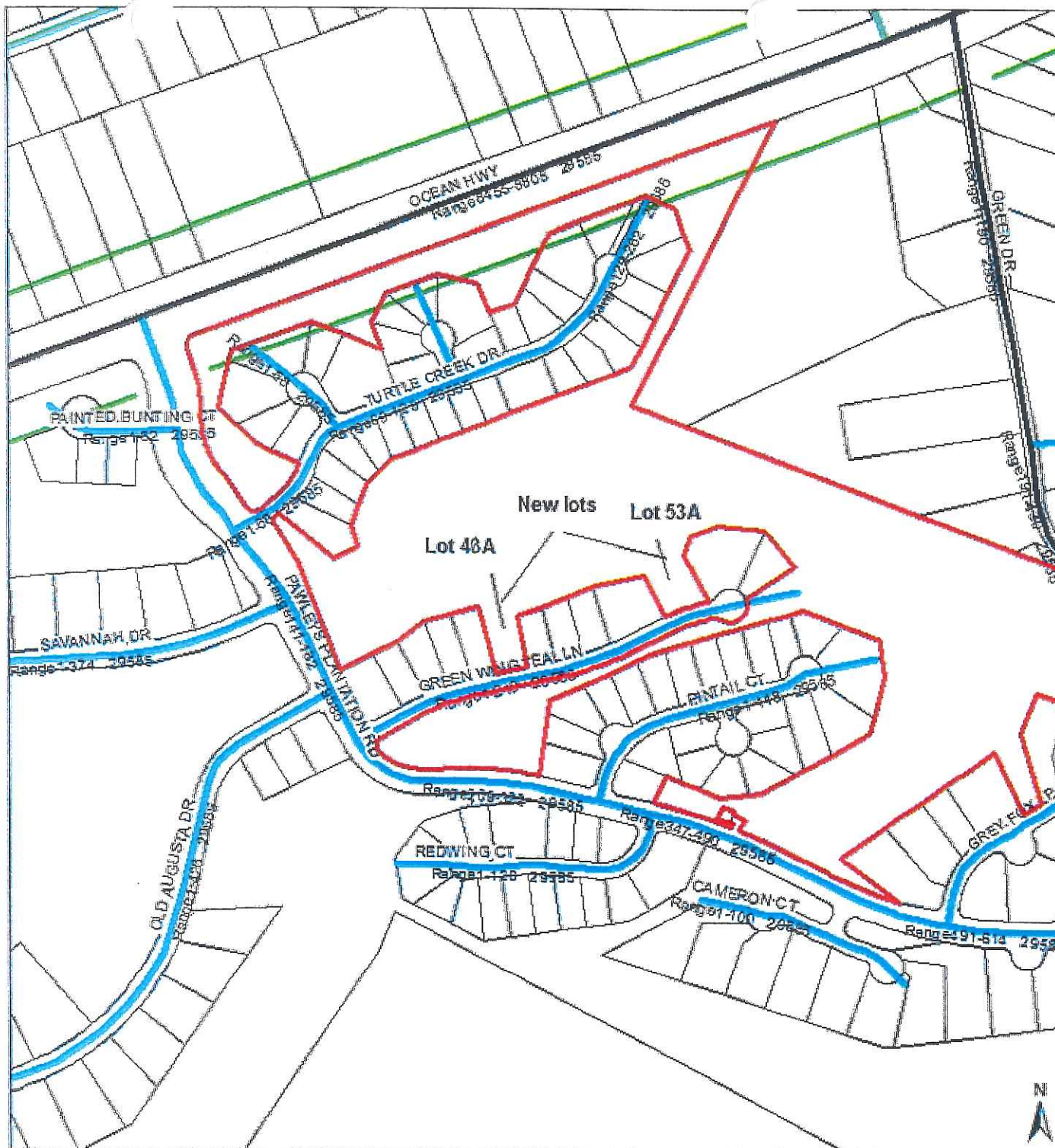
Landmarks

90' setback

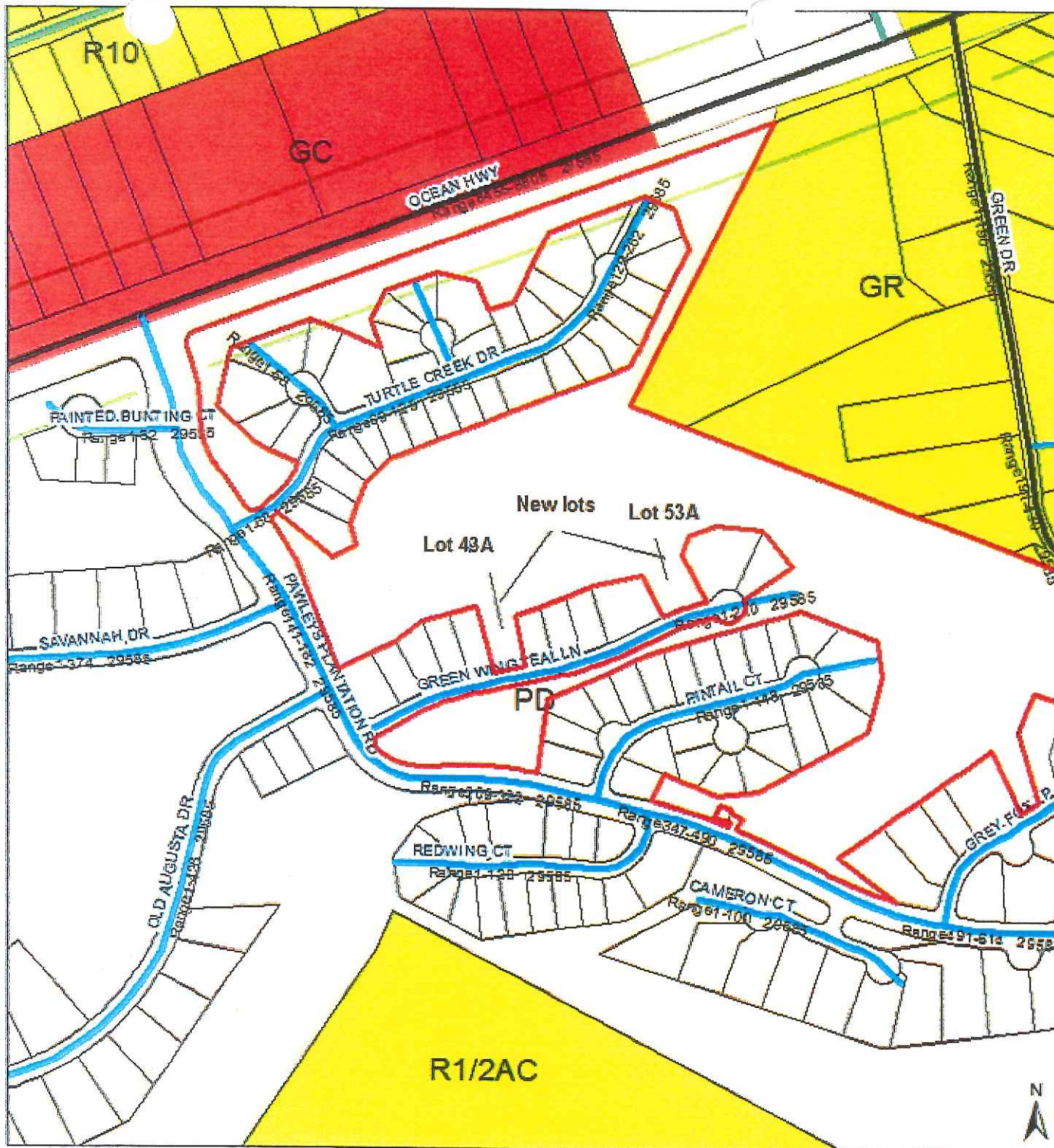
Municipalities

0 112.5 225 450 675 900 Feet

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



**Pawleys Plantation  
Property Zoning  
AMPD 6-17-18572**



0 112.5 225 450 675 900 Feet

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

Pawleys Plantation  
Property Aerial  
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Med

RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities

0 112.5 225 450 675 900 Feet

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



### **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Pawleys Plantation Property Owners Association to amend the Pawleys Plantation Planned Development to add an additional two single family lots to the PD. The PD is located east of Ocean Hwy approximately 557 feet south of Hagley Drive in Pawleys Island. TMS# 04-0418-014-00-00. Case Number AMPD 6-17-18572.

The Planning Commission will be reviewing this request on **Thursday, August 17, 2017 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

*Georgetown County Planning Commission*

*PO Drawer 421270*

*Georgetown, South Carolina 29442*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

*E-mail: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)*

## **Tiffany Coleman**

---

**From:** Brenda Logan <Brenda@Logan.com>  
**Sent:** Monday, September 18, 2017 9:17 PM  
**To:** Tiffany Coleman  
**Subject:** Planning Commission

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

TMS 04-0418-014-00-00  
Case AMPD 6-17-18572

The proposed "added" lots 48A and 53A in Pawleys Plantation are WETLANDS. They should NEVER be developed in any way. Please deny this petition and help preserve the small amount of wetlands remaining here. This petition is a frivolous, fraudulent, unnecessary and destructive idea. I strongly protest.

Brenda Logan  
62 Turtle Creek Drive  
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

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

1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.  
Redirecting or relocating the swale on the parcel between lots 48D and 49D is not feasible. The plan is to install catch basins on either side of the street and drain storm water to an adjacent pond across from the proposed lot. There location of the catch basins will have no impact on the value of the neighboring lots.
2. We have heard that the POA is going to re-direct the functional drainage easement next to lot 54D "because the drainage easement goes through the center of the proposed lot. " We believe this is being done to increase the acreage and sale ability of the lot and at the same time, may very well de-value the neighboring lot.  
Pending a survey, we anticipate creating a 15-foot drainage easement incorporating the existing swale. There may be a need to do some minor work to straighten it for appearance and so that it can more easily be maintained. Again, there will be no devaluation of the property values of the adjacent lots.
3. We have heard that the POA may convert the open drainage swale at the upper end of the street to an in- ground drainage easement with a catch basin. We have reviewed our covenants and restrictions of our community and find that no planting or material can be done which may change the direction of the flow of water and can only be done if necessary to maintain reasonable standards of health, safety and appearance. Additionally one wonders why you would change what is presently working.  
The swale in question is the swale discussed in Paragraph 1. The Covenants and Restrictions reference is to an Article in that document that prohibits home owners from interfering with storm water drainage in a drainage easement along their property line. It does not preclude the POA eliminating a swale and replacing it with an alternative drainage system. Also, there is no easement associated with this swale.

4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.  
According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

The other eight parcels, 0.4 acres total, are 15-ft wide strips between individual lots which the POA wishes to deed to an adjacent lot owner(s). Planning has determined that deeding these spaces will constitute minor revisions to the PD.

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability.  
The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.
6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.  
Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

Owners of adjacent lots have suggested they may wish to buy all of a portion of the potential lot adjacent to their property. Otherwise, there have no offers to sell, no offers to purchase, and there are no agreements or contracts.

Ms. Jenifer K. Lachicotte  
10555 Ocean Highway, Suite C  
Pawleys Island, South Carolina 29585

October 18, 2017

Mr. Steve Goggans  
P. O. Box 1859  
Pawleys Island, SC 29585

Dear Mr. Goggans,

I appreciate your time and attention regarding Pawleys Plantation Property Owners Association's plan (PP POA) to rezone a currently designated "green/open space." I purchased Lot #48 on Green Wing Teal in November 2016 to build my forever home. The green/open space to the north was a major consideration for purchasing this 1/5 of an acre. This space was to be the perfect backdrop for my modest low country home with a sleeping porch. I was assured during the real estate transaction that the golf course owned the adjoining lot as green/open space. To verify this information I did a county tax record search. To date, "[qPublic.net](#)" for Georgetown County Tax Record Search lists the owner of these green/open/wetland spaces as Founders National Golf LLC. There is no online documentation that these 2 proposed lots were ever deeded to PP POA.

As a property owner in a Plan Development, I am committed to supporting the Covenants and Restrictions set forth by the board. In August 2017, the board sent out a proxy to the homeowners to change the rules allowing them to sell the 2 proposed lots. The residents, whose assessments were significantly increased after Hurricane Matthew, approved this proxy. The POA has been asked on several occasions to provide receipts for maintenance as well as a drainage proposal for these two lots. No documentation has ever been provided to the homeowners.

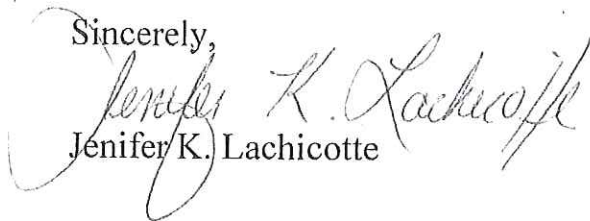
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000 for my current rental home, which could be applied towards my mortgage payments.

Throughout these proceedings, you will hear about drainage issues and how these two lots will challenge an already compromised drainage system. While this is true, the major issue is a promise broken by the POA. This amended promise has caused an undue financial and emotional hardship.

I have attached an editorial by Charles Swenson with the Coastal Observer with which I wholeheartedly agree.

You may contact me at [jlachicotte@gmail.com](mailto:jlachicotte@gmail.com) or 843-240-9060.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer K. Lachicotte". The signature is fluid and elegant, with the first name being the most prominent.

Jenifer K. Lachicotte

October 3, 2017

Dear *Mr. Steve Goggans*

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

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

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

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

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

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

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

Paul Noble

*Many Thanks*  
*Paul Noble*

Lady and Gentlemen,

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

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

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

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

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

**NATE FATA, P.A.**  
ATTORNEY AT LAW

P.O. Box 16620  
THE COURTYARD, SUITE 215  
SURFSIDE BEACH, SOUTH CAROLINA 29587  
TELEPHONE (843) 238-2676  
TELECOPIER (843) 238-0240  
NFATA@FATALAW.COM

**VIA EMAIL**

December 12, 2017

Holly Richardson  
Georgetown County Planning  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

Re: Paul & Joan Noble, 181 Green Wing Teal, Pawleys Island, SC 29585

Dear Ms. Richardson:

I represent Mr. and Mrs. Paul Noble ("Noble") who own a patio home in Pawleys Plantation. They purchased their property next to "Open Space" No. 10 in 1988. They have resided in their home since 1994. They object to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

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

**A. The Application is incomplete and should be denied.**

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

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

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's easement rights in the Open Spaces vested in 2010. Noble has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 2

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

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

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

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

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

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 3

**D. Patio Home Restrictions preclude a home site.**

My clients have a patio home. Please see attached photos. The covenants for patio homes on Green Wing Teal require that windows be on just one side of the home and not looking into the windows of another patio home. It is impossible to construct a patio home on Open Space 10 without having windows either facing my clients' side wall window's or the side wall windows on the home to the left (south) of Open Space No. 10. In other words, no home can be placed on Open Space 10 with a side window wall. Any such construction will violate the applicable Covenants, Article VIII, and my client's reasonable expectation of privacy. I am enclosing a copy of the patio home covenant sections for your review.

**2. The proposed modification will exacerbate existing drainage issues.**

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

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

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

**4. The proposed modification will unnecessarily increase density.**

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

Since 1994, my clients have resided next to Open Space No. 10 with the reasonable expectation that it would not be developed and that the density on their street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 4

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

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.



**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

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

**COVENANTS AND RESTRICTIONS**

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

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

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

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

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

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

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

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

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

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

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

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

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

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

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

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

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

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

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

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

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

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

## ARTICLE XIX

### Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

**COVENANTS AND RESTRICTIONS**

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## ARTICLE I

### Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

**Section 1 – “Annual Assessments” or “Assessments”** shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

**Section 2 – “Architectural Review Board” or “ARB”** shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

**Section 3 – “Association”** shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 4 – “Common Area” or “Common Areas”** shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

**Section 5 -- “Developed Lot”** shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

**Section 6 – “Developer”** shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

**Section 7 – “Full-Home Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

**Section 8 – “Limited Common Areas”** shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

**Section 9 – “Lot”** shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

**Section 10 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 – Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 – Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 – Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 – Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 – Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 – Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

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

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

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

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

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

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

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

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

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to

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

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

## ARTICLE IX

### Covenant for Maintenance Assessments

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

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## ARTICLE XVII

### Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## ARTICLE XVIII

### General Provisions

**Section 1 – Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

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

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

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

## ARTICLE XIX

### Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation

the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information, and the study of the social, cultural, economic and political aspects of information and its use. (p. 1)

The 'communication' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of communication, and the study of the social, cultural, economic and political aspects of communication and its use. (p. 1)

The 'information science' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the study of the social, cultural, economic and political aspects of information and communication and their use. (p. 1)

The 'information studies' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the study of the social, cultural, economic and political aspects of information and communication and their use. (p. 1)

The 'information science and communication' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the study of the social, cultural, economic and political aspects of information and communication and their use. (p. 1)

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From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

---

August 8, 2017

## Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

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

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











**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**

December 12, 2017

Holly Richardson  
Georgetown County Planning  
P.O. Drawer 421270  
Georgetown, SC 29442  
[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)

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

Dear Ms. Richardson:

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

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

**A. The Application is incomplete and should be denied.**

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

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

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

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 2

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

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

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

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

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 3

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

**2. The proposed modification will exacerbate existing drainage issues.**

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

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

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

**4. The proposed modification will unnecessarily increase density.**

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

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

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

**NATE FATA, P.A.**  
ATTORNEY AT LAW

Holly Richardson  
December 12, 2017  
Page 4

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.



**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

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

**COVENANTS AND RESTRICTIONS**

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Filed for Record in 12  
GEORGETOWN SC  
WANDA PREVATTE, REGISTER OF DEEDS  
06-15-2010 At 02:43 PM  
REST COVE 53.00  
Book 1494 Page 1820- 234

2010

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

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

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

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

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

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

## **ARTICLE VIII**

### **Special Restrictions Affecting Patio Homesites**

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

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

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

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

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

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

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

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

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

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

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

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

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

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

## ARTICLE XIX

### Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

**COVENANTS AND RESTRICTIONS**

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2/8/2016  
GEORGETOWN

## ARTICLE I

### Definitions

The following words and terms when used in this Third Amended Declaration, any further amended Declaration, or any further amendments or supplements thereto (unless the usage therein shall clearly indicate otherwise) shall have the following meanings:

**Section 1 – “Annual Assessments” or “Assessments”** shall mean an equal assessment established by the Board of Directors of the Association for common expenses as provided for herein or by a subsequent amendment that shall be used for the purpose of promoting the recreation, common benefit and enjoyment of the Owners and occupants of all Lots.

**Section 2 – “Architectural Review Board” or “ARB”** shall mean and refer to that permanent committee of the Association that was created for the purposes of establishing, approving and enforcing criteria for the construction or modification of any building within the Properties, including, but not limited to Lot Improvements.

**Section 3 – “Association”** shall mean and refer to Pawleys Plantation Property Owners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

**Section 4 – “Common Area” or “Common Areas”** shall mean all the real property owned by the Association for the common use and enjoyment of the Owners. The Common Area presently owned by the Association is that real property that was conveyed to the Association by Quit Claim Deed and Agreement Between Pawleys Plantation Development Company and Pawleys Plantation Property Owners Association, Inc. (hereinafter “the First Quit Claim Deed”) dated July 11, 1996, and duly filed in the Georgetown County Clerk of Court’s Office on August 12, 1996, at Deed Book 715, Pages 103-120, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Second Quit Claim Deed”), dated December 13, 2010, and duly filed in the Georgetown County Clerk of Court’s Office on December 30, 2010, at Deed Book 1609, Page 279, and that real property that was conveyed to the Association by Pawleys Plantation, LLC (hereinafter “the Third Quit Claim Deed”), dated August 3, 2012, and duly filed in the Georgetown County Clerk of Court’s Office on August 29, 2012, at Deed Book 1965, Page 249 that is included within the property described in the attached Exhibit “A.” The terms “Common Area” or “Common Areas” shall also mean any additional real property hereafter acquired by the Association for the common use and enjoyment of the Owners.

Further, the recording of and reference to the Quit Claim Deed shall not in and of itself be construed as creating any dedications, rights or easements (negative, reciprocal or otherwise), all such dedications, rights and/or easements being made only specifically by this Third Amended Declaration, any amendment or supplement hereto or any deed of conveyance from the Association, its successors or assigns.

**Section 5 – “Developed Lot”** shall mean and refer to a separately subdivided piece of land upon which improvements for residential dwelling purposes and any improvements related thereto are located.

**Section 6 – “Developer”** shall mean and refer to the original Developer of Pawleys Plantation, Pawleys Plantation Development Company, and to its successor in interest, Pawleys Plantation, LLC, and its successors and assigns.

**Section 7 – “Full-Home Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots that are intended for the construction of detached single-family, estate-size houses. All Full Home Homesites are designated per the Planned Use Development document on file with Georgetown County, South Carolina, as “estate” Lots.

**Section 8 – “Limited Common Areas”** shall mean any areas so designated either in this document or any subsequent document and shall mean and refer to certain portions of the Properties that are for the exclusive use and benefit of one or more, but less than all, of the Owners, and shall be available for use by other Associations, which may be established for the maintenance and regulation of developments within the Properties.

**Section 9 – “Lot”** shall mean and refer to any plot of land, with delineated boundary lines appearing on any recorded subdivision map of the Properties with the exception of any Common Area shown on a recorded map and any townhouse villa and condominium located within the Properties. In the event any Lot is increased or decreased in size by the annexation of any portion of an adjoining and abutting Lot or decreased in size by re-subdivision thereof to return to a previously annexed whole Lot to the status of a separate Lot, the same shall nevertheless be and remain a Lot for the purposes of this Third Amended Declaration. This definition shall not imply, however, that a Lot may be subdivided if prohibited elsewhere in this Third Amended Declaration. Except for the combining or uncombining of land Lots as defined in Article XI, Section 1, a Full-Home Homesite, a Patio Homesite, a townhouse villa and a condominium shall be defined for purposes of this Third Amended Declaration to have the same voting rights as a Lot.

**Section 10 – “Lot Improvements”** shall mean the erection of or any addition to, deletion from, or modification of any structure of any kind, including, but not limited to, any building, fence, wall, sign, paving, grading, parking and/or building addition, pool, alteration, screen enclosure, drainage, satellite dish, antenna, electronic or other signaling device, landscaping or landscaping device (including water feature, existing tree and planted tree) or object on a Lot.

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 – Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 – Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 – Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 – Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 – Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 – Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 – Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

- (a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;
- (b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and
- (c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

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

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

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

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

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

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to

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

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

## ARTICLE IX

### Covenant for Maintenance Assessments

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

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## **ARTICLE XVII**

### **Binding Arbitration**

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## **ARTICLE XVIII**

### **General Provisions**

**Section 1 – Severability.** Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

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

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

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

## **ARTICLE XIX**

### **Amendment of Third Amended Declaration Without Approval of Owners**

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation



From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

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August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

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

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









