

Council Members

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

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

January 10, 2017

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Meeting - December 13, 2016**
- 6. CONSENT AGENDA**
 - 6.a Contract #15-076, Change Order 07 - Comprehensive Engineered Roadway Improvements FY16 User Fee: Sioux Drive**
 - 6.b Bid #16-087, Design/Build of Expandable Speculative Shell Building**
 - 6.c Procurement #16-110, Grass Cutting and Grounds Maintenance for Southern Parks Section**
 - 6.d Procurement #16-108, Repair/Replacement of Public Beach Dune Walk-Overs**
 - 6.e Acceptance of South Carolina Rural Infrastructure Grant**
 - 6.f Ordinance No. 2016-37 - An Ordinance to amend Article III Definitions, Article IV General Provisions and Article VI Requirements by District of the Zoning Ordinance to address aeronautical uses**
 - 6.g Ordinance No. 2016-38 - An amendment to rezone one 20,000 square foot parcel located on the corner of Highway 17 Business and Pendergrass Avenue in Murrells Inlet from General Commercial (GC) to General Residential (GR)**

7. PUBLIC HEARINGS

8. APPOINTMENTS TO BOARDS AND COMMISSIONS

9. RESOLUTIONS / PROCLAMATIONS

10. THIRD READING OF ORDINANCES

- 10.a Ordinance No. 2016-39 - To rezone three parcels totaling approximately .83 acres located west of Highway 17 Business at its intersection with Wilcox Avenue in Murrells Inlet from General Commercial (GC) to Resort Residential (RR)**

11. SECOND READING OF ORDINANCES

- 11.a Ordinance 2016-40 - Amendment of the FY 2016/2017 Budget Ordinance.**
- 11.b Ordinance No. 2016-41 - An Ordinance to amend the Future Land Use Map to redesignate 2 tracts of land totaling approximately 15 acres located on the east side of Wesley Road in Murrells Inlet from Low Density Residential to High Density Residential.**
- 11.c Ordinance No. 2016-42 - An Ordinance to rezone two parcels totaling approximately 15 acres located on the east side of Wesley Road, approximately 220 ft. south of Derrick Lane in Murrells Inlet from One-half Acre Residential (R1/2 AC) to 6,000 Square Feet Residential (R-6)**
- 11.d Ordinance No. 2016-43 - An Ordinance to amend the Future Land Use Map to redesignate two parcels located on the west side of Norris Drive in Litchfield from Medium Density Residential to Commercial.**
- 11.e Ordinance No. 2016-44 - An Ordinance to rezone one parcel (approximately 7800 square feet) located on the west side of Norris Drive from Resort Residential (RR) to Resort Commercial (RC)**
- 11.f Ordinance No. 2016-45 - An Ordinance to rezone approximately 15.4 acres at 196 Redick Drive, further identified as the rear portion of parcel 01-0416-040-00-00 from Heavy Industry (HI) to One Half Acre Residential (R1/2 AC)**

12. FIRST READING OF ORDINANCES

- 12.a ORDINANCE NO. 2017-01 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (LORIS COMMERCE CENTER); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.**
- 12.b Ordinance No. 2017-02 - An Ordinance to declare as surplus a**

portion of a tract of property known as TMS# 02-1010-005-00-00,
and to authorize the County Administrator to sell the property in
the manner as prescribed within Ordinance No. 2008-09,
"Georgetown County Purchasing Ordinance", as amended.

- 13. COUNCIL BRIEFING AND COMMITTEE REPORTS
- 14. BIDS
- 15. REPORTS TO COUNCIL
 - 15.a Election of Officers
- 16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES
- 17. LEGAL BRIEFING / EXECUTIVE SESSION
 - 17.a Contractual Matter
- 18. OPEN SESSION
- 19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 1/10/2017
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Regular Council Meeting - December 13, 2016

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

1. Adoption of minutes as proposed.
2. Offer amendments to minutes.

STAFF RECOMMENDATIONS:

Adoption of minutes as proposed.

ATTACHMENTS:

Description

- DRAFT Minutes 12/13/16

Type

Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, December 13, 2016, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present: Austin Beard Leona Miller
 Ron L. Charlton Johnny Morant
 Steve Goggans John Thomas
 Lillie Jean Johnson

Staff: Sel Hemingway Wesley P. Bryant
 Ollie N. Lewis Jackie Broach

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

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

APPROVAL OF AGENDA:

A recommendation was made to move the following reports forward on the meeting agenda to follow the "Public Comment" portion of the meeting: Student Recognition, 2016 Holiday Card Art Contest; Georgetown County Employee of the Quarter; Georgetown Volunteer of the Year; Georgetown County Employee Volunteer of the Year; Georgetown Manager of the Year; and Presentation of FY2016 Annual Audit Report.

Councilman Ron Charlton moved for approval of the meeting agenda, as amended. Councilman John Thomas seconded the motion. Chairman Morant called for discussion, and there was none.

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

PUBLIC COMMENTS:

Harold Jean Brown and Rhonda Green

Ms. Brown and Ms. Green, members of the Georgetown County Community Relations Council, apprised County Council regarding the board's endeavors since it was established in May 2015. An invitation was also extended to Council members to attend an event (re-scheduled from October due to the hurricane) at 5:30 PM on January 2, 2017, at the Beck Recreation Center.

MINUTES:

Regular Council Session – November 15, 2016

Councilman Ron Charlton moved to approve the minutes of the November 15, 2016 council meeting. Councilman Steve Goggans seconded the motion. No discussion followed the motion.

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

CONSENT AGENDA:

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

Ordinance No. 2016-33 – An Ordinance to amend building related fees, as established by Georgetown County Ordinance No. 2007-26, strictly related to properties damaged by Hurricane Joaquin and Hurricane Matthew, and to allow for temporary housing on properties affected and damaged by the herein named Hurricane events – Third reading approval.

Contract #13-010, Task Order 17: Civil Engineering Services for Drainage Improvements for MLK Road and Bent Tree Subdivision – County Council approved Task Order 17 for MLK-Bent Tree Subdivision Outfall Improvements using the awarded IDIQ for Professional Services from Stantec Consulting Services, Inc.

Contract # 16-043, Change Order 02 to Murrells Inlet Dredging Project: Parsonage and Main Creeks – County Council approved Change Order 02, to Waterfront Property Services, LLC d/b/a Gator Dredging, in the amount of \$371,299.42 as proposed to reduce the volume of dredging to be performed at the Marlin Quay Marina site, and to include requested adjustments made by the County to those services performed in Change Order 01, making the revised value of the agreement \$3,408,323.01.

Procurement #15-086, Commercial Rescue Pumper for Big Dam Fire Station Using SC-CDBG Grant Funding for Georgetown County Fire District 1 – County Council awarded a contract to the lowest responsive offeror, Fireline, Inc. of Winder, GA for one (1) commercial pumper built to order meeting County specifications at \$342,489.00, and including all options.

Procurement #16-107, EMERGENCY Contractor for Moisture and Air Quality Remediation – County Council awarded a contract agreement and purchase order to ServPro of Georgetown and West Horry Counties for air quality remediation services as estimated at \$56,182.41 at the Georgetown County Sheriff's Office (Headquarters Facility).

Procurement #16-066, Landfill Compaction Dozer for Municipal Solid Waste – County Council awarded the bid to Humdinger Equipment LTD of Lubbock, TX for a 2017 Tana E380 ECO, equipped per the base bid requirements with the addition of a VHF Communication Radio, at a total cost of \$600,174.95 inclusive of delivery. The County will be responsible for 7% Use Tax at \$42,012.35, for a total expenditure of \$642,187.20.

Procurement #16-065, Type 1 Ambulance CERP Replacement – County Council awarded the bid to Fraser, LTD by purchase order approval, in the amount of \$191,400.00 for one 2017 Dodge Ram 4500 gas powered ambulance, with 14-foot generator powered module, steel wheels and AISIN transmission.

Service Agreement No. 16-001 for Professional Fleet Management & Maintenance – County Council approved a services agreement for Professional Fleet Maintenance and Management to be provided by First Vehicle Services, Inc. for a special term limit of 5-1/2 years based upon the final award on November 15, 2016.

County Council adopted its 2017 Annual Meeting Schedule for regular council meetings, which does not prohibit County Council from calling additional meetings during the year such as special meetings, work sessions, or committee meetings.

PUBLIC HEARING:

Ordinance No. 2016-35

County Council held a public hearing on Ordinance No. 2016-35, an Ordinance authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and Between Georgetown County, South Carolina (THE "COUNTY"), Tilley Technologies Inc., a Company Previously Identified as Project "TOP GUN", Company A, and Enthalpy, LLC, a Company Previously Identified as Project "TOP GUN", Company B, Each Acting for Itself, One or More Affiliates, and/or other project sponsors (Collectively, the "COMPANIES"), pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees In Lieu of Ad Valorem Taxes with respect to the Establishment and/or Expansion of Certain Facilities in the County (Collectively, the "PROJECT"); (2) the Benefits of a Multi-County Industrial or Business Park to be made available to the Company and the Project; (3) Certain Special Source Revenue Credits in Connection with the Project; and (4) Other Matters Relating Thereto. There were no public comments, and Chairman Johnny Morant closed the public hearing.

Ordinance No. 2016-36

County Council held a public hearing on Ordinance No. 2016-36, an Ordinance to Establish a Joint County and Business Park Pursuant to Section 4-1-170 of the South Carolina Code of Laws 1976, as amended, to be known as the Georgetown County Tilley Technologies, Inc. Joint County Industrial and Business Park (the "PARK"), in conjunction with Horry County, such Park to be Geographically Located in Georgetown County; to Authorize the Execution and Delivery of a Written Park Agreement with Horry County as to the Requirements of Payments of Fee in Lieu of Ad Valorem Taxes with respect to Park Property and the sharing of Revenues and Expenses of the Park; To Provide for the Distribution of Revenues from the Park within Georgetown County; and other Matters Related Thereto. There were no comments, and Chairman Johnny Morant ordered closed the public hearing.

ORDINANCES- Third Reading

Ordinance No. 2016-35

Councilwoman Lillie Jean Johnson moved for third reading approval of Ordinance No. 2016-35, an Ordinance authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and Between Georgetown County, South Carolina (THE "COUNTY"), Tilley Technologies Inc., a Company Previously Identified as Project "TOP GUN", Company A, and Enthalpy, LLC, a Company Previously Identified as Project "TOP GUN", Company B, Each Acting for Itself, One or More Affiliates, and/or other project sponsors (Collectively, the "COMPANIES"), pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees In Lieu of Ad Valorem Taxes with respect to the Establishment and/or Expansion of Certain Facilities in the County (Collectively, the "PROJECT"); (2) the Benefits of a Multi-County Industrial or Business Park to be made available to the Company and the Project; (3) Certain Special Source Revenue Credits in Connection with the Project; and (4) Other Matters Relating Thereto. Councilman Austin Beard seconded the motion. Chairman Morant called for discussion on the motion.

Councilwoman Leona Miller moved to amend Ordinance No. 2016-35 in order to incorporate text as amended subsequent to second reading approval. Councilman Austin Beard offered a second on the amended motion. No further discussion occurred.

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

The vote on the main motion was as follows:

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

Ordinance No. 2016-36

Councilwoman Leona Miller moved for third reading of Ordinance No. 2016-36, an Ordinance to Establish a Joint County and Business Park Pursuant to Section 4-1-170 of the South Carolina Code of Laws 1976, as amended, to be known as the Georgetown County Tilley Technologies, Inc. Joint County Industrial and Business Park (the "PARK"), in conjunction with Horry County, such Park to be Geographically Located in Georgetown County; to Authorize the Execution and Delivery of a Written Park Agreement with Horry County as to the Requirements of Payments of Fee in Lieu of Ad Valorem Taxes with respect to Park Property and the sharing of Revenues and Expenses of the Park; To Provide for the Distribution of Revenues from the Park within Georgetown County; and other Matters Related Thereto. Councilman Austin Beard seconded the motion. Chairman Morant called for discussion on the motion.

Councilwoman Leona Miller moved to amend Ordinance No. 2016-36 in order to incorporate text amended subsequent to second reading approval. Councilman Austin Beard offered a second on the amended motion. No further discussion occurred.

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

The vote on the main motion was as follows:

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

ORDINANCES-Second Reading:

Ordinance No. 2016-37

Councilman John Thomas moved for second reading approval of Ordinance No. 2016-37, an Ordinance to Amend Article III Definitions, Article IV General Provisions, and Article VI Requirements by District, of the Zoning Ordinance of Georgetown County, South Carolina Pertaining to Aeronautical Uses. Councilman Steve Goggans seconded the motion. No discussion followed the motion.

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

Ordinance No. 2016-38

Councilman John Thomas moved for second reading approval of Ordinance No. 2016-38 to rezone one parcel (approximately 20,000 sf) located on the corner of Hwy 17 Business and Pendergrass Avenue in Murrells Inlet from General Commercial to General Residential to allow

for the construction of a single family dwelling. Councilman Steve Goggans seconded the motion. No discussion followed the motion.

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

Ordinance No. 2016-39

Councilman John Thomas moved for second reading approval of Ordinance No. 2016-39 to rezone three parcels totaling approximately .83 acre located west of Hwy 17 Business at its intersection with Wilcox Avenue in Murrells Inlet from General Commercial (GC) to Resort Residential (RR). Councilman Steve Goggans seconded the motion. No discussion followed the motion.

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

ORDINANCES- First Reading:

Ordinance No. 2016-40 – Amendment of the FY2016/2017 Budget Ordinance.

Ordinance No. 2016-41 – An Ordinance to amend the Future Land Use Map to redesignate 2 tracts of land totaling approximately 15 acres located on the east side of Wesley Road in Murrells Inlet from Low Density Residential to High Density Residential.

Ordinance No. 2016-42 – An Ordinance to rezone two parcels totaling approximately 15 acres located on the east side of Wesley Road, 220 ft. south of Derrick Lane in Murrells Inlet from One-Half Acre Residential (R ½) to 6,000 Square Feet Residential (R-6).

Ordinance No. 2016-43 – An Ordinance to amend the Future Land Use Map to redesignate two parcels located on the west side of Norris Drive, across from the Litchfield Inn from Medium Density Residential to Commercial.

Ordinance No. 2016-44 - To rezone one parcel (approximately 7800 square feet) located on the west side of Norris Drive in Litchfield from Resort Residential (RR) to Resort Commercial (RC).

Ordinance No. 2016-45 – An Ordinance to rezone approximately 15.4 acres at 196 Redick Drive, further identified as the rear portion of parcel 010-0416-040-00-00 from Heavy Industry (HI) to One Half Acre Residential (R1/2 AC).

REPORTS TO COUNCIL:

(Presentation of this report was moved forward on the meeting agenda)

Student Recognition – 2016 Holiday Card Art Contest

Georgetown County Council recognized Georgetown County School District students who had submitted winning entries in Georgetown County's 2016 Holiday Art Contest. Students received monetary awards for their achievements, courtesy of Anderson Brothers Bank. Additionally, the winning entry submitted by Alex Sanders was used for Georgetown County's annual holiday card.

Councilman Austin Beard recognized the following, and made presentations on behalf of Anderson Brothers Bank:

1st place — Alex Sanders
(Senior at Waccamaw High School; Art teacher is Mr. Bethae)

2nd place — Olivia Nichole Thigpen
(11th-grader at Waccamaw High School; Art teacher is Mr. Bethae)

3rd place — Carlen Brockman
(8th-grader at Waccamaw Middle School; Art teacher is Ms. Reese)

Recognition - Georgetown County Employee of the Quarter

(Presentation of this report was moved forward on the meeting agenda)

The Employee of the Quarter Award was designed to recognize full and part-time employees at non-managerial levels in all County departments. Bill Dougan, an employee of Midway Fire Rescue, has been named Employee of the 4th Quarter.

In addition to the normal duties of a firefighter/paramedic, he is an instructor for the department's EMS in-service training and for DHEC's required continuing education program for fire/rescue staff. He also stepped up to be Midway's infection control coordinator, ensuring staff receives appropriate vaccinations and making sure appropriate steps are followed in the instance of exposure to an infectious illness.

Mr. Dougan has developed a reputation as a strong, informal leader who is always teaching others and has a tactful, helpful manner. He often provides useful input that helps enhance shift and department operations, and he works well with all senior leadership to accomplish goals. For his excellent work, Mr. Dougan was also selected as the Emergency Services Department's Employee of the Quarter this quarter, and was previously named Midway's Paramedic of the Year in January 2015.

Recognition - Georgetown Volunteer of the Year

(Presentation of this report was moved forward on the meeting agenda)

At the end of each year, Georgetown County recognizes one volunteer from within its various departments and divisions that has stood out above the rest in their commitment and service. Barry Stone, a volunteer with the Parks & Recreation Department, has been selected as Georgetown County's 2016 Volunteer of the Year for reliable and exemplary service, who has worked as a volunteer within the Parks and Recreation Department for more than five years.

In 2012, the Parks and Recreation Department opened the first of its many new tournament-level facilities and began attracting tournaments from near and far. This created a new workload for department employees as they strove to ensure visiting groups had successful events at county facilities and would want to come back. Beginning with the very first large event the county hosted, Mr. Stone became a fixture for Parks and Recreation events. He been a part of every major event the county has hosted since that time. He even goes so far as to review the department calendar at the beginning of each year and schedule his vacation time at work around it. Not only does he assist with the events themselves, acting as an unpaid member of the staff, he also helps with set up and breakdown of equipment prior to and after events.

Even more notable is that he always seems happy to be of assistance, no matter what job he is assigned. He has worked in all positions, including manning the gate, running concessions, parking and traffic control, trash collection and more.

Recognition - Georgetown County Employee Volunteer of the Year

(Presentation of this report was moved forward on the meeting agenda)

The Employee Volunteer of the Year award is presented at the end of each year to recognize one county employee who also volunteers their time and service to one of the county's many departments and divisions outside the course of their regular job. George Avant Jr. was selected as the County's 2016 Employee Volunteer of the Year for outstanding volunteer service rendered in the Emergency Services Department. He is employed in the Public Works Division of the Public Services Department.

Mr. Avant came to work for the County 22 years ago, but was volunteering decades before that. He works daily on special projects in the Public Works Division and after clocking out, he volunteers with Georgetown County Fire/ EMS. He is dedicated to both roles and his passion for the fire department has never negatively impacted his work in the Public Works Division. He may be called to an accident scene in the wee hours of the night, but will still be on time and at his best when he reports to work the next morning, said his boss, Public Services Director Ray Funnye.

Mr. Avant is a National First Responder, National Child Safety Seat Technician, and certified instructor of topics including: CPR, first Aid, AED use and dealing with blood borne pathogens. He devotes significant time to training required for this volunteer position. It is his passion and he takes it seriously. Mr. Avant is very generous with his time, very dedicated, and very proud of Georgetown County Fire/EMS.

Recognition - Georgetown Manager of the Year

(Presentation of this report was moved forward on the meeting agenda)

The Manager of the Year Award is presented at the end of each calendar year to recognize county department/division managers and first line supervisors for excellence on the job. Mike Young, Georgetown County Building Official, has been named Georgetown County's Manager of the Year for 2016.

Mr. Young has been employed with Georgetown County for 16 years. At the beginning of this year he was promoted from Senior Building Inspector to Building Official. In this brief time period, he has made several significant improvements that benefit the Building Division as well as County residents. Among the most noticeable of those for the public, he led the effort to improve the County's national Flood Insurance Program rating from an 8 to a 7. As publicized last month, this improvement will result in a 5 percent decrease in flood insurance premiums for county residents. He is already working on additional actions to further improve the rating.

Mr. Young also led the most successful damage assessment process to date this fall after Hurricane Matthew. Additionally, as part of his job duties, he oversees eight employees and creates the Building Division's budget for review and approval by the Planning Director. He also volunteered this year to initiate a review of the contractor certification process. He is a state certified plans reviewer, state certified commercial and residential building inspector, and provisional certified building official.

He also serves as the County's Floodplain Manager and is on the Plan Review Committee. He is active in the SC Coastal Code Enforcement Association, serving two years as its president, and is a key participant in an ongoing departmental improvement program.

Presentation of FY2016 Annual Audit Report by Baird & Company CPA's.

(Presentation of this report was moved forward on the meeting agenda)

A presentation of FY2016 Financial Statements and Audit Report was made by Mr. Butch Whiddon, Baird & Company, CPA's. Bound copies of the financial and audit statements were provided to members of County Council. Mr. Whiddon stated that Georgetown County's audit was a very good document, and Georgetown County was in good financial standing. Following the presentation, Mr. Whiddon responded to questions from members of County Council related to the audit.

Annual Development Impact Fee Report

Georgetown County Planning and Code Enforcement Director, Boyd Johnson, presented the Annual Development Impact Fee Report for fiscal year 2015-2016. The County adopted development impact fees in 2010. Development fees encompass recreation, libraries, and transportation. Collectively, development impact fees generated \$1,187,913 last year, which totaled an 11% increase over the total fees collected the previous year of \$5,531,762.

Authorization of New Position – Grant Funded

Councilman Ron Charlton moved to authorize the addition of a Grant Funded Victim's Advocate position to be assigned to the Detention Center as their primary post contingent upon the continuation of grant funds. The new hire will be informed that if at any time the grant is terminated, the position will be eliminated. Councilman Austin Beard seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

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

EXECUTIVE SESSION:

Councilman Ron Charlton made a motion to move into Executive Session to discuss a legal matter pertaining, and a matter regarding property negotiation. Councilman Austin Beard seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

County Council moved into Executive Session at 6:33 PM.

OPEN SESSION:

As open session resumed, Chairman Morant noted that during Executive Session County Council had discussed two matters as previously disclosed. No votes were taken by Council, nor were any decisions made during Executive Session.

Chairman Morant called for further business to come before County Council.

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

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 1/10/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Contract #15-076, Change Order 07 - Comprehensive Engineered Roadway Improvements FY16
User Fee: Sioux Drive

CURRENT STATUS:

The Sioux Drive road shoulders and ditches were severely damaged by the rains during the Hurricane Matthew storm event. Washouts have compromised the road base resulting in safety concerns that must be addressed.

POINTS TO CONSIDER:

- 1) County Council originally approved the award of Procurement #15-076, Rural Roads Improvement Program, User Fee Funded FY16, to Stone Construction Company in the regular session of December 8, 2015 at a value of \$961,799.90.
- 2) Since that time, there have been six (6) change orders issued and approved through the appropriate procurement procedures with the current contract value now standing at \$1,038,137.67.
- 3) The request for Change Order 07 exceeds the approval limit established for the Purchasing Officer and County Administrator, and will require approval by Council for \$61,590.00

FINANCIAL IMPACT:

This Change Order will be recorded in 99324.301 50322, used to track Road Repair and Maintenance expenses associated with the Hurricane Matthew, and will be subsequently considered by FEMA possible expense reimbursement, in whole or in part. If not a FEMA reimbursable expense, an alternate fund source will need to be identified.

OPTIONS:

- 1) Approve Change Order 07 to Contract #15-076 for Stone Construction in the amount of \$61,590.00 for repair to Sioux Drive (a used fee maintained road) for damage sustained as a result of Hurricane Matthew; OR
- 2) Decline to approve and redirect staff.

STAFF RECOMMENDATIONS:

The staff of the Public Services Department and Public Works Division recommend repair to restore the road base and maintain a safe road surface.

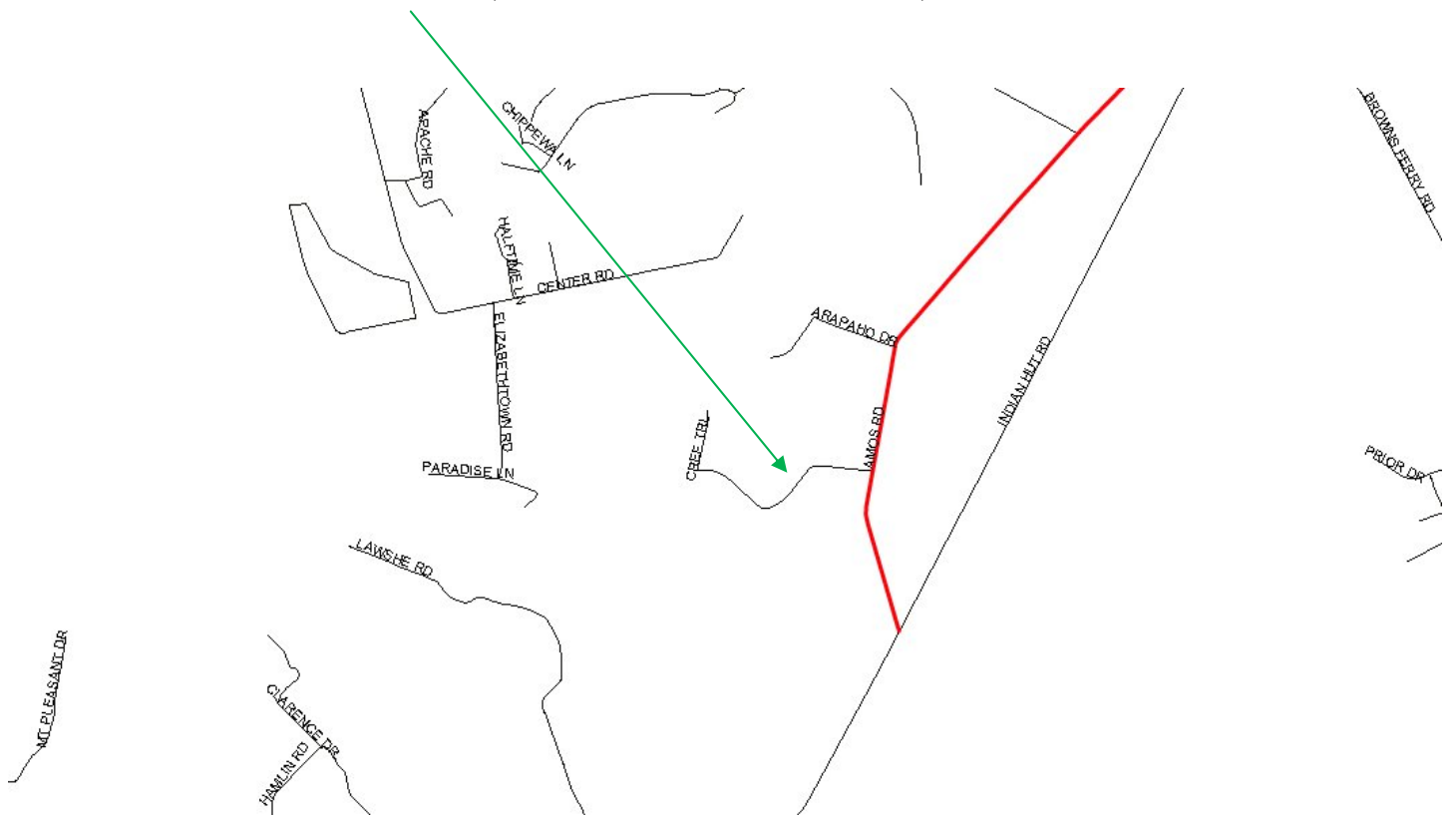
ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Location Map	Backup Material
▣ PROPOSED Contract #15-076, Change Order 07	Backup Material

Location of Sioux Drive, between Amos Road and Creel Trail, off Indian Hut Road





Georgetown County, South Carolina

Execution of Contract Change or Adjustment

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

Contract #	Sequence #	Amendment #
15-076	7	
Project #	GL Account	Purchase Order
Sioux Drive	99324.301 50322	
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total
\$1,038,137.67	\$61,590.00	\$1,099,727.67

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>[Signature]</i>	12-16-16
Change Originator:	D.R. Sennema	12/13/16

PENDING FINAL BUDGET DECISION 1/24

Consultant Name:	Stone Construction, LLC
Contract Title:	Bid #15-076, Comprehensive Engineered Roadway Improvements (User Fee)
Task Order Name:	Sioux Drive: Hurricane Matthew repairs
Scope of Work:	<p>Construction Staking / Field Measurements..... (LUMP SUM)..... \$2,500.00</p> <p>Unclassified Excavation (removing/disposing sugar sand)..... 400 CY @ \$14.00 / CY..... \$5,600.00</p> <p>Borrow Excavation (Clay Soil)..... 1,000 CY @ \$16.00 / CY..... \$16,000.00</p> <p>TOM Type 2..... 1405 SY @ \$12.00 / SY..... \$16,860.00</p> <p>WBCP Type IV..... 1.5 Acres @ \$5,000.00 / AC..... \$7,500.00</p> <p>Soil Testing..... 4 EA @ \$240.00 Each..... \$960.00</p> <p>Lime..... 2 TONS @ \$1,300.00 / TON..... \$2,600.00</p> <p>Nitrogen..... 50 LBS @ \$5.00 / LB..... \$250.00</p> <p>Phosphate..... 40 LBS @ \$4.00 / LB..... \$160.00</p> <p>Fertilizer (10-10-10)..... 100 lbs @ \$5.00 / lb..... \$500.00</p> <p>Ditch Check..... 50 tons @ \$120.00 / ton..... \$6,000.00</p> <p>Top Soil..... 80 CY @ \$31.25 / CY..... \$2,500.00</p> <p>TOTAL..... \$61,590.00</p>
List Authorized Sub-Consultants:	Parker Surveying, Terracon, (or as approved by Georgetown County Public Works.)
Deliverables:	Shoulder / ditch repairs and stabilization as per attached proposal.
Justification for Change:	The road shoulders / ditches along Sioux Drive were severely damaged by rains during the Hurricane Matthew storm event. Washouts have compromised the road base resulting in safety concerns that must be addressed.
Start Date: NTP date (January of 2017)	Completion Date: within 180 days of NTP

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

Georgetown County, SC Signatures:		Digital per attached	
<i>[Signature]</i>	12/15/16	Digital	12/13/16
Ray Funnys	Date	(Signature)	Date
Public Services Director			
Johnny Morant, Chairman Georgetown County Council		NOTES: 1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract. 2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <u>must</u> include all elements of this form for each item of work. 3. Attach additional budget forms as needed when multiple tasks and resources are proposed.	
	Date		

#

Item Number: 6.b
Meeting Date: 1/10/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Bid #16-087, Design/Build of Expandable Speculative Shell Building

CURRENT STATUS:

Economic Development is seeking to add a new expandable speculative shell building to the Georgetown County Business Park. According to the SC Dept. of Commerce, over 80% of prospective companies only consider existing buildings. Companies seeking to expand or relocate tend to focus on existing buildings as this will significantly reduce their start-up time. Economic Development believes that this building is critical to business recruitment as there has been a significant drop in prospect interest since the last building sold in September 2015. Half of the budget for this project has been generated from the sale of the last speculative shell building. The other half has been contributed by various economic development partners such as SC Dept. of Commerce, The SC Power Team, Santee Electric Cooperative, and Frontier Communications.

POINTS TO CONSIDER:

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

- 1) Omega Development Co. of Aberdeen, NC;
- 2) Gilbert Construction Co. of Florence, SC;
- 3) Samet Corporation of Charleston, SC;
- 4) Coastal Structures of Georgetown, SC;
- 5) Roebuck Buildings Co. of Roebuck, SC; and
- 6) Thompson Turner Construction of Sumter, SC;

FINANCIAL IMPACT:

Expenditure of previously budgeted funds. This project is included in the FY17 budget as approved, and is funded in GL account number 059.901-50703 up to \$1,800,000.00.

OPTIONS:

- 1) Award to Samet Corporation of Charleston, SC.
- 2) Deny the request for award.

STAFF RECOMMENDATIONS:

Economic Development and the review committee reviewed the six (6) proposals received and selected four (4) finalists for formal interview presentations. After interviews were conducted, Samet Corporation of Charleston, SC was determined to be the highest qualified firm due to their extensive experience in building speculative shell buildings both for customers and their own investment. In addition, Samet offers a wide range of marketing experience with a full-time sales team that will supplement county efforts to market the building to prospective companies. Upon determining Samet Corporation as being the highest ranked offeror, their fee proposal was reviewed and negotiated to the agreed upon final fees as follows:

1. Design Fees to include architectural fees, engineering fees, and preconstruction management expenses total to \$139,600.
 2. Construction Fee is 7% of agreed upon budget of \$1,800,000 which equals \$126,000.
 3. Overhead and Expenses for the duration of the project is \$192,169.
- Not to exceed the guaranteed maximum price budget amount of \$1,800,000.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Bid Solicitation Approval	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Shortlist Recommendation from Brian Tucker, Director of Economic Development	Cover Memo
▣ Final Recommendation from Brian Tucker, Director of Economic Development	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement # 16-087

Procurement for: **Design/Build of Expandable Speculative Shell Building**

Department: **Economic Development**

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$1,800,000.00 FY17

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

Funding Source Location	
G/L Account Number	Funding Amount
059.901.50703	\$ 1,800,000.00

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

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

Grant Approval Attached: ☐-YES ☒-NO


Department Director

10/24/16
Date


Purchasing

10/24/16
Date


Finance Director

11/7/16
Date


County Administrator

11/8/16
Date



Public Bid Opening Tabulation

RFQ #16-087, Design/Build of Expandable Speculative Shell Building
Tuesday, November 8, 2016 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<u>Received</u>	<u>Comments</u>
<i>Omega Development Co.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Gilbert Construction Co.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Samet Corporation</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Coastal Structures</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Roebuck Buildings</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Thompson Turner Construction</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: *[Signature]*

WITNESS: *Ann G. Puckett*



To: Kyle Prufer

From: Brian Tucker, Economic Development Director

Date: November 15, 2016

Re: Recommendation for RFQ 16-087: Design/Build of Expandable Speculative Building

Our committee met yesterday, November 14th, and reviewed all proposals.

The committee would like to ask that Coastal Structures, Samet Corporation, Thompson Turner and Roebuck Builders be invited for an interview on December 1st.

MEMORANDUM

To: Kyle Prufer

From: Brian Tucker

Date: 12/20/2016

Re: RFQ #16-087, Design/Build of Expandable Speculative Shell Building

The Review Committee has reviewed all six proposals, and selected four finalists to make formal presentations. From those finalists, the committee selected the team headed by Samet Corporation as the top finalist for a variety of reasons.

The committee felt that Samet has the most experience in building speculative shell buildings, both for customers and their own investment. In addition to their experience, Samet offers a wide range of marketing experience with a full-time sales team that will supplement county efforts to market the building to prospective companies.

We have also met with Samet representatives to review their fee proposal and discuss the project in more detail. Upon completion of the above, we are confident in Samet's ability to deliver a speculative building that will be highly marketable within the confines of the published budget. The agreed upon final fees and expenses are as follows:

1. Design Fees to include architectural fees, engineering fees and preconstruction management expenses total to \$139,600.
2. Construction Fee is 7% of the agreed upon budget of \$1,800,000 which equals \$126,000.
3. Overhead and Expenses for the duration of the project is \$192,169.

Based on these factors, I recommend awarding RFQ #16-087 to Samet Corporation and partners, and recommend execution of all documents and contracts associated with the design and construction of the speculative project as outlined in the RFQ.

Item Number: 6.c
Meeting Date: 1/10/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #16-110, Grass Cutting and Grounds Maintenance for Southern Parks Section

CURRENT STATUS:

Georgetown County awarded the original contract on May 23, 2016 to L & M Lawn Service of Conway, SC. Due to complaints from various staff, a Cure Notice was sent to the vendor on 9/20/16 to try to remedy the situation. Upon receipt of the Cure Notice, L & M Lawn Service contacted Georgetown County staff and advised that they were in agreement that they could not handle the amount of work required for the Southern Parks Section and did not want this to negatively affect their reputation. Therefore, the current contract was terminated with both parties in agreement. An alternate vendor, C & D Landscaping, who is an existing vendor for the grass cutting and grounds maintenance of another parks section stepped in to finish the growing season in the interim while these services have been rebid.

POINTS TO CONSIDER:

This solicitation was originally advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There were four (4) proposals received:

- 1) Douglas Landscapes of Timmonsville, SC @ \$2,370.00.00 Total One-Cut Section Cost;
- 2) Moore's on Point Services of Georgetown, SC @ \$1,700.00 Total One-Cut Section Cost;
- 3) C & D Landscaping Services of Conway, SC @ \$1,865.00 Total One-Cut Section Cost;
- 4) Carolina Landscaping of Johnsonville, SC @ \$1,615.00 Total One-Cut Section Cost;

Evaluation Criteria

In determining the successful bidder, the following evaluation factors, in addition to cost, were considered but not limited to:

- a) Demonstrated capability to perform the work assigned with sufficient equipment and skilled labor @ 30-Points;
- b) Ability to complete the work within the assigned time frames @ 15-Points;
- c) Review of past record of performance on projects of similar scope @ 25-Points; and
- d) Amount, type, capacity and age of existing grass mowing equipment in bidders current inventory @ 30-Points.

FINANCIAL IMPACT:

The annual budget for Parks Maintenance in 010.579 50487 for all territories is \$190,000. Based on past services, the Southern Parks section is estimated to be budgeted around \$1,400.00 a cut for the Total One-Cut Section Cost.

OPTIONS:

- 1) Approve the new award per staff recommendation to C & D Landscaping Services of Conway, SC for Grass Cutting and Grounds Maintenance for Southern Parks Section, as needed and

performed, based on requirements and available funds.

2) Decline to approve staff's recommendation.

STAFF RECOMMENDATIONS:

Parks and Recreation staff reviewed all proposals submitted for the Southern Section Grass Cutting and Grounds Maintenance and recommends award to the highest qualified offeror, C & D Landscaping of Conway, SC. C & D Landscaping Services have proven that they have the staff and equipment to be able to handle multiple park sections based upon their interim work and satisfactory performance for other private clients as well. Also, numerous compliments have been received concerning park conditions for facilities serviced by this vendor. The lowest offeror, Carolina Landscape is the current contractor for the Northern section. While this vendor is currently providing adequate services for this section, this vendor has proven, through previous contracts with Georgetown County, unable to handle multiple sections simultaneously. This vendor does not possess the personnel and equipment to manage multiple sections. The second lowest offeror, Moore's On Point Services, was disqualified from consideration of this bid due to the following reasons. Based upon review, the contractor does not possess sufficient quantity of equipment/equipment types to handle the volume/time constraints necessary for this work. Also, based upon bid submittal, the contractor has no relevant landscape or mowing related references to support the ability to handle a contract of this type or magnitude. In the future, this new vendor may grow sufficiently to permit consideration for future mowing contracts. C & D Landscaping of Conway, SC was the 3rd lowest and is recommended based on their equipment, staff, references, and outstanding performance with the County thus far.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Solicitation Approval	Cover Memo
<input type="checkbox"/> Public Bid Opening Tabulation	Cover Memo
<input type="checkbox"/> Bid Summary Worksheet	Cover Memo
<input type="checkbox"/> Recommendation from Beth Goodale	Cover Memo



Georgetown County, South Carolina
PROCUREMENT SOLICITATION APPROVAL
Procurement #16-036 110

Procurement for: REBID-Grass Cutting and Grounds Maintenance for
Southern Parks Section

Department: Parks and Recreation

Budgeted: ☒-YES ☐-NO

Budgeted/Estimated Cost: \$ 1400/cut * FY16

Funds Available: ☒-YES ☐-NO ☐-Pending

☒-Cash Purchase

☐-Municipal Lease/Purchase Financing

* Number of cuts/season varies due to seasonal growing conditions

Funding Source Location	
G/L Account Number	Funding Amount
010.579-50487	\$ 1400/cut *

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

B. Soodale

Department Director

3/22/16

Date

[Signature]

Purchasing

3/22/16

Date

Scott C. Pinter

Finance Director

3/22/16

Date

[Signature]

County Administrator

3/22/16

Date



Public Bid Opening Tabulation
Bid #16-110-Grass Cutting and Grounds Maintenance for
Southern Parks Section

Wednesday, November 23, 2016 at 3:30 PM Eastern NIST

<u>OFFEROR</u>	<u>Total Southern Section (One Cut Cost)</u>	<u>Fuel Factor %</u>	<u>Comments</u>
Douglas Landscapes	2,365 ⁰⁰	0%	
Carolina Landscaping	1,635 ⁰⁰	10%	
C & D Landscaping	1,830 ⁰⁰	15%	
Moore's On Point Services <i>AP</i>	1,700 ⁰⁰	8%	

OPENED BY: *[Signature]*

WITNESS: *John A. Puckett*

Bid Summary Worksheet #16-110, Grass Cutting and Grounds Maintenance for Southern Parks Section					
		Douglas Landscapes	Carolina Landscaping	C & D Landscaping Services	Moore's On Point Services
<u>Location:</u>	<u>Approx. Acreage/ Service Requirement</u>				
East Bay Park/Alford Center	20 Acres/Weekly	\$450.00	\$320.00	\$400.00	\$350.00
Winyah Bay Fishing Pier	1 Acre/Every Other Week	\$45.00	\$20.00	\$25.00	\$35.00
Hobcaw Point Fishing Pier	1/4 Acre/Every Other Week	\$15.00	\$5.00	\$25.00	\$30.00
South Island Park	15 Acres/Weekly	\$325.00	\$240.00	\$300.00	\$150.00
South Island Ferry	1/2 acre/Every Other Week	\$30.00	\$10.00	\$25.00	\$20.00
North Santee Park & Community Center	9 Acres/Every Other Week	\$225.00	\$180.00	\$180.00	\$150.00
Pole Yard Landing	1 Acre/Monthly	\$60.00	\$16.00	\$50.00	\$65.00
Howard Recreation Center	1 Acre/Weekly	\$55.00	\$20.00	\$25.00	\$65.00
Beck Recreation Center	9 Acres/Weekly	\$200.00	\$144.00	\$180.00	\$150.00
Georgetown County Admin Office	weekly Saturday (not before 8 am)	\$35.00	\$20.00	\$25.00	\$25.00
Clemson Extension	weekly, Saturday (not before 8 am)	\$35.00	\$20.00	\$15.00	\$25.00
Georgetown County Museum	weekly, Saturday (not before 8 am)	\$35.00	\$20.00	\$15.00	\$20.00
Georgetown County Historic Courthouse	weekly, Saturday (not before 8 am)	\$35.00	\$40.00	\$15.00	\$35.00
Public Services Admin Public Services Admin	weekly Saturday (not before 8 am)	\$35.00	\$20.00	\$15.00	\$20.00
American Red Cross	weekly, Saturday (not before 8 am)	\$35.00	\$20.00	\$0.00	\$15.00
Dept. of Juvenile Justice	weekly, Saturday (not before 8 am)	\$45.00	\$20.00	\$0.00	\$10.00
Dept. Probation & Parole	weekly, Saturday (not before 8 am)	\$35.00	\$20.00	\$0.00	\$25.00
Voters Registration	weekly Saturday or Sunday	\$35.00	\$20.00	\$25.00	\$30.00
Georgetown County Health Dept.	weekly Saturday or Sunday	\$60.00	\$25.00	\$35.00	\$75.00
Veterans Affairs Office	weekly Saturday or Sunday	\$60.00	\$20.00	\$35.00	\$50.00
Dept. of Social Services	weekly Saturday or Sunday	\$45.00	\$50.00	\$55.00	\$35.00
Magistrate Traffic Court Office	weekly Saturday or Sunday	\$45.00	\$40.00	\$40.00	\$25.00
Georgetown Library	weekly Saturday or Sunday	\$45.00	\$45.00	\$55.00	\$30.00
Georgetown County Judicial Center	weekly Saturday or Sunday	\$45.00	\$60.00	\$70.00	\$30.00
Waccamaw Reg. Council of Govt	weekly, Saturday (not before 8 am)	\$45.00	\$40.00	\$55.00	\$30.00
Winyah Recreation Center	weekly	\$45.00	\$20.00	\$40.00	\$30.00
Carroll Ashmore Campbell Boat Landing	8 acres/weekly	\$250.00	\$160.00	\$160.00	\$175.00
TOTAL SOUTHERN SECTION (One Cut Cost)		\$2,370.00	\$1,615.00	\$1,865.00	\$1,700.00
		CORRECTED	CORRECTED	CORRECTED	
Fuel Cost Factor		0%	10%	15%	8%

**GEORGETOWN COUNTY
SOUTH CAROLINA**

TO: NANCY SILVER, KYLE PRUFER
FROM: BETH GOODALE *B. Goodale*
SUBJECT: SOUTHERN SECTION MOWING BID #16-110
DATE: 12/21/2016
CC: RICKY ROWE

Staff have reviewed all bids submitted for Southern Section Mowing Bid #16-110. At this time we recommend approval of contract with lowest qualifying bidder C&D Landscaping of Conway, SC.

C&D Landscaping has demonstrated, through service to Georgetown County that vendor possesses both staff and equipment in sufficient quantities to appropriately and professionally perform required services for more than one section of Georgetown County's facilities simultaneously. Most recently this vendor satisfactorily performed interim services for the Southern Section required in 2016 due to mid-season default of previous vendor.

Additionally, this vendor also performs simultaneous services in a satisfactory manner for SC Department of Natural Resources (Waccamaw Neck Boat Landings) and a number of other private clients without negative impact upon services to Georgetown County.

Vendor has also proven, through provision of satisfactory services to Georgetown County, responsiveness and ability to efficiently provide additional seasonal services such as pruning, landscape repairs/replacement, etc. without impacting normal service provision to Georgetown County.

Numerous compliments from citizens have been received concerning park conditions for facilities serviced by this vendor.

Non-qualifying vendors

Lowest offeror, Carolina Landscape, is current contractor for Northern Section. While this contractor is currently providing adequate services in this section this vendor has proven, through previous contracts with Georgetown County, unable to handle multiple sections simultaneously. This vendor is limited as they do not possess personnel and equipment sufficient to manage multiple sections requiring simultaneous services.

2nd lowest bid offeror Moore's On Point Services was disqualified from consideration of this bid due to several factors including:

1. Based upon review contractor does not possess sufficient quantity of equipment/equipment types required to handle the volume, time constraints and multiple facility locations requiring simultaneous services.
2. Based upon bid submittal contractor has no relevant landscape or mowing related references to support ability to handle contract of this type or magnitude.

In the future this new vendor may grow sufficiently to permit consideration for future mowing contracts.

Item Number: 6.d
Meeting Date: 1/10/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Procurement #16-108, Repair/Replacement of Public Beach Dune Walk-Overs

CURRENT STATUS:

A significant number of the public beach walkovers that protect the dunes crossings in the Garden City, and Litchfield Beach communities of Georgetown County received varying damage or were destroyed. The County worked with Walsh Krowka Architects, our awarded IDIQ Landscape Design firm, and their engineering partner, The Earthworks Group, to identify the sites, access the damage, and provide standardized replacement specifications and requirements for the fifty-two (52) locations with structures at the sixty-six (66) locations to be addressed. This quantity includes two (2) drive-over emergency accesses for first response vehicles, with the balance being pedestrian access walks. The beach segments that were affected include:

- Segment 1 – North Garden City (#1 - #27, including Emergency Access #2),
- Segment 2 – South Garden City (#28 - #44, including Emergency Access #42), and
- Segment 3 – Litchfield (#45 - #66).

To afford equal access to all areas prior to the Easter holiday weekend (April 14-16, 2017) the project is to be completed in two (2) phases: PHASE 1 (Even Numbered Accesses) will be completed by Friday, April 14, 2017, with PHASE 2 (Odd Numbered Accesses) to be completed by the Memorial Day weekend (May 26-29, 2017) on or before Thursday, May 25, 2017. The result will be that beginning Easter weekend, at least every other beach access will be open, with all accesses open by Memorial Day.

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. There were two (2) responses received and tabulated at the Public Bid Opening on Wednesday, January 4, 2017:

- 1) Sellers General Construction, LLC of Conway, SC at a project lump sum total of \$410,709.00; and
- 2) Associates Roofing & Construction (ARC) of Murrells Inlet, SC at a project lump sum of \$748,768.00.

FINANCIAL IMPACT:

The engineer's estimated cost for the repair/replacement was \$1,273,188.00. This was not a previously budgeted expense. Initial funding in part will come from insurance claims, with 75% of the balance after insurance expected to come from FEMA, and the remaining amount to come from a combination of state and local funds.

OPTIONS:

- 1) Award to the lowest qualified bidder, Sellers General Construction LLC of Conway, SC at a project lump sum total of \$410,709.00; OR
- 2) Decline to award.

STAFF RECOMMENDATIONS:

The Department of Public Services, and the Capital Projects Division, reviewed the low bid offer from Sellers General Construction, and conducted a project review with the contractor to confirm their understanding of the project. Staff recommends award to the lowest qualified offeror, Sellers General Construction, LLC of Conway, SC in the lump sum amount of \$410,709.00. The County also has satisfactory experience with Sellers on the County Fire Substation and Andrews Airport Box Hangar projects.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Public Bid Opening Tabulation	Backup Material
▣ Bid Tabulation Summary Worksheet	Backup Material
▣ Recommendation from Mr. Funnye	Backup Material
▣ Project Location Maps	Backup Material



Public Bid Opening Tabulation
RFP #16-108, Repair/Replacement of Public Beach Dune Walk-Overs
Wednesday, January 04, 2017, at 300 PM Eastern NIST

<u>Name of Company</u>	<u>Bid Bond Enclosed</u>	<u>Segment 1</u> Project Manual, Page 18	<u>Segment 2</u> Project Manual, Page 18	<u>Segment 3</u> Project Manual, Page 18	<u>Base Bid TOTAL</u> Project Manual, Page 18	<u>Comment(s)</u>
<i>Sellers General Construction</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ <i>124,097⁰⁰</i>	\$ <i>125,917⁰⁰</i>	\$ <i>160,690⁰⁰</i>	\$ <i>410,704⁰⁰</i>	
<i>Associates Roofing & Construction</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ <i>198,813⁰⁰</i>	\$ <i>220,171⁰⁰</i>	\$ <i>329,784⁰⁰</i>	\$ <i>748,768⁰⁰</i>	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$ <i>75</i>	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$	

OPENED BY: *1 [Signature]*

WITNESS: *Ann G. Puckett*

Segment 1 - North Garden City			ARC, Incorporated	Sellers Gen'l Const
Beach Access No.	Project Phase	Location	Lump Sum Cost	Lump Sum Cost
1	2	Yucca Ave at Waccamaw Dr	\$ 13,460.00	\$ 10,034.00
2	1	751 Waccamaw Dr (EMERG)	\$ 57,487.00	\$ 39,231.00
3	2	825 Waccamaw Dr	\$ 11,786.00	\$ 11,199.00
4	1	855 Waccamaw Dr	\$ 22,950.00	\$ 12,054.00
5	2	886 Waccamaw Dr	\$ 17,162.00	\$ 12,107.00
6	1	915 Waccamaw Dr	\$ 3,993.00	\$ 2,041.00
7	2	945 Waccamaw Dr	\$ 12,850.00	\$ 3,800.00
8	1	973 Waccamaw Dr	\$ 5,175.00	\$ 3,839.00
9	2	1005 Waccamaw Dr	\$ 9,500.00	\$ 6,732.00
10	1	1037 Waccamaw Dr	\$ 6,525.00	\$ 2,335.00
11	2	1103 Waccamaw Dr	n/a	\$ 3,298.00
12	1	1119 Waccamaw Dr	n/a	\$ 2,408.00
13	2	1135 Waccamaw Dr	\$ 1,800.00	n/a
14	1	1153 Waccamaw Dr	\$ 2,350.00	n/a
15	2	1171 Waccamaw Dr	\$ 4,700.00	\$ 2,512.00
16	1	1185 Waccamaw Dr	\$ 4,700.00	\$ 3,326.00
17	2	1205 Waccamaw Dr	n/a	n/a
18	1	1219 Waccamaw Dr	\$ 1,450.00	\$ 297.00
19	2	1235 Waccamaw Dr	\$ 5,600.00	\$ 2,602.00
20	1	1253 Waccamaw Dr	\$ 12,150.00	\$ 3,316.00
21	2	1265 Waccamaw Dr	n/a	n/a
22	1	1283 Waccamaw Dr	n/a	n/a
23	2	1295 Waccamaw Dr	\$ 1,275.00	\$ 345.00
24	1	1311 Waccamaw Dr	n/a	n/a
25	2	1323 Waccamaw Dr	\$ 2,450.00	\$ 2,478.00
26	1	1339 Waccamaw Dr	n/a	n/a
27	2	1357 Waccamaw Dr	\$ 1,450.00	\$ 148.00
		Segment 1 Lump Sum Total	\$ 198,813.00	\$ 124,102.00
Segment 2 - South Garden City				
Beach Access No.	Project Phase	Location	Lump Sum Cost	Lump Sum Cost
28	1	1373 Waccamaw Dr	n/a	n/a
29	2	1387 Waccamaw Dr	\$ 6,875.00	\$ 4,342.00
30	1	1403 Waccamaw Dr	n/a	n/a
31	2	1417 Waccamaw Dr	\$ 7,600.00	\$ 3,865.00
32	1	1433 Waccamaw Dr	n/a	n/a
33	2	1447 Waccamaw Dr	\$ 6,700.00	\$ 3,284.00
34	1	1465 Waccamaw Dr	\$ 6,450.00	\$ 2,150.00
35	2	1501 Waccamaw Dr	\$ 7,850.00	\$ 5,266.00
36	1	1509 Waccamaw Dr	n/a	n/a
37	2	1525 Waccamaw Dr	n/a	n/a
38	1	1689 Waccamaw Dr	\$ 19,100.00	\$ 6,462.00
39	2	1727 Waccamaw Dr	\$ 15,060.00	\$ 6,286.00
40	1	1763 Waccamaw Dr	\$ 18,750.00	\$ 13,356.00
41	2	1813 Waccamaw Dr	\$ 19,178.00	\$ 13,320.00
42	1	1885 Waccamaw Dr (EMERG)	\$ 63,108.00	\$ 41,126.00
43	2	1943 Waccamaw Dr	\$ 14,250.00	\$ 14,580.00
44	1	2015 Waccamaw Dr	\$ 35,250.00	\$ 11,880.00
		Segment 2 Lump Sum Total	\$ 220,171.00	\$ 125,917.00
Segment 3 - Litchfield				
Beach Access No.	Project Phase	Location	Lump Sum Cost	Lump Sum Cost
45	2	1240 Parker Dr	\$ 7,775.00	\$ 3,894.00
46	1	1146 Parker Dr	\$ 8,325.00	\$ 7,290.00
47	2	1068 Parker Dr	\$ 3,196.00	\$ 1,410.00
48	1	980 Parker Dr	\$ 7,825.00	\$ 3,909.00
49	2	170 Seaview Lp	\$ 6,286.00	\$ 2,586.00
50	1	114 Seaview Lp	\$ 8,975.00	\$ 6,670.00
51	2	40 Seaview Lp	\$ 9,635.00	\$ 8,082.00
52	1	630 Parker Dr	\$ 8,975.00	\$ 3,859.00
53	2	546 Parker Dr	\$ 9,775.00	\$ 5,224.00
54	1	478 Parker Dr	\$ 67,350.00	\$ 20,135.00
55	2	42 Shorebird Lp	\$ 17,650.00	\$ 12,071.00
56	1	Parker Dr at Songbird Ln	\$ 7,600.00	\$ 3,832.00
57	2	Parker Ln at Media Ln	\$ 8,250.00	\$ 1,930.00
58	1	Parker Dr at Summertime Ln	\$ 9,750.00	\$ 3,982.00
59	2	Parker Dr at Loggerhead Kn	\$ 4,250.00	\$ 2,675.00
60	1	173 Norris Dr	\$ 50,680.00	\$ 9,306.00
61	2	199 Norris Dr	\$ 32,160.00	\$ 12,757.00
62	1	265 Norris Dr	\$ 18,735.00	\$ 13,301.00
63	2	347 Norris Dr	\$ 7,550.00	\$ 8,014.00
64	1	417 Norris Dr	\$ 10,025.00	\$ 9,185.00
65	2	497 Norris Dr	\$ 10,999.00	\$ 9,202.00
66	1	539 Norris Dr	\$ 14,018.00	\$ 11,376.00
		Segment 3 Lump Sum Total	\$ 329,784.00	\$ 160,690.00
		Bid Bond Included:	YES	YES
		Project Total:	\$ 748,768.00	\$ 410,709.00



Georgetown County

Department of Public Services

Phone: (843) 545-3325

Fax: (843) 545-3396

Memorandum

To: Kyle Prufer

From: Ray C. Funnye, Director

A handwritten signature in blue ink, appearing to read 'Ray C. Funnye'.

File No.: 316.16.2

Date: January 5, 2017

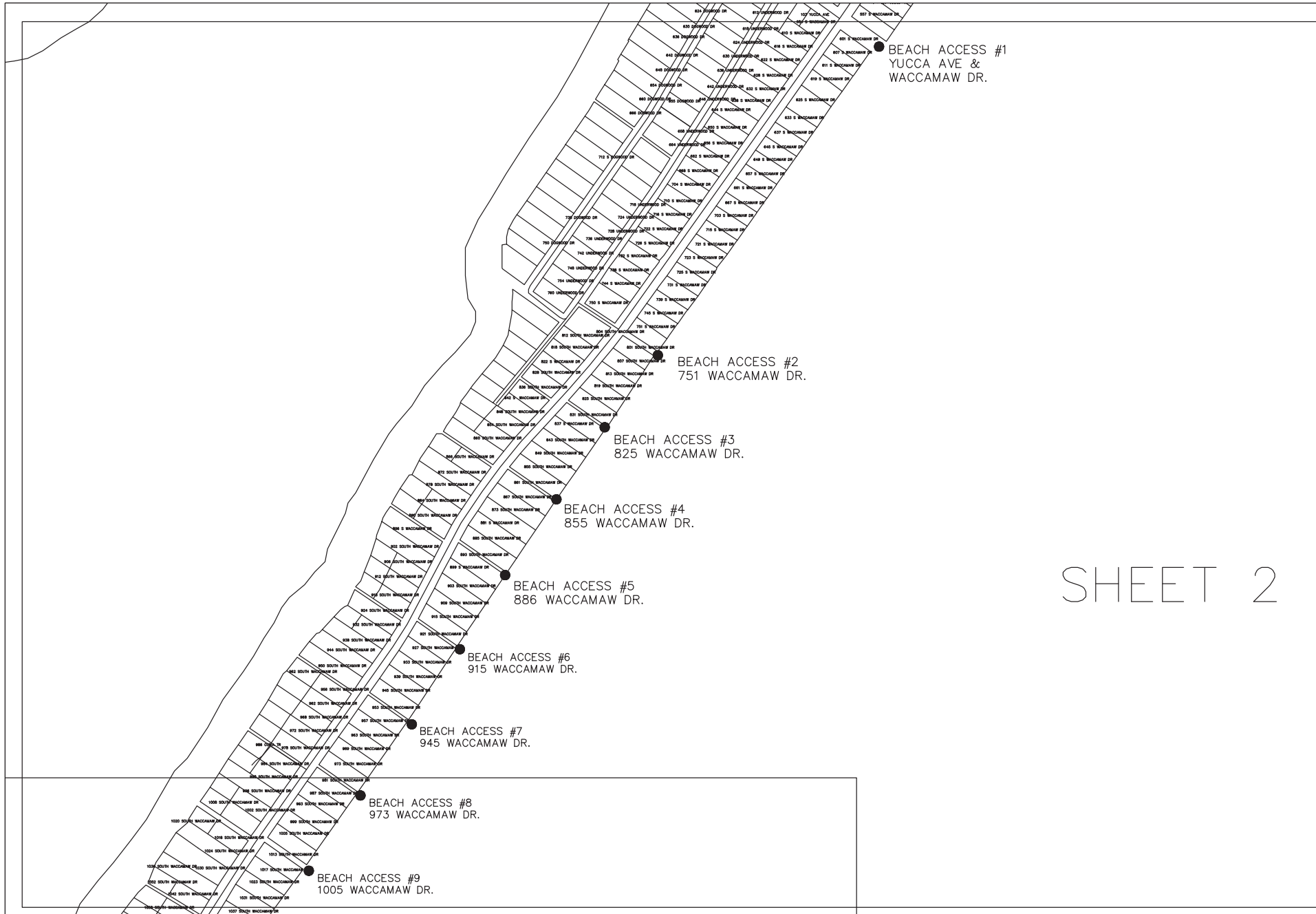
Re: Recommendation for Bid # 16-108 Repair/Replacement of Public Beach Dune Walk-Overs Project

On January 5, 2017 Georgetown County Department of Public Services received two (2) bids for Bid #16-108 Repair/Replacement of Public Beach Dune Walk-Overs Project. The scope of work includes the repair and/or replacement of timber dune walkovers to access the public beaches in Garden City Beach and Litchfield Beach. There are a total of 66 public beach accesses, 54 of which contain structures, with 52 of the structures requiring repairs. All bids were reviewed for compliance and completeness.

Sellers General Construction, LLC, submitted the lowest base bid, in the amount of \$410,709.00.

As part of our due diligence, we met with the contractor on today's date and they affirmed their bid and their understanding of the project scope, materials and schedule.

Based on the aforementioned, I hereby recommend that the award of Bid # 16-108 Repair/Replacement of Public Beach Dune Walk-Overs Project go to Sellers General Construction, LLC in the amount of \$410,709.00.



Georgetown County
South Carolina
Phone: (843) 545-3234 Fax: (843) 545-1905
Internet: www.georgetownsc.org

NO. 1 11/25/2016

BEACH ACCESS LOCATIONS
GEORGETOWN COUNTY, SOUTH CAROLINA

PROJECT:

SCALE: 1"=300'

DESIGNED BY: ASB

DRAWN BY: MPM

DATE: 11/8/2016

GARDEN CITY
BEACH

2

SHEET NO.

NO. 1 11/25/2016

BEACH ACCESS LOCATIONS
 GEORGETOWN COUNTY, SOUTH CAROLINA

PROJECT:

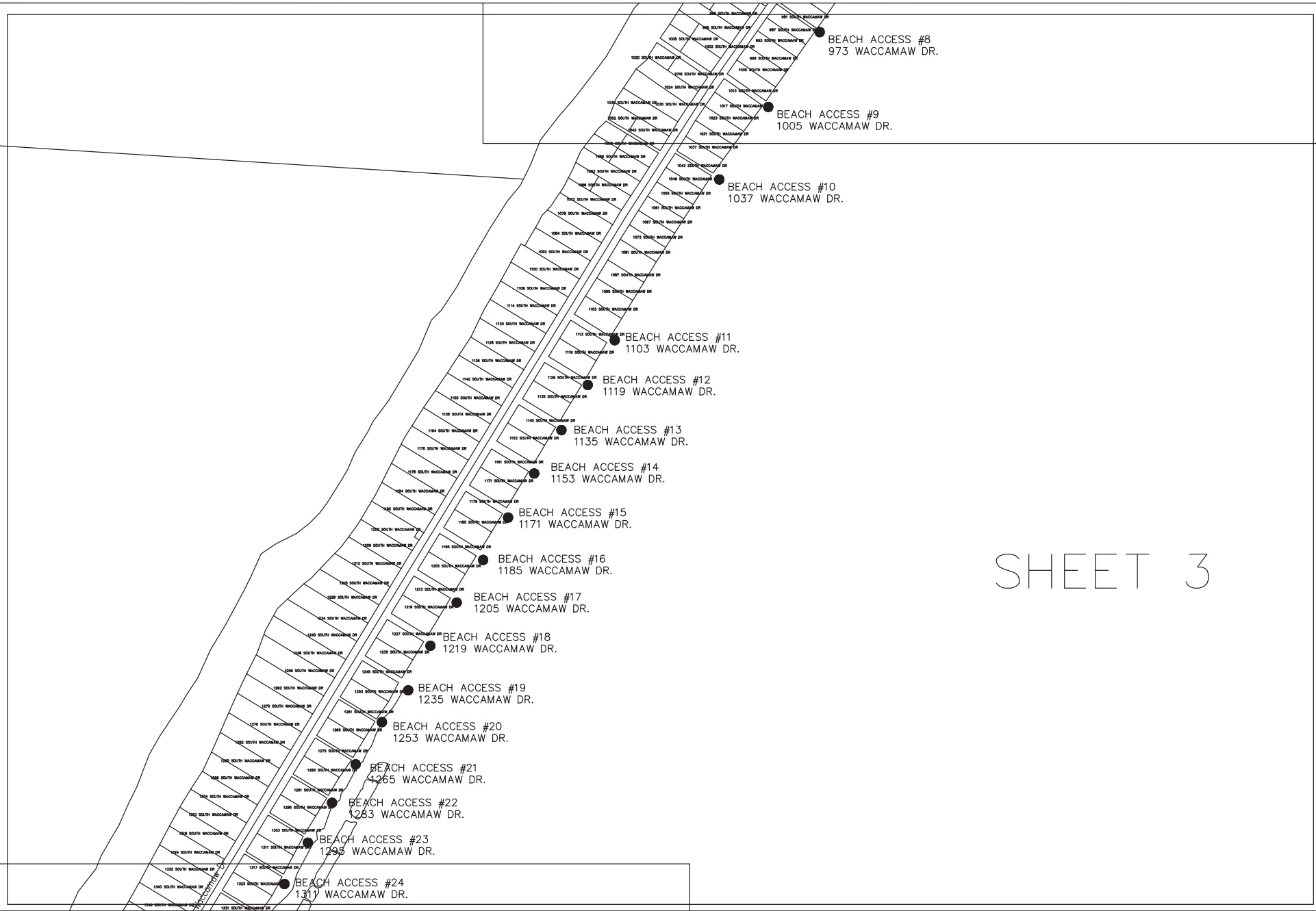
SCALE: 1"=300'
 DESIGNED BY: ASB
 DRAWN BY: MPM
 DATE: 11/8/2016

GARDEN CITY BEACH

3

SHEET NO.

SHEET 3





NO. 11/25/2016

BEACH ACCESS LOCATIONS
GEORGETOWN COUNTY, SOUTH CAROLINA

PROJECT:

SCALE: 1"=300'

DESIGNED BY: ASB

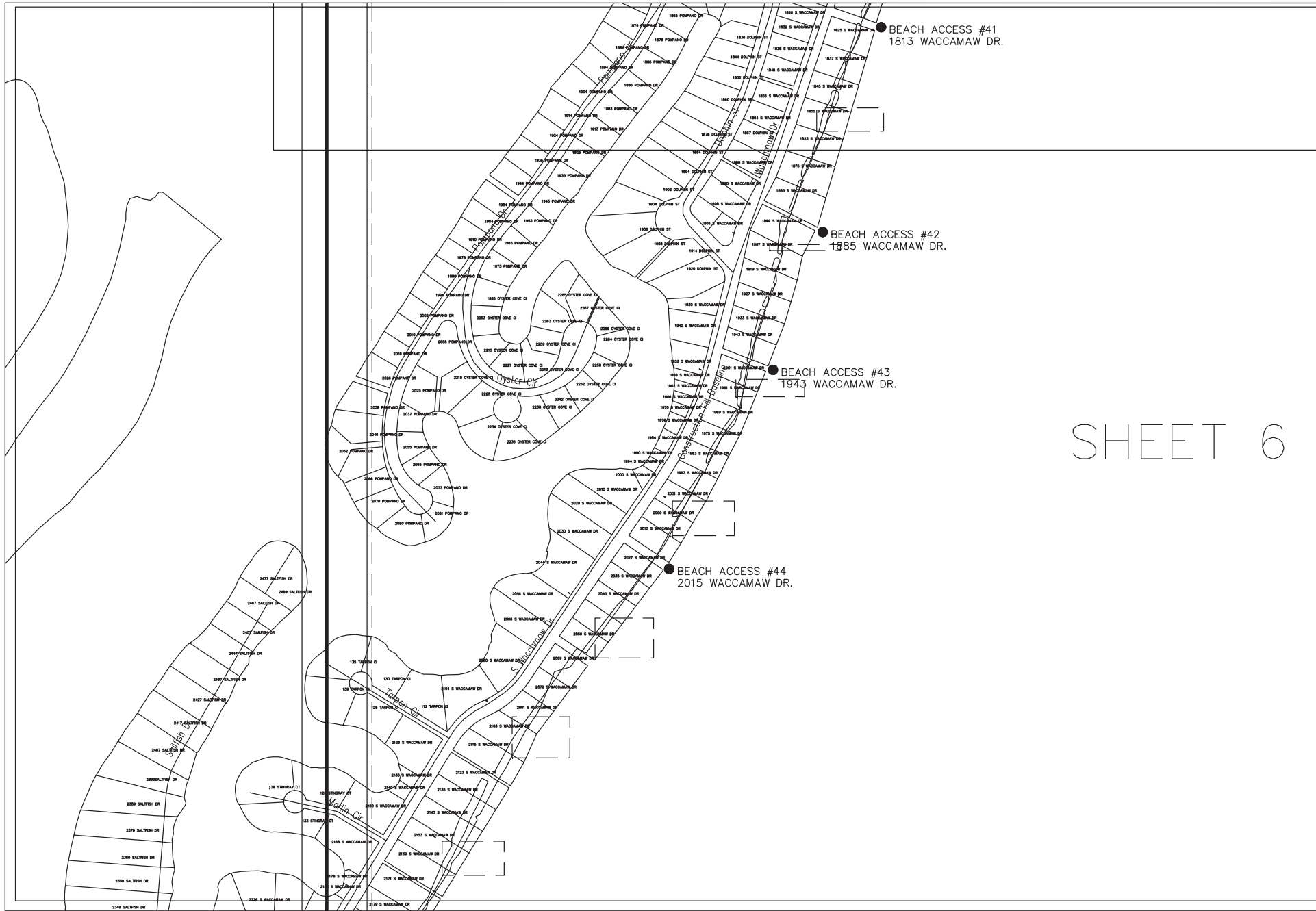
DRAWN BY: MPM

DATE: 11/8/2016



GARDEN CITY
BEACH

5

SHEET NO.



SHEET 6



Seal of the State of Georgia
Seal of the City of Garden City

Phone: (843) 545-3234 Fax: (843) 545-1905
Internet: www.gardencitysc.org

NO. 11/25/2016

BEACH ACCESS LOCATIONS
GEORGETOWN COUNTY, SOUTH CAROLINA

PROJECT:

SCALE: 1"=300'

DESIGNED BY: ASB

DRAWN BY: MPM

DATE: 11/8/2016

GARDEN CITY
BEACH

6

SHEET NO.

Item Number: 6.e
Meeting Date: 1/10/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Acceptance of South Carolina Rural Infrastructure Grant

CURRENT STATUS:

Pending acceptance.

POINTS TO CONSIDER:

Georgetown County has been awarded South Carolina Rural Infrastructure grant funding in the amount of \$175,000 (Grant No. R-17-3015). The grant funding is designated to benefit Simpson Lumber.

FINANCIAL IMPACT:

Award of \$175,000 in grant funding to benefit Simpson Lumber.

OPTIONS:

1. Accept SC Rural Infrastructure Authority grant in the amount of \$175,000 to benefit Simpson Lumber.
2. Do not accept SC Rural Infrastructure Authority grant in the amount of \$175,000 to benefit Simpson Lumber.

STAFF RECOMMENDATIONS:

Accept SC Rural Infrastructure Authority grant in the amount of \$175,000 to benefit Simpson Lumber.

ATTACHMENTS:

Description	Type
▣ RIA Grant Agreement (R-17-3015)	Exhibit

NOV 16 2016

Robert M. Hitt III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

November 14, 2016

Mr. Sel Hemingway
County Administrator
Georgetown County
716 Prince Street
Georgetown, SC 29440

Re: Grant #R-17-3015

Dear Mr. Hemingway:

Congratulations on your successful application for funding from the South Carolina Rural Infrastructure Authority (RIA). Enclosed is a copy of the grant agreement, which must be executed in order for Georgetown County to accept the Economic Infrastructure Grant approved for the Indian Hut Road Economic Infrastructure project as described in the grant application.

It is necessary that an official with legal authority to execute such contracts sign the two enclosed originals of the grant award (Signature Page of the Grant Agreement) and return one of these originals to this office within 15 days from the date of award.

Acceptance of the grant requires that you comply with all of the terms and conditions as outlined in the Grant Agreement attached herein. RIA funds may not be obligated or expended until a *Notice to Proceed* has been issued and the construction contract has been reviewed by our office. For all activities funded in whole or in part by the RIA, it will be necessary to follow local procurement procedures that are substantially equivalent to the Model Procurement Ordinance for Local Governments developed in accordance with the SC Consolidated Procurement Code and to submit contractual agreements to the RIA prior to execution. You will be required to submit a progress report on the first day of each calendar quarter. The first reporting date for this grant is April 1, 2017. Timely submission of reports will ensure the processing of requests for payments from your grant award. Include the grant number on all reports, requests for payment and correspondence. RIA *Project Management Procedures* and forms which must be used in the administration of the grant are located on our website at www.ria.sc.gov. Please take time to review these procedures before beginning your project.

We are available to assist you throughout the implementation of your project. If you have any questions or need assistance, please do not hesitate to contact your RIA Program Manager, Jackie Calvi Mack at 803.737.0392, or jcmack@ria.sc.gov.

Sincerely,


Bonnie Ammons
Executive Director

Enclosures

cc: RIA file
Brian Tucker, Economic Development Director, Georgetown County



Grant Award

<u>Grantee:</u>	Georgetown County	<u>Date of Award:</u>	November 7, 2016
<u>Grant Title:</u>	Indian Hut Road Economic Infrastructure	<u>Award Amount:</u>	\$175,000
<u>Grant Period:</u>	November 7, 2016 – May 7, 2018	<u>Grant Number:</u>	R-17-3015

The South Carolina Rural Infrastructure Authority ("RIA") hereby awards funds to the above named Grantee, in the amount shown above, for the activities specified in the application and for the purposes authorized. The acceptance of this award creates a contract between RIA and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement.

SPECIAL CONDITIONS

1. Grantee must submit revised application forms and other appropriate information to be consistent with grant award and the revised scope of work. Application should also show Georgetown County as the Applicant.
2. Grantee must provide a commitment letter for all local funds signed by the chief elected or administrative official.
3. An RIA performance agreement must be executed with the company prior to the release of funds which commits to the creation of 20 new jobs within five years of the assistance.
4. Grantee must meet with RIA for technical assistance regarding implementation of grant.
5. Grantee must comply with the RIA Project Management Procedures.

This contract shall become effective, as of the date of award, upon return of one copy of this grant award which has been signed in the space provided below. The copy must have original signatures and must be returned within fifteen (15) days from the date of award.


Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

ACCEPTANCE FOR THE GRANTEE:

Signature of Executive Official (with authority to execute contract)

Date

Typed Name and Title of Chief Executive Official

ATTEST:

Signature of Authorized Official

Title of Authorized Official



Grant Award


<u>Grantee:</u>	Georgetown County	<u>Date of Award:</u>	November 7, 2016
<u>Grant Title:</u>	Indian Hut Road Economic Infrastructure	<u>Award Amount:</u>	\$175,000
<u>Grant Period:</u>	November 7, 2016 – May 7, 2018	<u>Grant Number:</u>	R-17-3015

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Bonnie Ammons, Executive Director
SC Rural Infrastructure Authority

ACCEPTANCE FOR THE GRANTEE:

Signature of Executive Official (with authority to execute contract)

Date

Typed Name and Title of Chief Executive Official

ATTEST:

Signature of Authorized Official

Title of Authorized Official



South Carolina
Rural Infrastructure Authority

GRANT AGREEMENT

Georgetown County (Grant #R-17-3015)

In accordance with the provisions of Section 11-50-10 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), the South Carolina Rural Infrastructure Authority, hereinafter called the "Authority," does commit to the Grantee, a grant as set forth in the Grant Award which is attached hereto and made a part of this Grant Agreement (the "Agreement"). The acceptance of the Agreement creates a contract between the Authority and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the approved Grant Application including any attachments or other submissions made, or to be made thereto, and this Agreement. Such activities and obligations shall be carried out in accordance with the terms and conditions set forth in this Agreement, as well as the Grant program requirements and project management procedures, and any other documents or conditions referred to herein and as may be revised or updated from time to time.

The Grant Award serves as the signature page for this Agreement and must be executed and returned to the Authority within 15 days of the Award Date.

Section 1: DEFINITIONS.

- (a) Agreement means the Grant Award and Grant Agreement.
- (b) Application means the Grant application forms submitted by the Grantee and approved by the Authority.
- (c) Grant Award means the form setting forth the amount of funds awarded to the Grantee and serving as the signature page to this Agreement.
- (d) Award Date means the date on which the Grant is awarded by the Authority.
- (e) Grant Period means the 18 month time period reflected in the Grant Award during which the Grant will be implemented.
- (f) Contractor means a private contractor who undertakes all or part of the Project.
- (g) Authority means the South Carolina Rural Infrastructure Authority.

- (h) Grant means the dollars committed by the Authority to the Grantee for the Project identified in the Application and set forth in the Grant Award.
- (i) Grantee means the unit of government or other eligible entity such as a special purpose or public service district, or public works commission, designated for the Grant and set forth in the Grant Award.
- (j) Project means the project identified and described in the Application.
- (k) State means the State of South Carolina and any agencies or offices thereof.
- (l) Subrecipient means a governmental or not-for-profit water and/or sewer organization authorized to carry out any portion of the Project under a written agreement with the Grantee that has been approved in advance by the Authority.

Section 2: RIA PROGRAM REQUIREMENTS AND PROJECT MANAGEMENT PROCEDURES. The Grantee must comply with the requirements of Title 11, Chapter 50 of the Code as well as any project management procedures provided by the Authority.

Section 3: SCOPE OF WORK. The Grant shall be used only for specified activities approved in the Application, which is included by reference to this Agreement, unless otherwise approved in writing by the Authority.

Section 4: AWARD. The Authority has legal authorization under the Code to award grants for qualified projects and to enter into agreements. Accordingly, the Authority hereby commits the Grant to be used only for the Project and related costs, as described in the Application. Funds obligated or expended prior to the Grant Award or for activities that have not received written approval from the Authority shall be considered ineligible expenses and shall not be eligible for payment from Grant funds.

The Grantee must obtain from the Authority a written notice to proceed prior to incurring costs against the Grant. If the Grantee needs to incur expenses prior to the Authority's notification to proceed, the Grantee must submit a written request to the Authority and obtain prior written approval from the Authority. Otherwise, any expenditure made prior to the date of the written notice to proceed is made by the Grantee at its own risk and expense and is not eligible for payment from Grant funds.

Section 5: PAYMENT. The Grantee must submit to the Authority a certified request for payment for eligible expenses that are documented by the Grantee.

The Grantee will certify, to the best of its knowledge, information and belief that the work on the Project, for which payment from Grant funds is requested, has been completed in accordance with the terms and conditions of this Agreement.

All requests for payment must be made on forms approved by the Authority. Such requests shall be certified as valid expenses by an official representative of the Grantee. Invoices or other documentation reflecting eligible expenses, that the Authority may reasonably require, must be

submitted with the request for payment. The Authority may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses incurred not to exceed the amount of the Grant.

Section 6: FINANCIAL MANAGEMENT. The Grantee must maintain a financial management system using generally accepted accounting principles utilizing appropriate internal controls to provide adequate accountability for the Grant. The Grantee's records must account for Grant funds separately and disclose accurate information about the Grant Award, obligations, unobligated balances, assets, liabilities, expenditures, and income.

Section 7: AUDIT. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the Project. The Grantee must notify the Authority of any audit findings related to the Grant funds or general grant management and make available a copy of the audit report to the Authority. The Grantee agrees that it will reimburse the Authority for unauthorized and unwarranted expenditures disclosed in the audit, if so directed by the Authority. Upon request of the Authority, the Grantee shall make available, and cause any Contractor to make available, for audit and inspection by the Authority and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. The audit of Grant funds received under this Agreement must adhere to the following audit requirements, whichever is applicable:

- (a) Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
- (b) The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

Section 8: PROCUREMENT: All purchases of goods and services shall be made according to the applicable procurement laws, regulations and guidelines of the Grantee, provided it substantially conforms to the Model Procurement Ordinance for Local Governments developed in accordance with the South Carolina Consolidated Procurement Code. If the Grantee has no established procurement laws, regulations and guidelines, Article 5: Source Selection and Contract Formation of the South Carolina Consolidated Procurement Code may be used as a guideline for goods and services funded in whole or in part with grant funds.

Upon request, the Grantee must make available to the Grantee's auditor, the Authority and its representatives, the Grantee's public records and other documentation of the procurement process and any sole source justification. If the Grantee fails to adhere to procurement procedures required by law, the Authority may require repayment by the Grantee of Grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as identified herein.

Section 9: MBE OBLIGATION. The Grantee agrees to ensure that minority business enterprises (MBE) as identified in Article 21, Sections 11-35-5210 through 11-35-5270 of the

Code have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with grant funds provided under this Agreement. In this regard, the Grantee and its Contractors shall take all necessary and reasonable steps to ensure that MBEs have the maximum opportunity to compete for and perform contracts.

Section 10: THIRD PARTY CONTRACTS OR AGREEMENTS. The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of this Agreement. The Grantee warrants that it will enforce all applicable terms and conditions of this Agreement upon any third parties or Contractors.

All of the services required to complete the Project will be performed by the Grantee or a subrecipient, and/or a Contractor, under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local laws to perform such services. The Grantee may not award contracts to any Contractors who are ineligible to receive contracts under any applicable laws or regulations of the State.

The Grantee must submit all proposed agreements with subrecipients or third party Contractors engaged to perform work within the scope of the Grant to the Authority prior to finalizing those agreements. All change orders or contract amendments must be submitted in writing and in advance to the Authority.

Any disputes arising out of a contract funded in whole or in part with the Grant are the responsibility of the Grantee and should be resolved in a timely manner in accordance with the process outlined in the local procedures or state law.

Section 11: PERSONNEL. The Grantee agrees that it has the necessary personnel, or will hire the necessary personnel, to carry out the activities described in the Application and this Agreement. All personnel shall be fully qualified and authorized to carry out such activities under State or local laws, as applicable.

Section 12: PERMITS. The Grantee shall obtain all necessary federal, state and/or local permits required for the construction and/or operation of the Project. Construction permits are to be obtained prior to executing construction contracts.

Section 13: SIGNS. Any signs installed at the Project site must be pre-approved by the Authority and must acknowledge funding by the Authority.

Section 14: PROJECT START-UP. The Project must be substantially underway within 180 days of the Award Date. If the Grantee does not begin the Project within 180 days of the Award Date, the Authority reserves the right to rescind the Grant, require the repayment of any Grant funds provided to Grantee and terminate this Agreement. For purposes of this section, the Project shall be considered substantially underway if the Grantee has incurred contractual obligations for goods or services in connection with the Project, to the satisfaction of the Authority, to indicate that the Project will be completed within the Grant Period.

Section 15: AMENDMENTS. Any changes in the approved scope of work of the Project must be submitted in advance and in writing by the Grantee to the Authority and must clearly identify the need for the change or relief. Amendments must be requested by the Chief Executive Official of the Grantee. The Authority has no obligation to approve such a request. Any approved amendment granted by the Authority shall be appended to this Agreement as an amendment.

Section 16: BUDGET CHANGES. Any change in a budget line item (paid in whole or in part with Grant funds) which is greater than ten percent (10%) of any line item must be approved in writing by the Authority prior to any payment with Grant funds.

Section 17: FUNDING OVERRUNS/UNDERRUNS. The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns required to complete the Project, unless otherwise approved. This Agreement creates no obligation on the part of the Authority or the State to provide funds for the cost overruns.

Section 18: PROJECT COMPLETION. The Grantee must take appropriate action to implement the Project in a timely manner. The Grantee must complete, or cause to be completed, the portion of the Project to be funded in whole or in part with Grant funds within 18 months of the Award Date, unless otherwise approved. Completion is defined as submission by the Grantee to the Authority of the final report and documentation of Grant funds expended and accomplishments and other documentation that may be required by the Authority. The Authority will conduct such reviews as may be appropriate prior to issuing a notification in writing of the closure of the Grant. Any unexpended Grant funds at Project completion shall be returned to the Authority or deobligated from the Grant prior to the closure of the Grant.

The Grantee may submit a written extension request to the Authority to include reasons for any delays and, justification why the Project should be granted an extension, and a new schedule for completion that outlines the proposed major project milestones and timeline. The Authority may consider such requests and may, in its sole discretion, grant an extension to complete the Project. The Authority, in its sole discretion, may terminate a grant that cannot be completed in a timely manner and require that any portion of funds not disbursed to the Grantee be returned.

Section 19: REPORTING REQUIREMENTS. The Grantee agrees to submit quarterly progress reports that provide a status update and identification of any significant issues affecting the Project. Progress reports will be in such form as required by the Authority and are due on the first day of the first full quarter after commencement of the Project. Quarters begin on January 1, April 1, July 1 and October 1. Failure to submit progress reports will make the Grantee subject to the sanctions identified herein. A final close out and accomplishments report must be submitted at Project completion. The Grantee further agrees to complete and submit any and all other reports, in such form and according to such schedule, to the extent not specified herein, as may be required by the Authority.

Section 20: MAINTENANCE OF RECORDS. The Grantee shall retain records for property purchased totally or partially with Grant funds for a period of three years after its final

disposition. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained for a minimum of three years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 21: MONITORING. The Grantee must maintain all Project-related or Grant-related records for review by the Authority or other State agency as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, or program guidelines or other State requirements. Such records shall be made available for random audit and review by the State but generally the Authority will provide at least 24 hour advance notice of any review to be completed during business hours. Any deficiencies noted during the review must be fully cleared within 30 days of notification, unless otherwise specified and prior to close out of the Grant. Failure to comply with these requirements will constitute a violation of this Agreement and the Grantee will be subject to sanctions as specified in this Agreement.

Section 22: PERFORMANCE. The Grantee shall become fully acquainted with the conditions related to the scope of work and other conditions contained in this Agreement. The failure or omission of the Grantee to become acquainted with these conditions shall not relieve him of any obligation with respect to the Grant or this Agreement. By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the Project as described in the approved Application, including any approved amendments appended hereto. Should the Grantee fail to cause the completion of all or part of the Project, the Authority shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed. The Grantee agrees that it is responsible for providing matching contributions as approved in the Application, or any amendments appended hereto, and failure to provide such contributions in the approved amount may result in a pro rata reduction in the Grant funds.

Section 23: SANCTIONS. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, the Authority may take any or all of the following actions in addition to seeking any other relief that it is entitled to by law or in equity:

- delay payment of grant funds until all required documentation has been received and approved;
- require repayment of all or a portion of any Grant funds provided;
- cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or
- refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 24: TERMINATION. The Authority may, upon written notification to the Grantee, terminate all or part of the Grant to be provided pursuant to this Agreement for cause or negligence by the Grantee. This Agreement may also be terminated, in whole or in part, with the mutual consent of the Authority and the Grantee, upon written notification.

Section 25: RESPONSIBILITY FOR MAINTENANCE. Maintenance of facilities, structures, or other improvements paid for in whole or in part with Grant funds is the sole responsibility of the Grantee. Neither the Authority nor the State shall have any responsibility whatsoever to maintain such improvements relating to the Project. The Grantee may assign this responsibility to a third party.

Section 26: DISCRIMINATION. The Grantee shall not, and shall impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 27: SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT. The Grantee and any Contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

Section 28: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

Section 29: CONFLICT OF INTEREST. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest and shall comply with Section 8-13-100 et. seq. of the Code. The Grantee shall also generally avoid any action that might result in or create an appearance of conflict.

Section 30: PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION. The Grant funds provided under this Agreement shall not be used for the payment of any bonus or commission to a third party for the purpose of obtaining the Authority's approval of the Application or any other approval or concurrence of the Authority required under this Agreement.

Section 31: LOBBYING. The Grantee is prohibited from using Grant funds for the purpose of lobbying the members of the South Carolina General Assembly or a State agency.

Section 32: POLITICAL ACTIVITY. None of the Grant funds or, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan

political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code.

Section 33: LEGAL SERVICES. No attorney-at-law shall be engaged through the use of any Grant funds provided under this Agreement in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.

Section 34: APPLICABLE LAW. This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 35: NOTICES. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Ms. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Sel Hemingway
Administrator
Georgetown County
716 Prince Street
Georgetown, SC 29440

Section 36: APPROPRIATIONS. Notwithstanding any other provisions of this Agreement, the parties hereto agree that the Grant funds awarded hereunder are payable by appropriations from the State. In the event sufficient appropriations, grants, and monies are not made available to the Authority to pay the compensation and expenses hereunder for any fiscal year, this Agreement shall terminate without further obligation of the Authority. In such event, the Authority shall certify to the Grantee the fact that sufficient funds have not been made available to the Authority to meet the obligations of this Agreement; and such written certification shall be conclusive upon the parties.

Section 37: CONFIDENTIAL INFORMATION. Any reports, information, data, or other documentation given to or prepared or assembled by the Grantee under this Agreement which the Authority requests to be kept confidential shall not be made available to any individual or organization by the Grantee without the prior written approval of the Authority; provided,

however, that should Grantee be required by law, court order or some other form of compulsory process to disclose such information, the Grantee will give the Authority timely notice of such request prior to disclosure of the information.

Section 38: FREEDOM OF INFORMATION. The Grantee acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure to the South Carolina Freedom of Information (FOI) Act and that the Grantee and the Authority are required to comply with the provisions of the FOI Act.

Section 39: COPYRIGHT. No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 40: LIABILITY & INDEMNIFICATION. The Grantee understands that the Authority accepts no liability for the Project or any responsibility other than its agreement to provide the Grantee the Grant funds for the Project in the amount of the Grant, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the Grant Period, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended, for the purpose of indemnifying the Authority up to the limits set forth in that Act from any and all claims or liabilities arising out of the Project, the Grant, or this Agreement.

Section 41: TERMS AND CONDITIONS. The Authority reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and any other agency of the State.

Section 42: SEVERABILITY. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 43: ASSIGNABILITY: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee and the Authority.

**SOUTH CAROLINA RURAL INFRASTRUCTURE AUTHORITY
PERFORMANCE AGREEMENT
R-17-3015**

This **Performance Agreement** (“Agreement”) is made to be effective the 7th of November 2016 by and among Georgetown County, a political subdivision of the State of South Carolina and hereinafter referred to as the “Grantee,” Interfor U.S. Inc., hereinafter referred to as the “Company,” and the South Carolina Rural Infrastructure Authority, hereinafter referred to as the “Authority.”

W I T N E S E T H

That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

- 1.0 **Agreement.** The parties recognize that this Agreement is based on a Rural Infrastructure Authority (RIA) grant award being awarded or made by the Authority to the Grantee in an amount not to exceed One Hundred Seventy Five Thousand Dollars (\$175,000) for the purpose identified in Section 2.0 herein (the “Grant”).
- 2.0 **Use of Proceeds.** The Grantee will use the Grant award to assist with water infrastructure costs in accordance with, and as more fully described in, the Grant Award Agreement, dated November 7, 2016, by and between the Authority and the Grantee, as such agreement may be amended (the “Grant Award Agreement”).
- 3.0 **Compliance with RIA Requirements.** The Grantee and the Company must comply with all applicable statutory, policy and regulatory guidelines of the state government and the Authority governing the use of RIA funds.
- 4.0 **Company Project Description.** The Company will expand operations at its manufacturing facilities in the City of Georgetown in Georgetown County, South Carolina, hereinafter referred to as the “Company Project.”
- 5.0 **Minimum Job Requirement.** The Company agrees to create and maintain no fewer than 20 new, full-time jobs at the Company Project (the “Job Requirement”) within period beginning on the date hereof and ending on the earlier of (i) November 7, 2021 or (ii) the date that the Company certifies to the Authority that it has satisfied the Job Requirement (the “Achievement Period”). The Company currently employs 101 persons at the Company Project, and a current employee list or payroll has been or will be provided to the Grantee or the Authority as a beginning point to verify new jobs created.
- 6.0 **Minimum Investment Requirement.** The Company agrees to make and maintain a capital investment of not less than \$15 million for building construction, and machinery and equipment at the Company Project within the Achievement Period. Such capital investment requirement shall hereinafter be referred to as the “Investment Requirement.”

7.0 **Access to Records.** The Company agrees to provide the Grantee and the Authority reasonable access to its records and facilities to substantiate the employment and investment committed by this Agreement. This covenant shall continue until notified in writing by the Authority that the Job Requirement and the Investment Requirement have each been met, the Achievement Period has expired, and funds have been expended and documented, or until repayment of the Grant occurs in accordance with this Agreement. The parties recognize that this Agreement shall remain in effect until terminated as set forth herein even if the Grant has been closed pursuant to the Grant Award Agreement.

8.0 **Reporting.** The Company will be required to report to the Authority annually as set forth below.

8.1 During the Grant Period, within thirty (30) days after each anniversary of the Effective Date, the Company shall provide the Authority a written report, signed by an authorized representative of the Company and in the form of Exhibit A, as such form may be updated annually by the Authority, to provide (i) the total number of new jobs filled and maintained by the Company at the Project as of such date; and (ii) the total investment of the Company at the Project as of such date.

8.2 Upon the expiration of the Achievement Period, the Company shall provide the Authority a final report that sets forth the Company's total capital investment and net new jobs creation during the Achievement Period. Such report shall be accompanied by appropriate supporting documentation, including property tax returns and payroll listings. The Authority will review the reports and supporting documentation and notify the Company in writing of its compliance or non-compliance with this Agreement. Upon written notification from the Authority that both the Job Requirement and the Investment Requirement have been fulfilled and the Achievement Period has expired, this Agreement and all obligations of the Company, unless otherwise stated, hereunder shall terminate.

9.0 **Maintenance of Records.** The Company shall retain all pertinent Grant and Company Project records, including financial records, supporting documents, and statistical records, for a minimum of three years after notification in writing by the Authority of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

10.0 **Repayment of Grant.** Failure to satisfy and maintain the Job Requirement as set forth herein may result in repayment of all or a portion of the Grant funds expended. The Company will make re-payments to the Grantee, who will immediately notify and reimburse the Authority.

10.1 Upon the expiration of the Achievement Period, the number of jobs created by the Company at the Company Project may not be less than the Job Requirement (20 jobs). If the Company does not locate in South Carolina or otherwise fails to create any new jobs at the Company Project, repayment of all of the Grant funds will be immediately due and payable. If the Company does create jobs at the Company

Project but fails to meet the Job Requirement during the Achievement Period, the Company will be required to repay a portion of the funds expended as follows:

11.1.1 **Pro-Rata Repayment.** The Company shall be required to repay a pro-rata amount of the funds expended under this Agreement based on the actual number of jobs created as of the last day of the Achievement Period.

11.1.2 If required, repayments are due and payable within 30 days of the end of the Achievement Period and should be submitted to the Grantee. The Grantee will immediately return all payments to the Authority.

11.0 **Amendments.** If (a) the total number of full time jobs created is less than the Job Requirement or (b) the Investment Requirement is not met or (c) the investment is not made or the jobs are not created within the Achievement Period, the Company may provide detailed documentation that a good faith effort was made to achieve both the Job Requirement and the Investment Requirement. To the extent that extenuating circumstances prevent the Company from fulfilling its commitments contained herein, and the Grantee and the Authority, in their sole discretion, acknowledge such circumstances in writing, this Agreement may be modified in writing by mutual agreement of the parties.

12.0 **Representations and Warranties.** The Company hereby makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to the Authority's decision to enter into this Agreement and further agrees that each representation and warranty is true, accurate and complete in all material respects as of the date hereof and will remain true and correct throughout the term of this Agreement.

12.1 **Good Standing.** The Company is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, and has registered for and is duly qualified to conduct business in, and is in good standing in, the State of South Carolina.

12.2 **Authority and Compliance.** The Company has full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein. No consent or approval of any public authority or other third party is required as a condition to the validity of this Agreement, and the Company is in compliance with all laws and regulatory requirements to which it is subject.

12.3 **No Conflicting Agreement.** There is no charter, bylaw, stock provision, partnership agreement or other document pertaining to the organization, power or authority of the Company and no provision of any existing agreement, mortgage, deed of trust, indenture or contract binding on the Company or affecting the Company's property which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement.

12.4 **Litigation.** To the best of the Company's knowledge, there is no proceeding involving the Company pending or threatened before any court or governmental

authority, agency or arbitration authority which if adversely decided would materially affect the Company's ability to meet its obligations under this Agreement and conduct its operations at the Company Project.

12.5 **Compliance with Laws.** To the best of its knowledge, the Company is in compliance with all federal, state and local laws, regulations and governmental requirements including, but not limited to, environmental laws and the applicable federal and state laws, executive orders and regulations concerning discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability, applicable to its facility including without limitation the property, business operations, employees, and transactions thereof.

12.6 **Binding Agreement.** Each part of this Agreement is a legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights. This Agreement has been signed by an authorized Company representative and such signature is recognized by the Company as legally binding.

13.0 **Indemnification.** The Company agrees to defend, indemnify, and hold the Authority and the Grantee harmless from and against the costs of any litigation (including reasonable attorney's fees) arising from this Agreement or the Grant provided by the Authority to the Grantee for the direct or indirect benefit of the Company; provided, however, that the Company's liability pursuant to this indemnification provision shall be limited by the provisions of the SC Tort Claims Act, Section 15-78-10 et seq. of the S.C. Code of Laws, 1976, as amended (the "Code"), to the extent those provisions provide full or limited immunity to governmental parties from third party claims and prohibit recovery of punitive or exemplary damages. This provision shall survive the termination of this Agreement for any claim arising during the term of the Agreement.

14.0 **Assignability.** The terms of this Agreement may not be assigned to another entity without the written permission of the Grantee and the Authority.

15.0 **Notification.** The Company must notify the Grantee and the Authority if there are any changes in the status of the Company that will impact or alter the Company's ability to comply with this Agreement. All notices required or otherwise provided under this Agreement shall be deemed made upon mailing by first class mail, postage prepaid, and addressed to the other party as follows:

Notices to the Authority shall be sent to:

Mrs. Bonnie Ammons
Executive Director
South Carolina Rural Infrastructure Authority
1201 Main Street, Suite 1600
Columbia, SC 29201

Notices to Grantee shall be sent to:

Mr. Sel Hemingway
Administrator
Georgetown County
716 Prince Street
Georgetown, SC 29440

Notices to Company shall be sent to:

Mr. Bruce Harris
General Manager
Interfor U.S. Inc.
2701 Indian Hut Road
Georgetown, SC 29440-9146

16.0 **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

17.0 **Governing Law and Jurisdiction.** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising hereunder. In the event of a dispute, the Authority shall have standing to represent the State of South Carolina.

18.0 **Freedom of Information.** The Company understands and agrees that (i) the Grantee and the Authority are each a public body within the meaning of the South Carolina Freedom of Information Act, Title 30, Chapter 4 of the Code; (ii) the Grantee and the Authority are each required to comply with the provisions of that Act by disclosing certain public records upon receipt of a written request; and (iii) after execution of this Agreement, this Agreement and all documents and other information incidental to this Agreement are subject to disclosure pursuant to Sections 30-4-40(a)(9) and 30-4-40(a)(5) of the Code upon request. If disclosure of this Agreement and related information is required, pursuant to Section 30-4-40(a)(5)(c) of the Code, the Authority agrees to redact any information in this Agreement or any documents incidental thereto that is clearly marked by the Company as confidential and proprietary and has been provided to the Authority for economic development or contract negotiation purposes. However, the Grantee, the Authority, and their respective members, employees, and staff shall not be liable for the inadvertent release of any information contained in the Agreement or any other documents related to the Grant or the Company Project, absent gross negligence or willful misconduct.

To the extent an action at law or equity is brought to require the disclosure of any information related to the Grant or the Company Project, the Authority reserves the right

to include the Company in such action and the Company hereby agrees to bear all costs associated with defending such action.

19.0 Events of Default. The following shall constitute events of default by the Company under this Agreement:

- 19.1 any representation or warranty made by the Company herein that is false or misleading in any material respect at the time made;
- 19.2 failure of the Company to comply with all applicable statutory, policy and regulatory guidelines of the state government and the Authority governing the use of RIA funds;
- 19.3 failure of the Company to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of 30 days after receipt by the Company of written notice from the Authority specifying the nature of such failure and requesting that it be remedied; provided, however, that if, by reason of the nature of such failure, the same cannot be remedied within the said 30 days and the Company proceeds with reasonable diligence after receipt of the notice to cure the failure, the period may be extended upon the prior written consent of the Authority;
- 19.4 the Company's consenting to the appointment of a receiver, trustee or liquidator of itself or of a substantial part of its property, or admitting in writing its inability to pay its debts generally as they come due, or making a general assignment for the benefit of creditors;
- 19.5 the Company's filing a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any bankruptcy laws (as now or hereafter in effect), or, by voluntary petition, answering or consenting, seeking relief under the provisions of any other now existing or future bankruptcy or other similar law providing for the reorganization or winding-up of corporations, or providing for an agreement, composition, extension or adjustment with its creditors;
- 19.6 the entry of an order, judgment, or decree in any proceeding by any court of competent jurisdiction appointing, without the consent of the Company, a receiver, trustee or liquidator of the Company or of any substantial part of its property, or sequestering any substantial part of its property, and any such order, judgment or decree of appointment or sequestration remaining in force undismissed, unstayed, or unvacated for a period of 90 days after the date of entry thereof; or
- 19.7 a petition against the Company in a proceeding under applicable bankruptcy laws or other insolvency laws as now or hereafter in effect is filed and not withdrawn or dismissed within 120 days thereafter, or if, under the provisions of any law providing for reorganization or winding-up of corporations which may apply to the Company, any court of competent jurisdiction shall assume jurisdiction, custody or control of it or of any substantial part of its property and such jurisdiction, custody

or control shall remain in force unrelinquished, unstayed or unterminated for a period of 120 days.

20.0 **Remedies.** If any event of default shall occur and be continuing, then the Authority and the Grantee may undertake any of the remedial actions set forth in this Agreement. If any such event of default shall occur and be continuing, then the Authority or the Grantee shall, to the extent permitted by law and without notice of any kind to the Company (except to the extent required by law or as expressly required herein), seek to enforce the rights of the Authority and the Grantee hereunder by exercising any or all of the following remedies:

- 20.1 Refrain from extending any further assistance or Grant funds hereunder until such time as the Company is in full compliance with the terms and conditions of this Agreement;
- 20.2 Require repayment of all or a portion of the funds expended under this Agreement;
- 20.3 Cancel, terminate or suspend this Agreement; or
- 20.4 Take such other reasonable action as may be necessary to protect its rights and interests hereunder.

21.0 **Additional Remedial Provisions.**

21.1 No remedy herein conferred or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. A waiver of any particular breach or default under any provision hereof shall not operate as a waiver of any further or subsequent breach or default under such provision. The remedies herein provided are cumulative and not exclusive of any remedies provided by law, and any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to them in this Agreement, it shall not be necessary to give notice other than such notice as may be required in this Agreement.

21.2 Neither the Grantee nor the Authority shall be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Company if an event of default shall occur hereunder.

22.0 **Counterparts.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed by their authorized representation under seal to be effective as of the date first written above.

GRANTEE:

Georgetown County

Unit of Local Government

By:
Its:

INTERFOR U.S. INC.

By:
Its:

**SOUTH CAROLINA RURAL
INFRASTRUCTURE AUTHORITY**

By: Bonnie Ammons
Its: Executive Director

Exhibit A

JOB AND INVESTMENT ANNUAL REPORT

Grant #: _____
Grantee: _____

Company: _____

Report for the Year Ended: _____

Minimum Investment Requirement: \$ _____

Minimum Job Requirement: _____

Inspection, Record Keeping and Reporting:

Total investment in real and personal property at the Project as of the date of this report: \$ _____

Total number of new full time jobs filled by the Company at the Project as of the date of this report: _____

I declare the above information to be correct and complete, and that I am authorized to report this information.

Authorized Company Representative (Signature)

Date

Authorized Company Representative (Printed)

Title

Telephone Number



Authorized Signatures for Payments and Checks

Block 1: Grantee Name & Address

Grant Number: _____
Project Title: _____
Grantee: _____
Address: _____
_____ Zip Code: _____
Phone: _____

Block 2: Mail Checks to the Following Bank

Bank Name: _____
Bank Address: _____
_____ Zip Code: _____
Bank Phone: _____
Bank Account Number: _____

Block 3: Individuals Authorized to Draw On Request for Payment and Sign Checks

**Only individuals listed in Block 3: A & B are authorized to sign checks for RIA grant funds.*

A minimum of two signatures is required on each check. Only one signature is required on Request for Payment. The individual who signs Block 4 must be a Chief Executive Official. Please **print** or **type** the following information.

A. Name: _____
Title: _____
Organization: _____
Address: _____
_____ Zip Code: _____
Phone: _____
Fax: _____
Email: _____
Signature: _____

B. Name: _____
Title: _____
Organization: _____
Address: _____
_____ Zip Code: _____
Phone: _____
Fax: _____
Email: _____
Signature: _____

Block 4: Authorized Executive Official

I certify that the individuals whose signatures appear in Block 3, A-B are authorized to sign checks and requests for payment on the grant. I also understand that as the certifying officer, I cannot sign checks or requests for payment.

Name: _____
Title: _____
Address: _____
_____ Zip Code: _____
Phone: _____
Fax: _____
Email: _____
Signature: _____

Block 5: RIA Review

Notes:

SC Rural Infrastructure Authority

Date

Note: Return this form to the RIA within 30 days of receipt of Grant Award. If changes occur, revise and resubmit this form.

1201 Main Street, Suite 1600 • Columbia, South Carolina 29201



Grant Checklist

To obtain a Notice to Proceed on the grant, you must submit:

Item	Due Date
<input type="checkbox"/> Signed Grant Agreement	Within 15 days of Grant Award
<input type="checkbox"/> Authorized Signatures for Payments and Checks	Within 30 days of Grant Award
<input type="checkbox"/> W-9 Form (if required)	Within 30 days of Grant Award
<input type="checkbox"/> Special Grant Conditions cleared	Within 30 days of Grant Award
<input type="checkbox"/> Subrecipient Agreement or Performance Agreement (if required)	Within 30 days of Grant Award and prior to execution

Required prior to release of funds:

<input type="checkbox"/> Construction Contract(s), including:	Prior to execution (generally within 180 days of Grant Award)
o Bid Package	
o Evidence of Bid Advertisement	
o Certified Bid Tab and Recommendation (with explanation of discrepancies)	
o Winning Bidder's Response and Bonds	
o Contract Agreement and Spec Drawings	
o Certify ROW/Property Ownership & Permits	

When Requests for Payment of grant funds are made, you must submit:

<input type="checkbox"/> Request for Payment Form
<input type="checkbox"/> Documentation for draw requests (Invoices, Certified Construction Draw Requests, etc. Also, attach any applicable change orders that have not previously been submitted.)

Throughout the grant process, you must submit:

Quarterly Status Report	Jan 1 <input type="checkbox"/> Apr 1 <input type="checkbox"/> Jul 1 <input type="checkbox"/> Oct 1 <input type="checkbox"/>
Construction Contract Change Orders	Ongoing
Grant Amendment Requests (scope of work changes, budget changes of 10% or more or grant period extensions)	Prior to implementing changes

KEY DATES TO REMEMBER

Activity	Timeframe
Grant Effective Date	Date grant award is approved
Project Start Up/Notice to Proceed	Within 30 days of grant award
Substantial Progress	Within 180 days of grant award
RIA Project Review and construction is nearly complete	Funds are substantially expended
Closeout Report	Within 30 days of final expenditure and construction completion
Grant Closeout	Within 18 months of grant award

Need to contact us?

(803) 737-0390 • info@ria.sc.gov



Request for Payment

Grantee: _____
Project Title: _____
Contact Person: _____
Phone #: _____
E-mail: _____

Grant # _____
Pay Request # _____
Final Pay Request: ☐ Yes ☐ No
Is payment request: ☐ Advance or
☐ Reimbursement

Grant Funds Requested:

Budget Item	Grant Amount Approved	Amount Previously Requested	Amount Requested this Draw	Remaining Balance
				\$
				\$
				\$
				\$
Total	\$	\$	\$	\$

- ☐ Documentation of expenses must be attached (invoices, certified construction draw requests, etc).
☐ Attach any applicable change orders that have not previously been submitted.

Match/Other Non-Grant Funds Expended to Date:

Budget Item	Source	Amount Committed	Amount Spent to Date
Total		\$	\$

The above requested amount is for actual costs incurred by the Grantee and is consistent with the approved budget and scope of work for the SC Rural Infrastructure Authority project.

Submitted by:

Grantee (Authorized Signature)

Title

Date

Phone:

E-mail:

Include invoices or other source documentation with form and submit to the RIA.

Note: Authorized signature must be consistent with approved RIA Authorized Signatures for Payments and Checks form.



Grant Amendment

Grantee: _____

Grant #: _____

Project Title: _____

Grant Award Period: _____

Grant Amount: \$ _____

Type of Amendment Request: ☐ Grant Period ☐ Budget ☐ Scope of Work

Grant Period Extension

(Attach a new schedule for completion that outlines the proposed major project milestones and timeline.)

Proposed Grant Period: _____

Justification: _____

Budget

Budget Item:	Approved Amount		Proposed New Amount	
	RIA	Local & Other	RIA	Local & Other
Total				

Justification for Budget Amendment (If additional space is needed, use reverse or separate sheet.):

If additional local funds are required as a result of this amendment, provide certification that such funds are available.

Quarterly Progress Report

Grantee: _____ Grant #: _____

Project Title: _____

Grant Award Period: _____ Grant Amount: \$ _____

Report: Jan 1 ☐ April 1 ☐ July 1 ☐ Oct 1 ☐ Year _____

Project Milestone

Actual or Estimated Completion Date

Permits

Property ROW/Acquisition

Bids Opened

Construction Notice to Proceed

Construction Contract Progress

Monitoring and Close Out

**Project should be under contract within 180 days, and activities completed and closed within 18 months of grant award.*

Describe specific activities undertaken this quarter: _____

Describe any problems or delays and steps taken to address them: _____

Is assistance needed? ☐ Yes ☐ No

Describe need: _____

The information contained herein is true to the best of my knowledge.

Project Manager or Chief Executive Official

Title

Date

Phone: _____

E-mail: _____

Item Number: 6.f
Meeting Date: 1/10/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2016-37 - An amendment to the Zoning Ordinance to address the use of helicopters, both as tour-operated businesses and as industrial uses.

CURRENT STATUS:

The County Zoning Ordinance defines "airports" but does not address the use of helicopters.

POINTS TO CONSIDER:

1. Negative issues have developed in neighboring counties from commercial helicopter operations, particularly tours. Low flying helicopters create excessive noise that can affect residences, businesses and schools. Additionally, property values can be harmed due to continuous helicopter operations.
2. No helicopter tours currently operate in Georgetown County and this issue is ripe to be addressed as the County has a large tourism industry.
3. Not all commercial helicopter operations are tourist related but may also be light industrial in scope.
4. An ordinance is attached that better defines "airports" to include "public use airports", "private use airports", "heliport/helipad", "helistop" and "commercial helicopter operations." Commercial helicopter operations are proposed to be permitted in the Forest and Agriculture District (FA), Limited Industrial District (LI) and Heavy Industrial District (HI).
5. Staff recommended allowing airports in the FA district as conditional uses instead of permitted uses with the condition that the use be 2,000 feet from any dwelling, church, hospital or park. In addition, staff recommended that for the FA district, commercial helicopter operations would only be allowed when associated with forestry or agricultural uses such as timbering or crop dusting. Since transmission towers are also listed in the conditional section, staff added a section requiring that communication towers must meet the requirements established in the Georgetown County Communication Tower ordinance.
6. The Planning Commission held a public hearing on this issue at their October 20, 2016 meeting. No one came forward to speak. After some discussion regarding the FA district and the potential for these uses in the western portion of the County, the Commission voted 5 to 1 to recommend approval for the proposed ordinance change.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Approve as recommended by PC

2. Approve an amended ordinance
3. Deny text change
4. Defer action
5. Remand to PC for further study

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 2016-37 Helicopter	Ordinance
▣ Map showing FA zoning districts	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2016-37

AN ORDINANCE TO AMEND ARTICLE III DEFINITIONS, ARTICLE IV GENERAL PROVISIONS, AND ARTICLE VI REQUIREMENTS BY DISTRICT, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA PERTAINING TO AERONAUTICAL USES.

WHEREAS, the airports and other associated air travel are important to the economic success of Georgetown County; and,

WHEREAS, there are many possible negative impacts related to the location of these types of facilities; and,

WHEREAS, commercial helicopter flights of a short duration, at low altitudes, primarily for tourist passengers, have increased in frequency and number over the years, and are a source of frustration among, and complaints from County citizens; and

WHEREAS, frequent, low-altitude aircraft flight poses safety hazards to citizens and visitors on the ground, especially where such aircraft fly over residential areas, schools, and heavily populated sites such as retail shopping areas, outdoor tourist attractions, athletic facilities, and parks that attract visitors to the County; and

WHEREAS, commercial helicopter operations are reported to produce an incessant roar that penetrates into homes drowns out normal conversation and interrupts sleep patterns causing fatigue that results in poor performance at school, work, sporting activities, etc.; and

WHEREAS, negative effects of aircraft operations include significant noise impacts that disturb hearing, speech communication, sleep, and other activities, which reduce the use and enjoyment of outdoor amenities as well as indoor facilities in proximity to such aircraft operations; and,

WHEREAS, noise impacts from aircraft operations annoy and disturb citizens who live near those operations, as well as dampen the resale value for their residential properties; and

WHEREAS, steps to mitigate privacy and noise impacts include limiting the number and location of sites where nonemergency aircraft operations occur in the County, so as to consolidate the point sources for aircraft noise and thereby minimize the sites where such noise is generated; and

WHEREAS, public use airports are better suited for prompt emergency responses that may be required relative to commercial aircraft take-off and landing operations, as compared with other locations in the County; and

WHEREAS, there is a need to regulate these facilities to protect, preserve, and promote the health, safety, and welfare of all citizens of, and visitors to, the County while balancing the need for commercial air travel; and,

WHEREAS, it is the intent of the County Council to establish and provide for a suitable location for these types of facilities.

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE III, DEFINITIONS, OF THE ZONING ORDINANCE BE AMENDED AS FOLLOWS:

306. Airport. _An area of land or water which is used or intended for use for the landing and takeoff of aircraft, and any appurtenant areas which are used, or intended for use, for airport building or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon. This includes any airport, heliport, helistop, vertiport, gliderport, seaplane base, ultralight flightpark, manned balloon launching facility, or other aircraft landing or takeoff area.

BE IT FURTHER ORDAINED THAT ARTICLE III, DEFINITIONS, BE AMENDED TO ADD THE FOLLOWING:

306.6 Public Use Airport. As defined by the FAA, 1. Any publicly owned airport. 2. Any privately owned reliever airport as designated by the FAA. 3. Any privately owned airport which is determined by the Secretary of the FAA to enplane annually 2,500 or more passengers and receive scheduled passenger service of aircraft.

306.7 Private Use Airport. All other airports not defined as Public Use Airport.

306.8 Heliport/Helipad. An area of land, water, or structure, either at ground level or elevated on a structure, that is used for the landing and take-off of one or more helicopters, which contains all or part of such auxiliary facilities as parking, waiting rooms, administrative offices, hangars, fueling, passenger loading, cargo loading, medical services, emergency response services, law enforcement services, and maintenance areas. To promote uniform helipad/heliport standards within Georgetown County, any proposed helipad/heliport located within the jurisdiction of this Zoning Ordinance shall comply with all heliport design guideline recommendations in FAA Advisory Circular 150/5390-2C Heliport Design, and as subsequently amended. In addition, a proposed heliport/helipad must comply with 14 CFR Part 157 - Notice of Construction, Alteration, Activation, and Deactivation of Airports, NFPA 418 Standard for Heliports, and the South Carolina Airports Act.

306.9 Helistop. A heliport without facilities appurtenant such as, but not limited to, parking, waiting room, fueling facilities or maintenance equipment.

306.10 Commercial Helicopter Operation. An operation utilizing rotary-winged aircraft services or transportation, regardless of intent, wherein that operation receives something of value,

including but not limited to financial compensation, in exchange for the rotary-wing aircraft services or transportation.

BE IT FURTHER ORDAINED THAT ARTICLE IV, GENERAL PROVISIONS, BE AMENDED TO ADD:

425. Commercial Helicopter Operations. Commercial helicopter operations, as defined in Section 306.10, shall only be allowed to operate upon the premises of a Public Use Airport or the following zoning districts: Forest Agriculture, Limited Industrial, and Heavy Industrial.

425.1 Helicopter operations that are incidental and subordinate to routine hospital, emergency medical, law enforcement, firefighting, and federal/state military activities are not subject to the provisions of Section 425.

425.2 Helicopter operations that are non-commercial in nature and intended for private use, being demonstrated by the absence of the exchange of anything in value for the services of the rotary-wing aircraft, are not subject to the provisions of this Ordinance.

BE IT FURTHER ORDAINED THAT ARTICLE VI, REQUIREMENTS BY DISTRICT, BE AMENDED AS FOLLOWS:

Section 601.112 is hereby deleted.

601. Forest Agriculture District (FA).

601.2 Conditional Uses.

601.211 Private Use Airports together with subordinate uses, commercial helicopter operations associated with forestry or agricultural uses such as timbering and crop dusting, radio and/or television stations and transmission towers. If any use in this section falls under the purview of Article XX, Section 2001 Airport Safety Overlay Zone, then such use must adhere to Section 2001, provided that:

601.2111 Such use, with the exception of communication towers, shall be located no closer than two thousand (2,000) feet measured in a straight line from any dwelling not owned by an owner of the subject airfield, church, hospital or park. Communication towers shall meet the requirements in the Georgetown County Communication Tower Ordinance.

613. Limited Industrial District (LI).

613.1 Permitted Uses.

613.102 Transportation terminal facilities, such as deep or shallow water ports, private use airports, together with incidental operations, or commercial helicopter operations, but excluding truck terminals. If any such use in section 613.1 falls under the purview of Article XX, Section 2001 Airport Safety Overlay Zone, then such use shall adhere to section 2001; and,

614. Heavy Industrial District (HI).

614.1 Permitted Uses

614.105 Transportation facilities incidental to or required for such uses including, without limitation, highway, railroads and docks, together with facilities related or incidental to the operation of same, subject however to the provisions of Section 613.206, or commercial helicopter operations. If any such use in section 614.105 falls under the purview of Article XX, Section 2001 Airport Safety Overlay Zone, then such use shall adhere to section 2001: and,

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

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2016-37, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

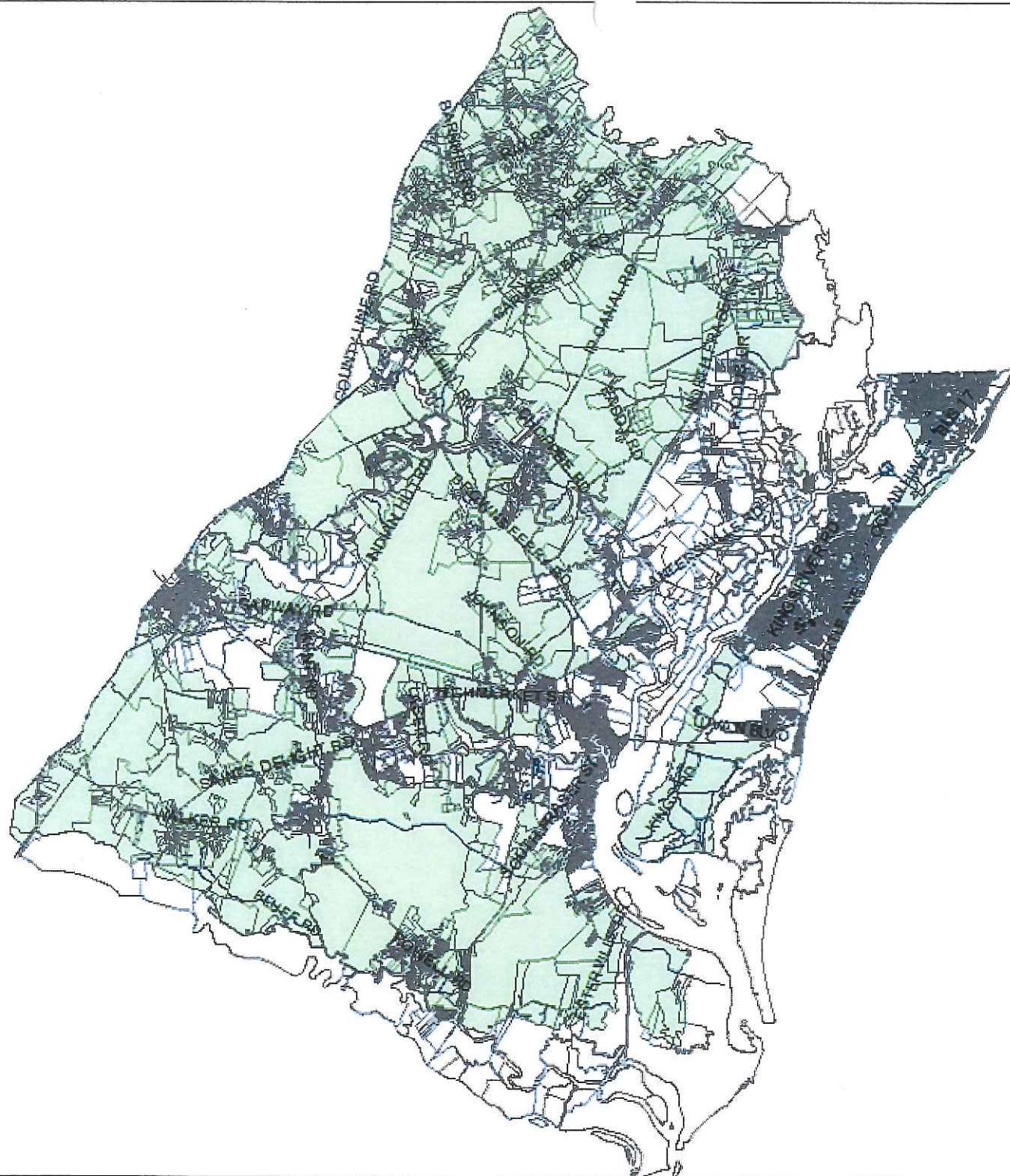
First Reading: _____

Second Reading: _____

Third Reading: _____



"FA Zones Only"
October 13, 2016



Item Number: 6.g
Meeting Date: 1/10/2017
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2016-38 - An amendment to rezone one 20,000 square foot parcel located on the corner of Highway 17 Business and Pendergrass Avenue in Murrells Inlet from General Commercial (GC) to General Residential (GR)

On August 17, 2016, a rezoning request by Anthony and Rhonda Smith was made to rezone one parcel (approximately 20,000 sf) located on the corner of 17 Business and Pendergrass Avenue in Murrells Inlet from GC to GR to allow for the construction of a single family dwelling. TMS # 41-0125-043-01-01. Case # REZ 8-16-16683.

CURRENT STATUS:

The property is currently zoned General Commercial and is vacant.

POINTS TO CONSIDER:

1. The adjacent properties to the west and across Business 17 to the northeast and southeast are zoned General Residential (GR). Properties to the south and north along the west side of Business 17 are zoned General Commercial (GC).
2. If approved the property shall comply with all zoning regulations that pertain to the GR zoning district thus would allow the applicant to build a single family dwelling with less strict setback regulations.
3. The Future Land Use Map in the Comprehensive Plan designates this property as High Density Residential therefore requiring no changes in the Comprehensive Plan to allow for the rezoning.
4. Staff recommended approval of this request.
5. The Planning Commission held a public hearing on this request at their October 20th meeting. No one but the applicant came forward to speak. The Commission voted unanimously to recommend approval for the rezoning.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve request

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2016-38	Ordinance
▣ Smith rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2016-38

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GEORGETOWN COUNTY, SOUTH CAROLINA TO REZONE A .5 ACRE PARCEL LOCATED AT THE INTERSECTION OF HIGHWAY 17 BUSINESS AND PENDERGRASS AVENUE IN MURRELLS INLET AND FURTHER IDENTIFIED AS TAX MAP NUMBER 41-0125-043-01-01 FROM GENERAL COMMERCIAL (GC) TO GENERAL RESIDENTIAL (GR)

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

To rezone tax parcel 41-0125-043-01-01 located at the corner of Highway 17 Business and Pendergrass Avenue in Murrells Inlet from General Commercial (GC) to General Residential (GR).

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2016.

Johnny Morant (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2016-38 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: _____



#16683

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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
☐ A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 41-0125-043-01-01
Street Address: Corner of Pendergrass & Bus 17 Hwy.
City / State / Zip Code: Murrells Inlet SC 29576
Lot Dimensions/ Lot Area: 73 x 176 x 170 x 190
Plat Book / Page: BOOK T Page 70
Current Zoning Classification: GC
Proposed Zoning Classification: (Residential) GR

Property Owner of Record:

Name: Anthony J + Rhonda L. Smith
Address: 1560 Hwy 501
City/ State/ Zip Code: Myrtle Beach SC 29577
Telephone/Fax Numbers: 843 9466753 - B
E-mail: fxwreks@hotmail.com 843 448 9860 - F
Signature of Owner / Date: Rhonda Smith 8-17-16

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: n/a
Address: _____
City / State / Zip Code: _____
Telephone/Fax: _____
E-mail: _____
Signature of Agent/ Date: _____
Signature of Property Owner: _____

Contact Information:

Name: See Above
Address: _____
Phone / E-mail: _____

Please provide the following information.

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

Wish to build single residence

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

to allow for the setbacks for a single residence

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

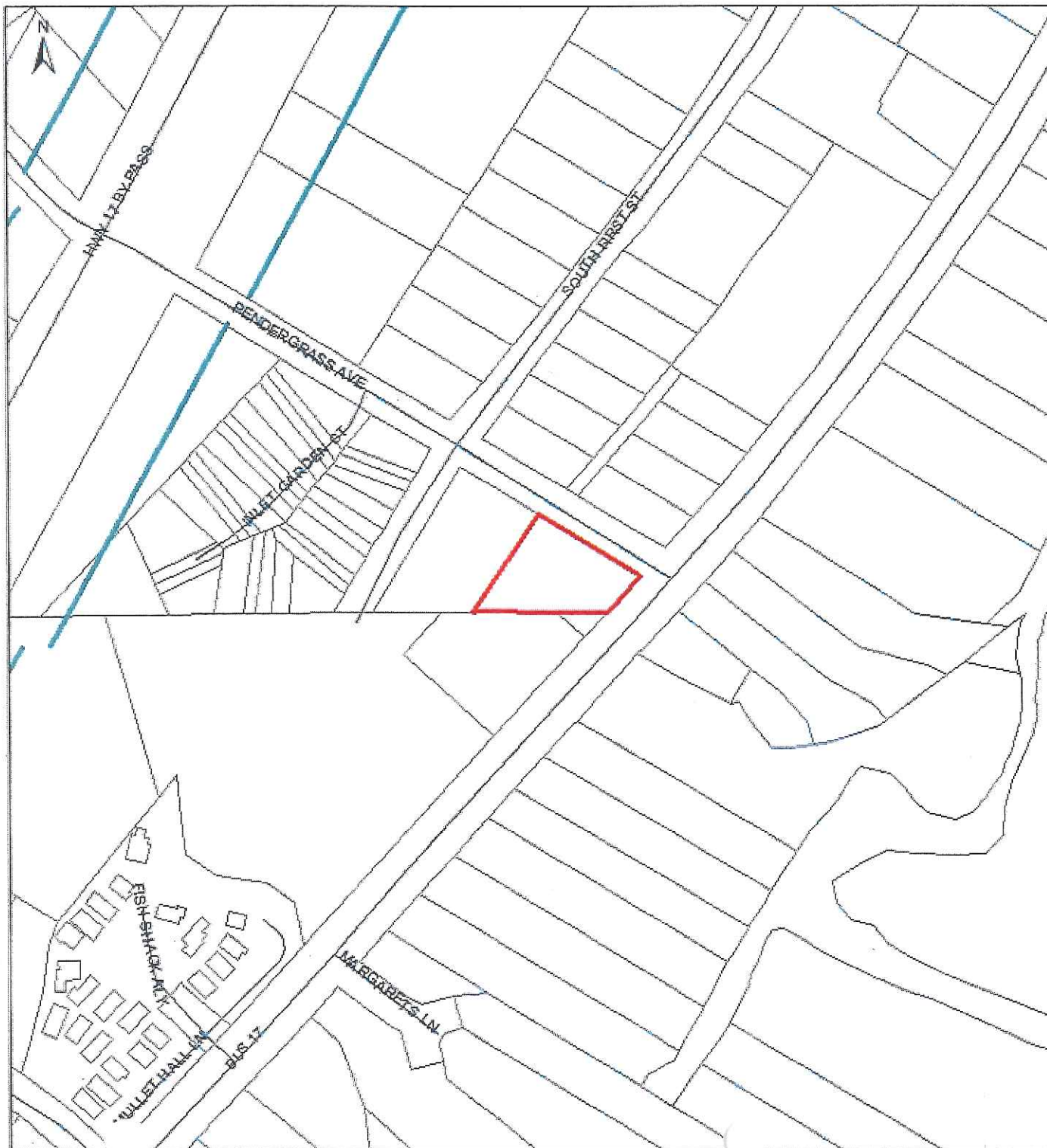
Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

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





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

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

Anthony and Rhonda Smith
Property Location
REZ 8-16-16683

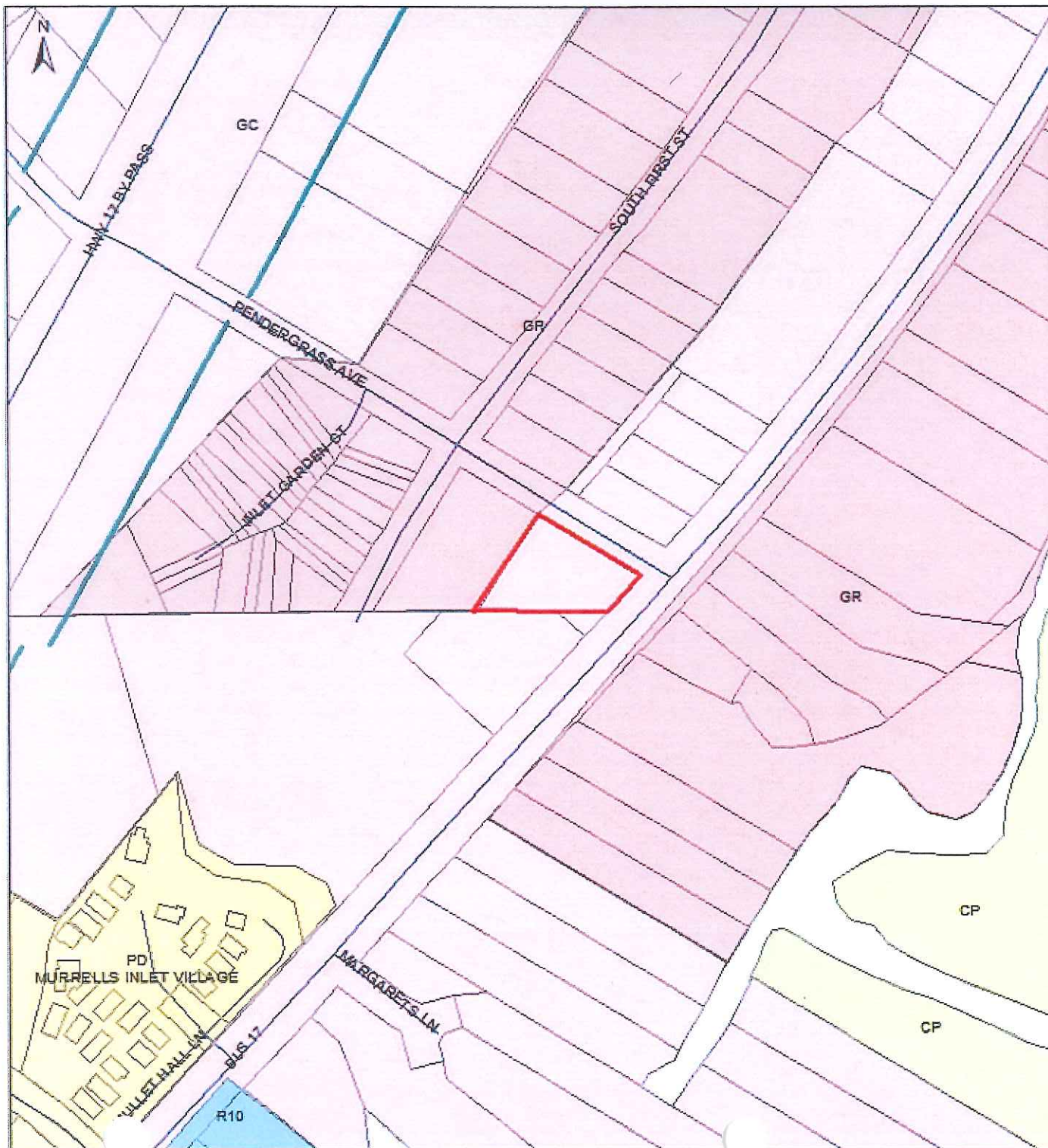


Legend

-  90' SETBACK (Hwy 17)
-  Anthony and Rhonda Smith
-  Parcels
-  Streets

0 70 140 280 420 580 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



Anthony and Rhonda Smith Property Zoning REZ 8-16-16683

Legend

90' SETBACK (Hwy 17)

Anthony and Rhonda Smith

Parcels

Streets

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/R

GC

GR

GRR

HI

LI

MHP

MR10

NC

OC

PA

PD

R1

R1/2AC

R10

R1AC

R2

R3/4AC

R5

RC

RG

RR

RS

RVC

VC

VR10

0 70 140 280 420 560 Feet

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

Anthony and Rhonda Smith
Property FLU
REZ 8-16-16683

Legend

— 90' SETBACK (Hwy 17)

□ Anthony and Rhonda Smith

□ Parcels

— Streets

County Parcel FLU

FUTURE_LAN

□ CITY OF GEORGETOWN

□ COMMERCIAL

□ CONSERVATION PRESERVATION

□ EASEMENT

□ HIGH DENSITY RESIDENTIAL

□ INDUSTRIAL

□ LOW DENSITY RESIDENTIAL

□ MEDIUM DENSITY RESIDENTIAL

□ MEDIUMDENSITY RESIDENTIAL

□ POND

□ PRIVATE RECREATIONAL

□ PUBLIC RECREATIONAL

□ PUBLIC/SEMI-PUBLIC

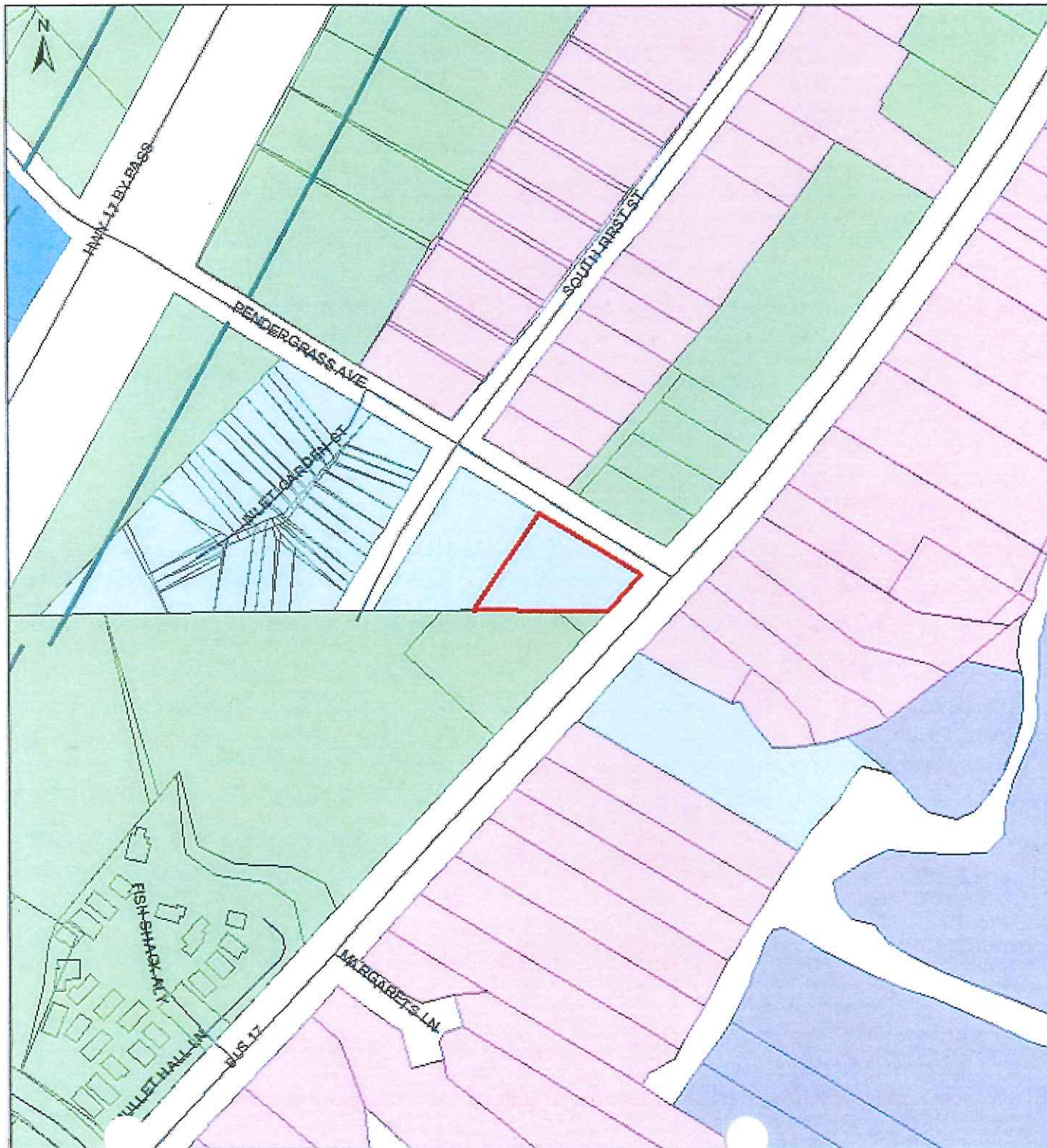
□ TOWN OF ANDREWS

□ TOWN OF PI

□ TRANSITIONAL

0 70 140 280 420 560 Feet





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



Anthony and Rhonda Smith
Property Aerial
REZ 8-16-16683

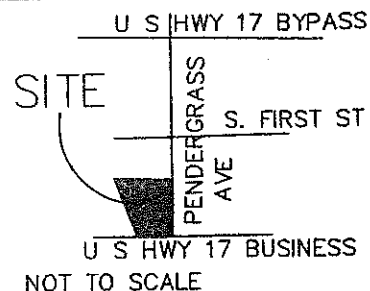


Legend

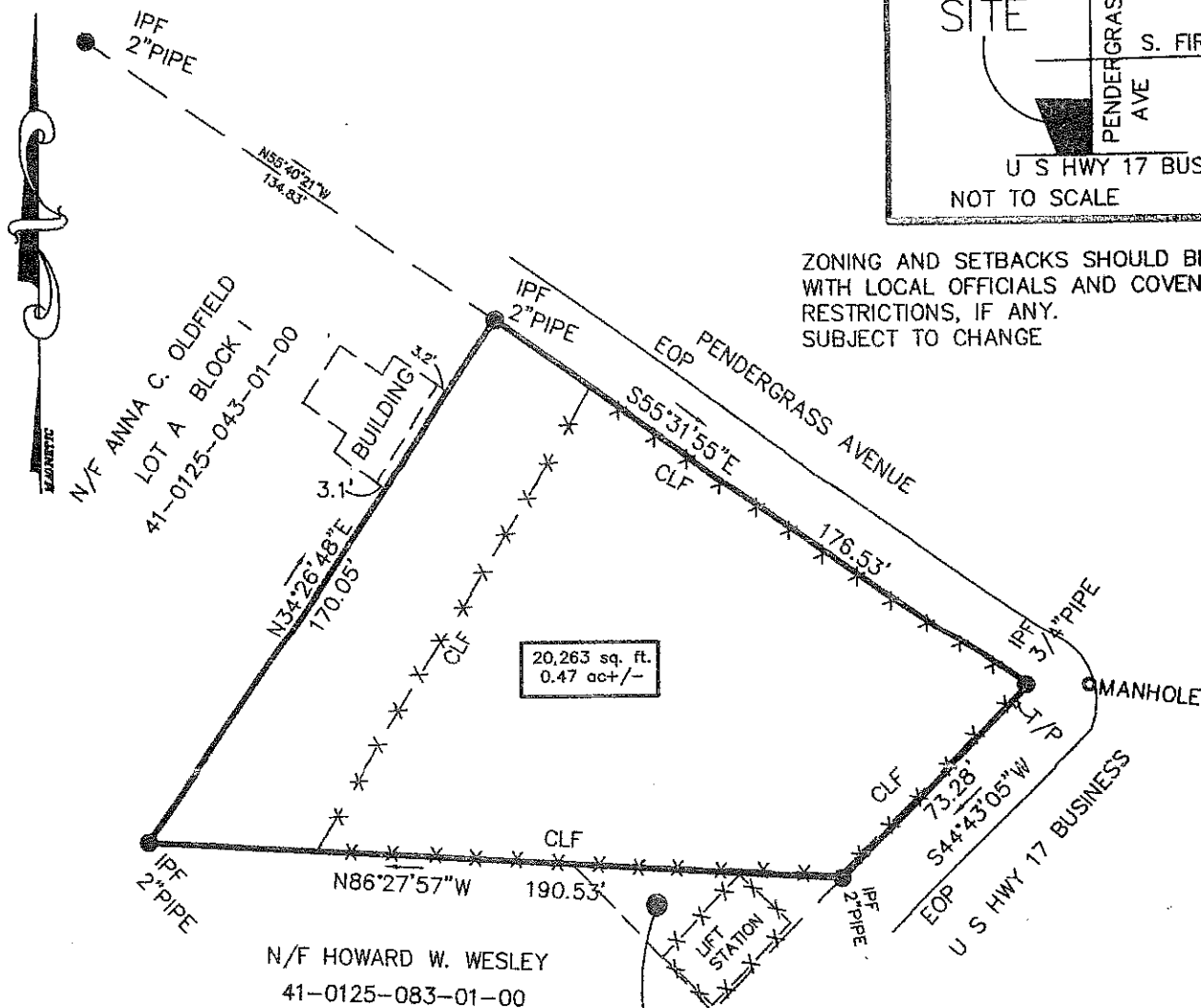
-  90' SETBACK (Hwy 17)
-  Anthony and Rhonda Smith
-  Parcels
-  Streets

0 15 30 60 90 120 Feet

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



ZONING AND SETBACKS SHOULD BE VERIFIED
WITH LOCAL OFFICIALS AND COVENANTS AND
RESTRICTIONS, IF ANY.
SUBJECT TO CHANGE



CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT
SHOWN HERE HAS BEEN FOUND TO COMPLY WITH THE
GEORGETOWN COUNTY LAND DEVELOPMENT REGULATIONS
FOR GEORGETOWN COUNTY, SOUTH CAROLINA, WITH THE
EXCEPTION OF SUCH VARIANCES, IF ANY, AS NOTED
IN THE MINUTES OF THE PLANNING COMMISSION AND
THAT IT HAS BEEN APPROVED FOR RECORDING IN THE
OFFICE OF THE REGISTRAR OF DEEDS.

DATE 20 PLANNING SIGNATURE _____
DATE 20 PLANNING SIGNATURE _____

CURRENT GEORGETOWN COUNTY ZONING GC

CURRENT OWNER:

ANTHONY J. SMITH
722 WOOD POINT DR.
MURRELLS INLET, SC 29576

CLF = CHAIN LINK FENCE
BSBL = BUILDING SETBACK LINE
E/B = ELECTRIC BOX
EOP = EDGE OF PAVEMENT
IPF = IRON PIN FOUND
IPS = IRON PIN SET
N/F = NOW OR FORMERLY
T/P = TELEPHONE PEDESTAL

PLAT
FOR
ANTHONY J. SMITH AND RHONDA L. SMITH
OF
REMAINDER PORTION OF BLOCK I, EASON ACRES, MURRELLS INLET
TOWNSHIP, GEORGETOWN COUNTY, SOUTH CAROLINA, RECORDED IN THE
OFFICE OF THE CLERK OF COURT FOR GEORGETOWN COUNTY IN PLAT BOOK T PAGE 70
DEED BOOK 2553 PAGE 304 SURVEY WITHOUT BENEFIT OF TITLE SEARCH
SUBJECT TO EASEMENTS AND RESTRICTIONS. TAX MAP: 41-0125-043-01-01



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Anthony and Rhonda Smith to rezone one parcel (approximately 20,000 sf) from General Commercial (GC) to General Residential (GR). The property is located west of 17 Business at its intersection with Pendergrass Avenue in Murrells Inlet. Tax Map Number 41-0125-043-01-01. Case Number REZ 8-16-16683.

The Planning Commission will be reviewing this request on **Thursday, October 20, 2016 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: csargent@gtcounty.org

Item Number: 10.a
Meeting Date: 1/10/2017
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

A request from Jamie McLain as agent for Kevin O'Connell to rezone three parcels totaling approximately .83 acre from General Commercial (GC) to Resort Residential (RR). The property is located west of 17 Business at its intersection with Wilcox Avenue in Murrells Inlet. TMS 41-0109-048-00-00, 41-0109-049-00-00 and 41-0109-050-00-00. Case Number REZ 9-16-16787.

CURRENT STATUS:

The property is currently zoned General Commercial (GC) and is vacant. A restaurant was previously located on this site. A protected oak tree is also located on this site.

POINTS TO CONSIDER:

1. The site is bordered by Highway 17 Business to the east, Wilcox Avenue to the south and Flagg Street to the west. All three roads are state maintained right of ways; however the section of Flagg Street adjacent to the site is only a 15' public right of way.
2. The Hermitage PD is located east of Highway 17 Business to the south. The Marina Colony Townhouses border the property to the north. Properties to the west across Flagg Street are zoned General Residential (GR) and properties immediately to the south across Wilcox Avenue are zoned General Commercial (GC). The closest Resort Residential (RR) zoning is located directly from the site across Highway 17 Business and the Flaggpoint Subdivision is located further north along Business 17.
3. The Resort Residential (RR) district has a minimum of 5,000 sf. Allowed uses include single family dwellings, two-family dwelling and boarding homes.
4. The applicant is proposing to combine the three tracts and reconfigure the lots to form five new lots. The new lots will need to adhere to the setback of the Resort Residential District, which are: 5,000 sf minimum lot size, 50' minimum lot width at the building line, 20' front yard setback, 10' side yard setback, 15' rear yard setback and 13.2 corner yard setback.
5. Article 5, Section 2-3C of the Georgetown County Land Development Regulations state: "...if the existing road does not meet the 50' right-of-way width requirement; the subdivider shall provide one-half the required width...." In this case the applicant would have to relinquish 17.5 feet of right-of-way for Flagg Street.
6. There is a large protected Oak tree is located on the site on the side closest to Highway 17 Business. Article 13, Section 1303.4 of the Georgetown County Zoning Ordinance states: "Developers shall design a project so that buildable areas exist on lots to minimize the need for future homebuilders to remove trees over 30 inches DBH to achieve a reasonable use of a lot. Based on the sketch plan submitted, it appears that Lots 1 and 5 will be buildable and still allow for protection of the tree.

7. This request is for rezoning only; however, if the applicant proposes a 5-lot subdivision, the plan would be reviewed by staff and we would make sure all the Land Use and Zoning requirements are met prior to subdivision approval. This includes approval from GCWSD and Georgetown County Storm Water.

8. The Future Land Use map designates this property as transitional. Medium density residential and commercial designations surround the tract.

9. The impacts of five residential parcels would have less of an impact on the surrounding residential areas than some of the possible uses in the GC Zoning District.

10. Based on the adjacent Resort Residential (RR) district and the site's proximity to residential areas, staff recommended rezoning these three parcels from General Commercial (GC) to Resort Residential (RR). Resort Residential (RR) should serve as a transition between the existing commercial and high density residential areas.

11. The Planning Commission held a public hearing on this issue at their October 20, 2016 meeting. A neighboring property owner from Marina Colony spoke in support of the request stating they preferred the residential development as opposed to a restaurant/bar use. The Commission voted unanimously in favor of the request.

FINANCIAL IMPACT:

Not applicable.

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2016-39	Ordinance
▣ O'Connell Rezoning attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2016-39

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GEORGETOWN COUNTY, SOUTH CAROLINA TO REZONE A .83 ACRE PARCEL LOCATED AT THE INTERSECTION OF HIGHWAY 17 BUSINESS AND WILCOX AVENUE IN MURRELLS INLET AND FURTHER IDENTIFIED AS TAX MAP NUMBERS 41-0109-048-00-00, 41-0109-049-00-00 AND 41-0109-050-00-00 FROM GENERAL COMMERCIAL (GC) TO RESORT RESIDENTIAL (RR)

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

To rezone tax parcels 41-0109-048-00-00, 41-0109-049-00-00 and 41-0109-050-00-00 located at the corner of Highway 17 Business and Wilcox Avenue in Murrells Inlet from General Commercial (GC) to Resort Residential (RR).

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2016.

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2016-39 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: _____



16787

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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
☐ A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 41-0109-048-00-00 41-0109-049-00-00 41-0109-050-00-00

Street Address: 3902, 3896 & 3890 Hwy 17 Business

City / State / Zip Code: Murrells Inlet SC 29576

Lot Dimensions/ Lot Area: 180' x 200'

Plat Book / Page: Plat Slide 492 Page 10 B

Current Zoning Classification: GC

Proposed Zoning Classification: RR

Property Owner of Record:

Name: Kevin P. O'Connell
Address: 2289 Windsor Road
City/ State/ Zip Code: Palm Beach Gardens, FL 33410
Telephone/Fax Numbers: 561-596-3067
E-mail: Kevin@triCoastRx.com
Signature of Owner / Date: Kevin P. O'Connell 9-2-10

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: Jamie McLain
Address: PO Box 2444
City / State / Zip Code: Conway SC 29528
Telephone/Fax: 843-305-3832 Fax: 843-305-8604
E-mail: mclainenv@hotmail.com
Signature of Agent/ Date: Jamie McLain 9-2-10
Signature of Property Owner: Kevin P. O'Connell

Contact Information:

Name: Jamie McLain
Address: PO Box 2444 Conway SC 29528
Phone / E-mail: 843-241-2903 mclainenv@hotmail.com

Please provide the following information.

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

owner currently has three lots. Owner is requesting to rezone in order to have 5 smaller lots.

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

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

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





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

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

Kevin O'connell
Property Location
REZ 8-16-16787

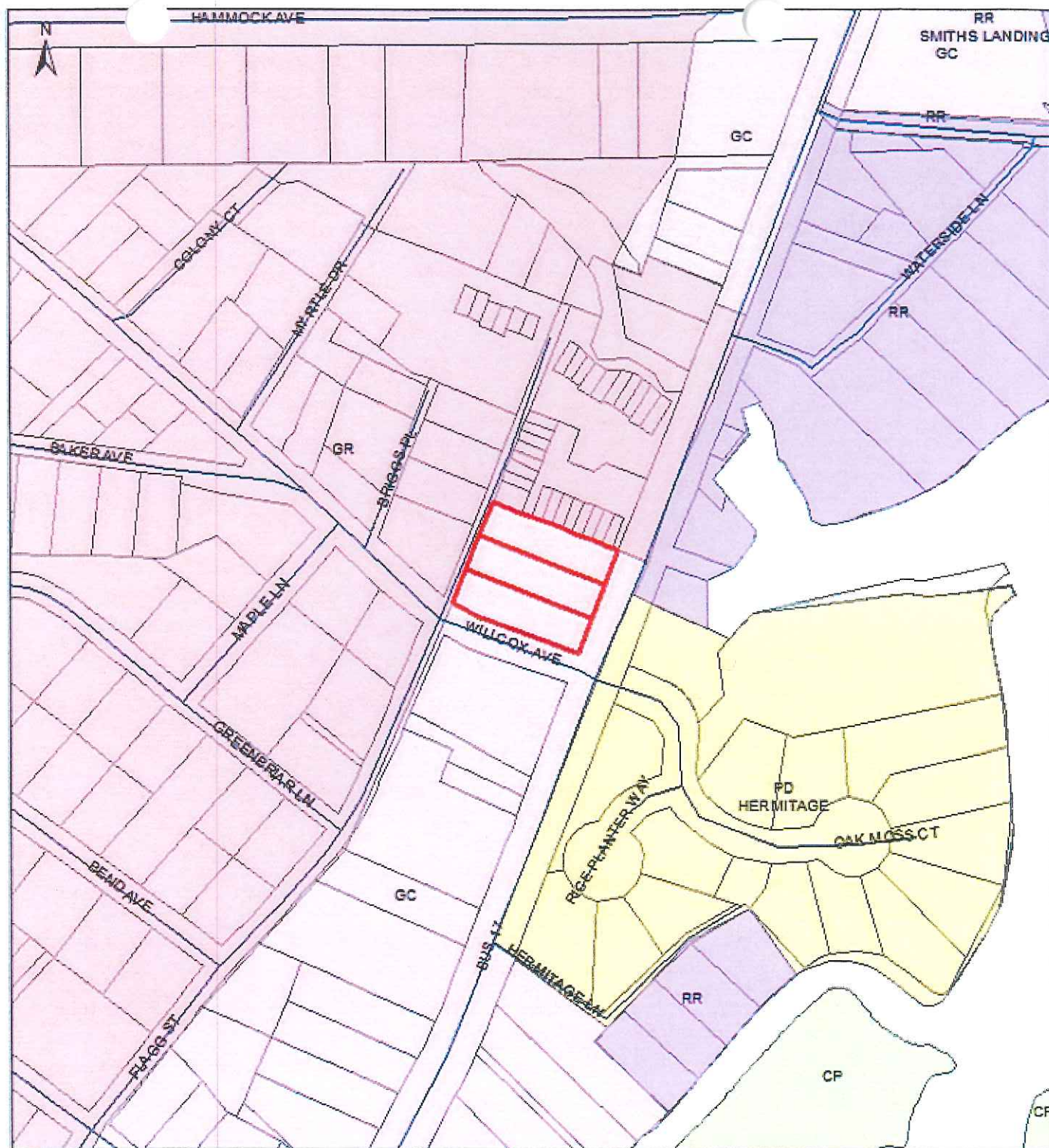


Legend

-  90' SETBACK (Hwy 17)
-  Kevin O'Connell
-  Parcels
-  Streets

0 70 140 280 420 560 Feet

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



Kevin O'Connell Property Zoning REZ 8-16-16787

Legend

90' SETBACK (Hwy 17)

Kevin O'Connell

Parcels

Streets

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

PA

PA/C

PA/R

GC

GR

GRR

HS

U

MHP

MR10

NC

OC

PA

PD

R1

R1/2AC

R10

R1AC

R2

R3/4AC

RS

RC

RS

RR

RS

RVC

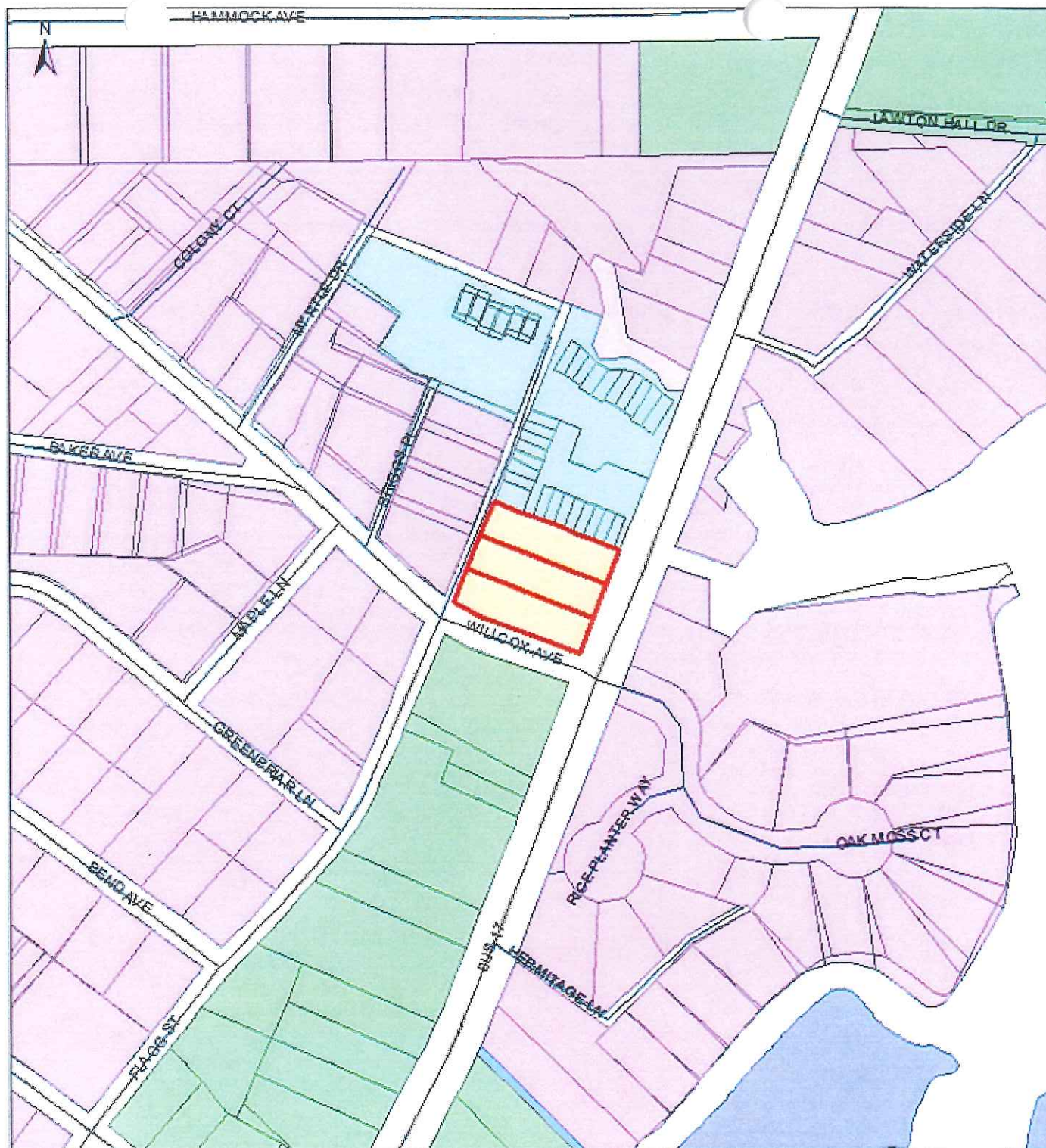
VC

VR10

0 70 140 280 420 560 Feet

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

Kevin O'Connell
Property FLU
REZ 8-16-16787



Legend

— 90' SETBACK (Hwy 17)

Kevin O'Connell

Parcels

Streets

County Parcel FLU

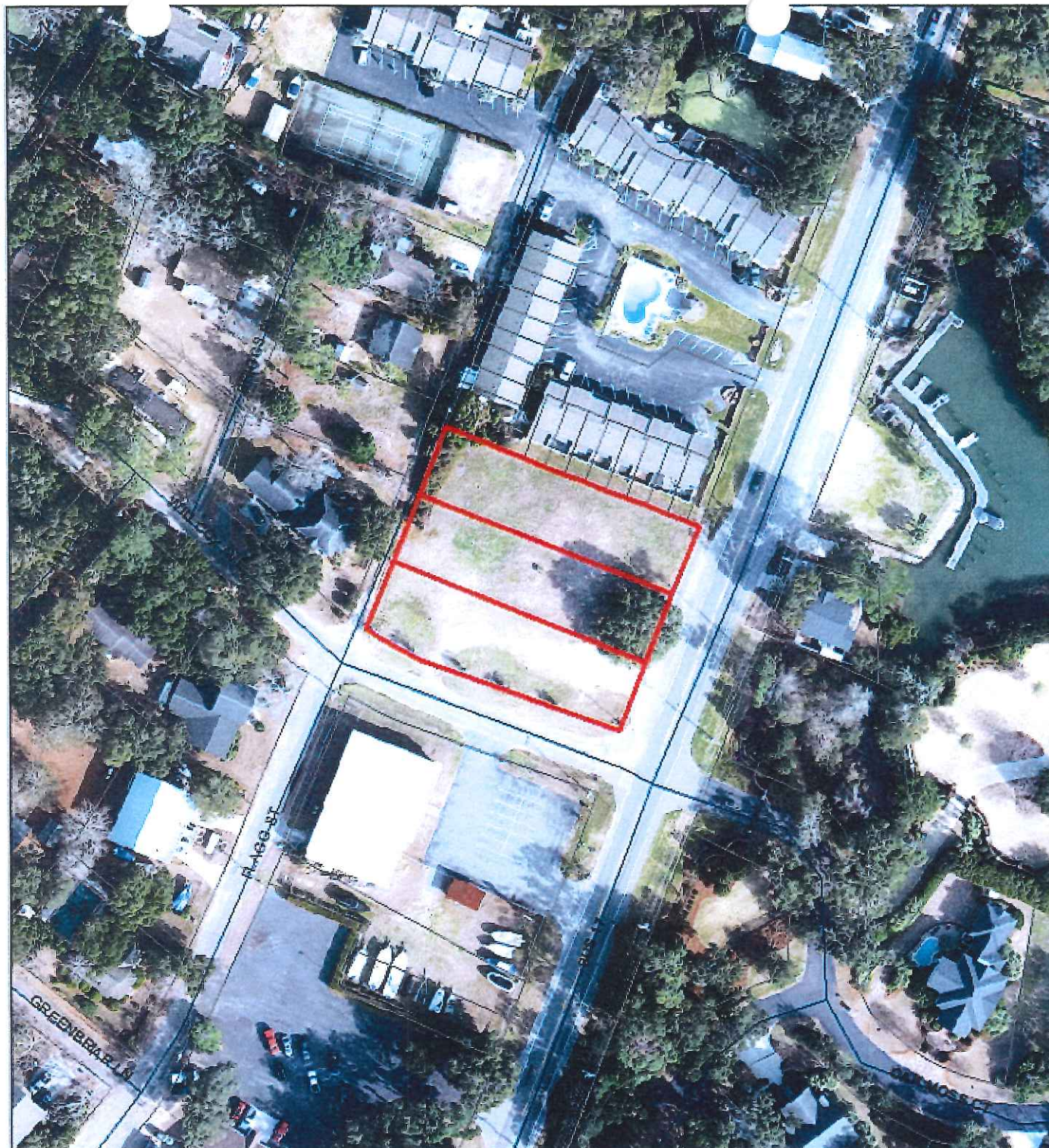
FUTURE_LAN

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





0 70 140 280 420 580 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.

Kevin O'Connell
Property Aerial
REZ 8-16-16787



Legend

-  90' SETBACK (Hwy 17)
-  Kevin O'Connell
-  Parcels
-  Streets

0 35 70 140 210 280 Feet

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

I HEREBY CERTIFY THAT THE MEASUREMENTS AS SHOWN ARE CORRECT AND THERE ARE NO DISCREPANCIES OR PROJECTIONS OTHER THAN SHOWN.

CERTIFIED TO BE A RESURVEY OF A PIECE, PARCEL, OR LOT OF LAND KNOWN ON A MAP OF PLAT, PREVIOUSLY RECORDED IN GEORGETOWN COUNTY, # 41-109-44.

I hereby state to the best of my knowledge, information, and belief and in my professional opinion, the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and meets or exceeds the requirements for a class (a) survey as specified therein. Also there are no encroachments or projections other than shown.

LEGEND
IPF IRON PIPE FOUND.

CERTIFICATE OF APPROVAL FOR RECORDING

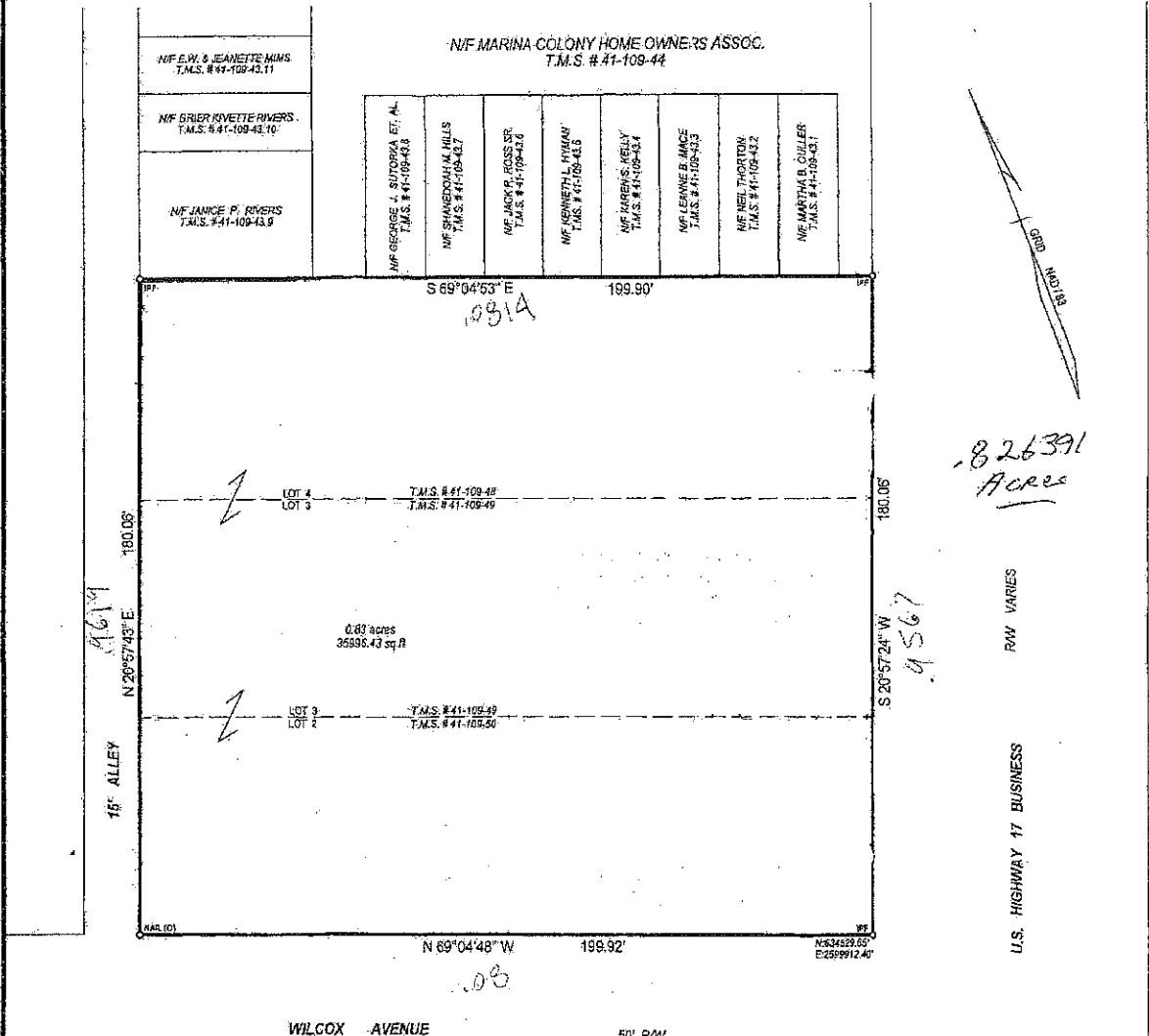
I hereby certify that the subdivision plat shown here has been found to comply with the Land Development regulations for Georgetown County, South Carolina, with the exception of such variances, if any, as noted in the studies of the Planning Commission, and that it has been approved for recording the office of the Registrar of Deeds.

Date _____

Chairman, Planning Commission



VICINITY MAP



FLAGG STREET

PLAT

OF LOTS 2, 3, AND 4, BLOCK B, LAURA W. BRIGGS SUBDIVISION
SURVEYED FOR

HOLCOMBE LAND DEVELOPMENT

GEORGETOWN CO., S.C. (TAX DISTRICT # 41)

SCALE: 1" = 30'

PROPERTY ZONE: GC

CURRENT/PREVIOUS OWNER'S ADDRESS:

CRH HOLDINGS LLC

860 COLLINS MEADOW DRIVE

GEORGETOWN, SC 29440

REF. DEED BOOK 1481 AT PAGE 233

TAX MAP # 41-109-48, 41-109-49, AND 41-109-50

FLOOD ZONE X

F.L.R.M. COMMUNITY PANEL

NUMBER 450085 0167 E

DATED OCTOBER 15, 1992

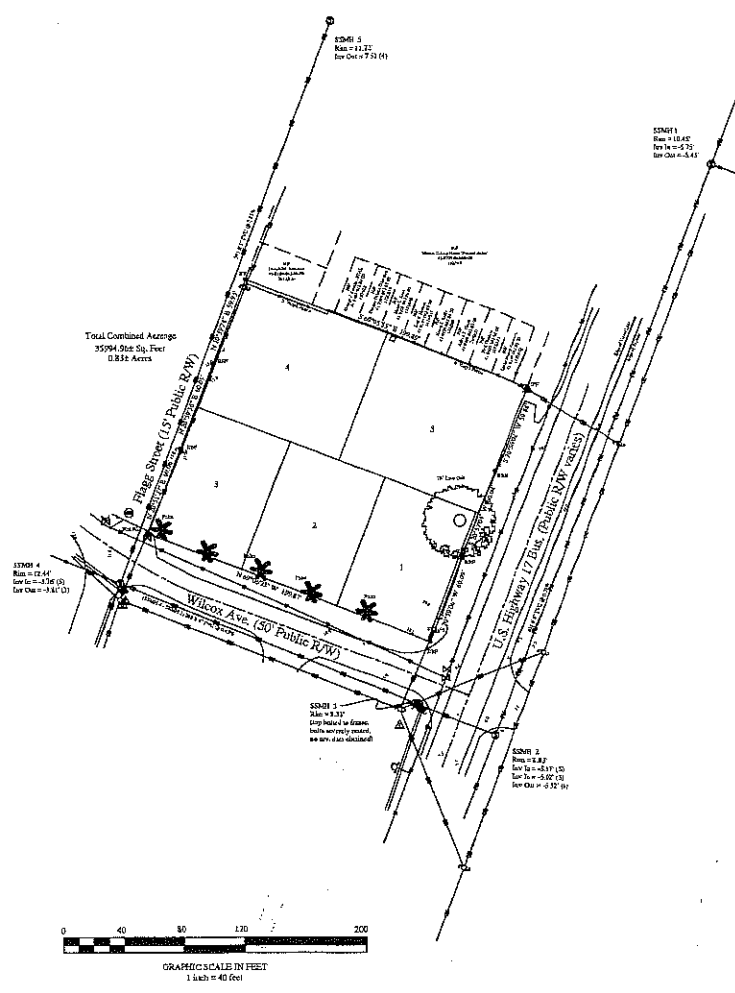
REF. S.C.C.C. MONUMENTS: 4900 B AND 5005 B

DATE OF FIELD SURVEY: 1-8-06

JANUARY 12, 2006

J. LUCKEY SANDERS, R.L.S.
210 CLELAND STREET
P.O. BOX 671
GEORGETOWN, S.C. 29442
(843) 527-2300







NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Jamie McLain as agent for Kevin O'Connell to rezone three parcels totaling approximately .83 acres from General Commercial (GC) to Resort Residential (RR). The property is located west of 17 Business at its intersection with Wilcox Avenue in Murrells Inlet. Tax Map Numbers 41-0109-048-00-00, 41-0109-049-00-00 and 41-0109-050-00-00. Case Number REZ 9-16-16787.

The Planning Commission will be reviewing this request on **Thursday, October 20, 2016 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: csargent@gtcounty.org

Item Number: 11.a
Meeting Date: 1/10/2017
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Finance

ISSUE UNDER CONSIDERATION:

Ordinance 2016-40 - Amendment of the FY 2016/2017 Budget Ordinance.

CURRENT STATUS:

Pending Approval

POINTS TO CONSIDER:

Each year when budgets are being prepared for the ensuing fiscal year there are various budgeted projects and other purchases in progress. When the completion of such items does not occur prior to year-end it is necessary to "rollover" the appropriations and amend the budget in the following year to provide for the remaining expenditures.

Ordinance 2016-40 will allow funding authorized in the FY 2015/2016 Budget to be carried forward to provide for expenditures in FY 2016/2017 associated with outstanding purchase commitments and completion of projects that were in progress at the end of the prior fiscal year. The individual rollover amounts are listed in an attached schedule.

FINANCIAL IMPACT:

The "rollovers" proposed in this ordinance only shifts appropriations from the prior year to the current year. Accordingly, there is no cumulative financial impact to the County.

OPTIONS:

1. Approve Ordinance 2016-40 to amend the FY 2016/2017 Budget Ordinance.
2. Reject Ordinance 2016-40.

STAFF RECOMMENDATIONS:

Approve second reading of Ordinance 2016-40.

This ordinance was previously introduced by title only; therefore a motion to amend will be required at second reading to incorporate text and details of the proposed Ordinance.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▢ Budget Ordinance 2016-40	Cover Memo
▢ Fiscal Year 2016 to Fiscal Year 2017 Rollover Report	Cover Memo

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE # 2016-40

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2016/2017 BUDGET ORDINANCE ADOPTED BY
GEORGETOWN COUNTY COUNCIL**

- Section 1: The General Fund revenue account, Fund Balance Reserve, is increased by \$255,661 and appropriations to various General Fund expenditure accounts are increased by a total of \$255,661 for outstanding encumbrances and ongoing projects at close of fiscal year 2016.
- Section 2: The County Fire District 1 Fund revenue account, Fund Balance Reserve, is increased by \$3,857 and appropriations to the expenditure account, Improvements, are increased by \$3,857 for the installation of a new sewer system at Station #5, which is still ongoing at close of fiscal year 2016.
- Section 3: The Road Improvement Fund revenue account, Fund Balance Reserve, is increased by \$5,922,167 and appropriations to Road Improvement project expenditure accounts are increased by a total of \$5,922,167 for outstanding encumbrances and ongoing projects at close of fiscal year 2016 as well as future to be designated projects for fiscal year 2017.
- Section 4: The Emergency Telephone Fund revenue account, Fund Balance Reserve, is increased by \$46,204 and appropriations to the expenditure account, Machinery & Equipment is increased by \$46,204 for an equipment upgrade project, which is still ongoing at close of fiscal year 2016.
- Section 5: The Capital Equipment Replacement Fund revenue account, Fund Balance Reserve, is increased by \$226,701 and appropriations to various Capital Equipment Replacement Fund expenditure accounts are increased by a total of \$226,701 for outstanding encumbrances and ongoing projects at close of fiscal year 2016.
- Section 6: The Environmental Services Fund revenue account, Fund Balance Reserve, is increased by \$240,109 and appropriations to various Environmental Services Fund expenditure accounts are increased by a total of \$240,109 for outstanding encumbrances and ongoing projects at close of fiscal year 2016.
- Section 7: The Stormwater Drainage Fund revenue account, Fund Balance Reserve, is increased by \$182,514 and appropriations to various Stormwater Drainage Fund expenditure accounts are increased by a total of \$182,514 for outstanding encumbrances and ongoing projects at close of fiscal year 2016.

Section 8: This Ordinance No. 2016-40 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS _____ DAY OF _____, 2017.

_____(Seal)
Johnny Morant, Chairman
Georgetown County Council

ATTEST:

_____(Seal)
Theresa E. Floyd, Clerk to Council

This Ordinance No. 2016-40 has been reviewed by me and is hereby approved as to form and legality.

_____(Seal)
Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Georgetown County**FY16 Encumbered and other Proposed Project Budget Rollovers to FY17**

Account Number	Amount	PO Number	Vendor	Purpose
General Fund				
010.109.50707	70,789	2016-00000714	CDW Government Inc	CISCO Telephone Upgrades
010.121.50411	29,306	2016-00000690	Trane Carolinas	Heating/Cooling Units
010.139.50703	48,940	2016-00000531	Charter Elevator Carolinas	Modernization of Old Courthouse elevators
010.139.50707	31,782	2016-00000554	Generator Services	Old Courthouse Generator replacement
010.213.50707	17,545	2016-00000699	Polaris Sales Incorporated	Replacement for stolen ATV & Trailer
010.411.50764	20,426	Per Glenda	Andrews EMS Grant	Matching Grant Funds
010.609.50764	36,873	Per Glenda	Airport Grants	Matching Grant Funds
General Fund Total	255,661	This rollover appropriation would come from fund balance		
County Fire (District 1) Fund				
020.999.50705	3,857	N/A	Work to be done in house	Sewage System at Station #5 - 303 Georgetown Highway
County Fire (District 1) Fund Total	3,857	This rollover appropriation would come from fund balance		
Road Improvement Fund				
066.906-50702	26,858	14-0000554	Stone Construction	Bid 14-019
066.906-50702	4,186	2015-00000137	Davis & Floyd	Task Order #4 2014 Engineering Paving
066.906-50702	64,114	2015-00000478	Stone Construction	Bid #14-091 Pee Dee, Huckleberry & Cokerville Roads
066.906-50702	9,752	2015-00000512	Davis & Floyd	Contract #12-025 Task Order 10 Handy Hill & Maggie May
066.906-50702	329,295	2016-00000383	Stone Construction	Bid 15-076 Bantu Lane Road Improvement
066.906-50702	204,586	2016-00000388	Stone Construction	Bid 15-076 Souix Drive Road Improvement
066.906-50702	320,837	2016-00000390	Stone Construction	Bid 15-076 Handy Hill & Maggie Mae Road Improvements
066.906-50702	1,291	2016-00000408	Stone Construction	Cokerville Road Turnaround
066.906-50702	5,140	2016-00000611	Davis & Floyd	Contract #12-025 Task Order 11 Rambo Lane & Miracle Court
066.906-50702	4,270	2016-00000615	Davis & Floyd	Contract #12-025 Task Order 12 Whispering Pine Drive
066.906-50702	4,951,838	Remaining available fund balance		
Total Road Improvement Fund	5,922,167	This rollover appropriation would come from fund balance		
Emergency Telephone Fund				
075.901.50707	46,204	2016-00000162	Motorola Solutions	911 Console Upgrade
Emergency Telephone Fund	46,204	This rollover appropriation would come from fund balance		

Georgetown County

FY16 Encumbered and other Proposed Project Budget Rollovers to FY17

Account Number	Amount	PO Number	Vendor	Purpose
Capital Equipment Replacement Fund				
499.139.50713	29,227	2016-00000477	Dick Smith Ford	2016 Ford F-350
499.205.50713	9,552	2016-00000545	West Chathaw Warning Devices	Vehicle Add-ons
499.205.50713	7,751	2016-00000547	West Chathaw Warning Devices	Vehicle Add-ons
499.205.50713	69,656	2016-00000544	West Chathaw Warning Devices	Vehicle Add-ons
499.205.50713	22,058	2016-00000613	Butler Chrysler Dodge Jeep	2016 Grand Caravan
499.903.50713	33,775	2016-00000476	Sam Pack's Five Star Ford	2016 Ford Expedition
499.997.50713	53,932	2016-00000584	Benson Ford Mercury	2 each Ford transit wagons
499.997.50713	750	2016-00000587	West Chathaw Warning Devices	Vehicle Add-ons
Total CERP Fund	226,701	This rollover appropriation would come from fund balance		
Environmental Services Fund				
502.308.50705	5,993	2016-00000653	Stone Construction	#2 Slag road material
502.308.50707	45,555	2016-00000394	Baker Waste Equipment	Recycling Compactors & Containers
502.313.50705	58,561	2016-00000691	Recycling Equipment	Underground Conveyor System
502.313.50707	130,000	2016-00000691	Recycling Equipment	Underground Conveyor System
Total Environmental Services Fund	240,109	This rollover appropriation would come from fund balance		
Stormwater Fund				
504.901-50705	45,027	14-0000314	Stantec Consulting Services	Hagley West Drainage project
504.901-50705	20,934	2016-00000506	Stantec Consulting Services	Task Order #12 MLK drainage study Petigru to Hwy 17
504.901-50705	29,356	2016-00000507	Stantec Consulting Services	Task Order #13 North Litchfield Upper & Lower Flagg Pond
504.901-50705	360	2016-00000566	Parker Land Surveying	Task Order #72- Hagley West Phase 1 - Founder's Club Cart Path
504.901-50705	14,017	2016-00000607	Palmetto Corporation of Conway	US-17 Out fall Haunted Trail Correction
504.901-50705	9,320	2016-00000686	Palmetto Corporation of Conway	Kings River Road Drop Inlets to #14 Osprey Lake flood
504.901-50705	15,500	2016-00000693	Stantec Consulting Services	Control Design & Construction Administration
504.901-50705	48,000	2016-00000710	Stantec Consulting Services	To #15 South Litchfield drainage improvement at Hwy 17 Mingo Pond
Total Stormwater Fund	182,514	This rollover appropriation would come from fund balance		

Item Number: 11.b
Meeting Date: 1/10/2017
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2016-41 - An Ordinance to amend the Future Land Use Map to redesignate 2 tracts of land totaling approximately 15 acres located on the east side of Wesley Road in Murrells Inlet from Low Density Residential to High Density Residential.

CURRENT STATUS:

A request to amend the Future Land Use map to redesignate approximately 15 acres located on the east side of Wesley Road, 220 feet south of Derrick Lane in Murrells Inlet from low density residential to high density residential. TMS 41-0121-003-00-00 and 41-0121-003-02-00.

The two tracts are both currently designated as low density residential.

POINTS TO CONSIDER:

1. Abernethy Development Group, LLC as agent for Collins Gaston, filed a request to rezone TMS 41-0121-003-00-00 and 41-0121-003-02-00 from One-half Acre Residential (R1/2 AC) to 6,000 Square Feet Residential (R-6).
2. The Planning Commission recommended against the proposed rezoning based on the current Future Land Use map designation of low density residential which supports the current zoning and the increased traffic on Wesley Road.
3. The Planning Commission did not recommend amending the Future Land Use map from low density residential to high density residential.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

1. Deny the map amendment per the Planning Commission's recommendation
2. Approve the amendment
3. Defer action.
4. Remand the issue to the PC for further study.

STAFF RECOMMENDATIONS:

Deny the map amendment per the Planning Commission's recommendation

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 2016-41 Amendment to FLU Map East of Wesley Rd in MI	Ordinance

▣ Abernethy FLU map

Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2016-41

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP REGARDING TWO TRACTS OF LAND LOCATED ON THE EAST SIDE OF WESLEY ROAD IN MURRELLS INLET FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL

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

To amend the Future Land Use Map in the Georgetown County Comprehensive Plan to designate two tracts of land located on the east side of Wesley Road, approximately 220 feet south of Derrick Lane and further identified as TMS 41-0121-003-00-00 and 41-0121-003-02-00, as high density residential.

ADOPTION OF THE FOREGOING ORDINANCE, moved by _____, seconded by _____, and after discussion upon call to vote thereon, the vote was as follows:

Those in favor:

Those opposed:

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2016.

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 2016-41, has been reviewed by me and is hereby approved as to form and legality.

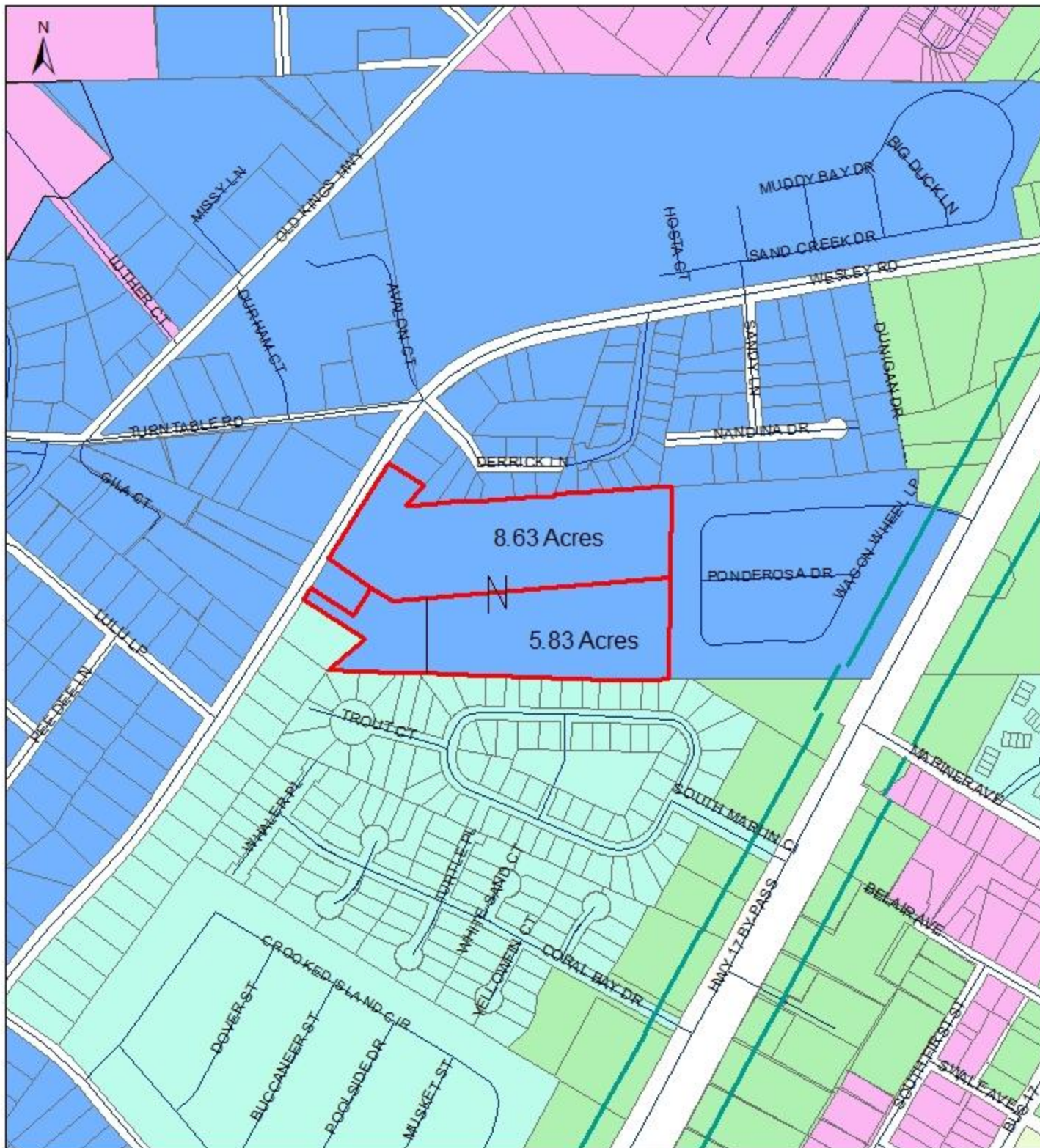
Wesley Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Thomas G. Collins
Property FLU
REZ 10-16-16962



Legend

90' SETBACK (Hwy 17)

Thomas Collins

Parcels

Streets

County Parcel FLU

FUTURE_LAN

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

0 175 350 700 1,050 1,400 Feet

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

Item Number: 11.c

Meeting Date: 1/10/2017

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2016-42 - An Ordinance to rezone two parcels totaling approximately 15 acres located on the east side of Wesley Road, approximately 220 ft. south of Derrick Lane in Murrells Inlet from One-half Acre Residential (R1/2 AC) to 6,000 Square Feet Residential (R-6)

CURRENT STATUS:

A request from Abernethy Development Group, LLC as agent for Collins Gaston to rezone two parcels totaling 14.93+/- acres from One-Half Acre Residential (R ½) to 6,000 Square Feet Residential (R-6). The property is located on the east side of Wesley Road approximately 220 ft south of Derrick Lane in Murrells Inlet. Tax map numbers 41-0121-003-00-00 and 41-0121-003-02-00. Case Number REZ 10-16-16962.

The two parcels are currently zoned One-Half Acre Residential (R ½ Ac).

POINTS TO CONSIDER:

1. The parcels are currently vacant.
2. General Residential (GR is located to the north and northwest. One-Half Acre Residential is located to the west and southwest. The Live Oak Community PD, the Coral Bay Village PD and the Captains Cove PD (which are all MHP) are located to the south and MHP zoning is located to east. There is also some General Commercial zoning located along Hwy 17 Bypass in front of the mobile home parks.
3. The 6,000 Square Feet Residential (R-6) zoning district was created to allow high density development but restrict uses to single family homes while prohibiting mobile homes and multi-family development.
4. The applicant proposes to subdivide the property into a 53-lot single family subdivision under the R-6 zoning district. The proposed single family development would also include platting and naming a 50' right of way that will make a loop within the site. The proposed lots would require a minimum of 6,000 square feet with a minimum lot width of 60 feet. The setbacks are 25' front, 10' side, 15' rear and 16.5' corner side. Subdivisions that create 10 or more new lots are major subdivisions and will require review by the Planning Commission along with a traffic study. The proposed site plan has not been reviewed and is presented for your information only. It is important to note that this application is for a rezoning and not approval of the presented subdivision. The owner has no obligation to follow this plan.
5. The Georgetown County FLU map designates this property and the adjacent property as low density residential; therefore the Future Land Use Map supports the current zoning. The closest high density designation is located just south of the parcels in the Live Oak Community MHP, Coral Bay Village MHP and the Captains Cove MHP.

6. Staff recommended denial of this request based on the Future Land Use map which supports the existing zoning of R1/2 AC. Lots of 6000 square feet would increase traffic on Wesley Road. Staff informed the Commission that if approval is recommended, the FLU map would need to be amended to reflect a high density residential designation.

7. The Planning Commission held a public hearing on this issue at their November 17, 2016 meeting. Four adjacent property owners spoke against the rezoning citing concerns about noise, the type of housing, drainage and traffic. The Commission voted 5 to 2 to recommend denial for the proposed rezoning request.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Deny request as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 2016-42	Ordinance
▣ Abernethy attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2016-42

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GEORGETOWN COUNTY, SOUTH CAROLINA TO REZONE APPROXIMATELY 15 ACRES LOCATED ON THE EAST SIDE OF WESLEY ROAD, APPROXIMATELY 220 FEET SOUTH OF DERRICK LANE IN MURRELLS INLET AND FURTHER IDENTIFIED AS TAX MAP NUMBERS 41-0121-003-00-00 AND 41-1021-003-02-00 FROM ONE HALF ACRE RESIDENTIAL (R1/2 AC) TO 6,000 SQUARE FEET RESIDENTIAL (R6)

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

To rezone tax parcels 41-0121-003-00-00 and 41-1021-003-02-00 located on the east side of Wesley Road in Murrells Inlet from One-half Acre Residential (R1/2 AC) to 6,000 Square Feet Residential.

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2016.

Johnny Morant (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2016-42, 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: _____



#16962

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 are requesting the change to:

Tax Map (TMS) Number: 41-0121-003-00/02-00

Street Address: Approx: 4871 Wesley Road

City / State / Zip Code: Murrells Inlet, SC 29576

Lot Dimensions/ Lot Area: 14.93+/- Acres

Plat Book / Page: Slide 769/9

Current Zoning Classification: R1/2A

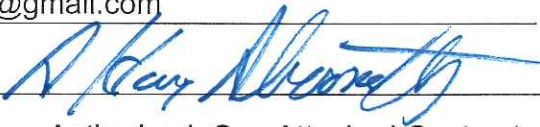
Proposed Zoning Classification: R-6

Property Owner of Record:

Name: Collins T. Gaston
Address: 4871 Wesley Road
City/ State/ Zip Code: Murrells Inlet, SC 29576
Telephone/Fax Numbers: _____
E-mail: _____
Signature of Owner / Date: Authorized- See Signed Contract

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: Abernethy Development Group, LLC - See Attached Contract
Address: 10554 Ocean Highway
City / State / Zip Code: Pawleys Island, SC 29585
Telephone/Fax: 865-385-1795
E-mail: abernethy.h@gmail.com
Signature of Agent/ Date: 
Signature of Property Owner: Authorized- See Attached Contract

Contact Information:

Name: Harvey Abernethy
Address: 10554 Ocean Highway, Pawleys Island, SC 29585
Phone / E-mail: 865-385-1795

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.

It is our desire to develop a subdivision of quality homes (for retirees and

young families) in the area as no new developments have been created

in many years in the area.

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:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

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

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

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

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

Edith Rose & Joshua Owens Wildes
Agnes Crockett
Vivian Marlene Jones
Robert H Rossborough
Melanie Newcomb
Carol H Belge
Barbara J Newman
Howard Hendrickson
Raleigh L Tharpe
Donna Marie Broutin
Beach Capital Partners LLC
Steven D Sellers
Kenneth P. & Deborah R. Griffin
Martha L Rothrock
Leslie Carton, Trustee of the Lloyd Legacy Trust
Troy P & Susan M Montenery
Erin W. Pegram
Patricia Horberg
Katherine G. Thompson
Mark M Terry
Quincy L. Lloyd & Kevin J. Ferry
Paul Christmas
Karen L Granieri
Peter Van Rooyen
Kathryn L Thigpen
Lawrence M Elliott
Claudia Mae England
James D Harris
Maureen A Vleuten
Fred J. & Priscilla L. Spencer
Roger D England
David L Altman
Elizabeth Blume
Dorothy Dangelo

158 Thrush Ct
P O Box 219
843 S Martin Circle
881 S Marlin Circle
165 Rosewood Avenue
115 Quinby Circle
4795 Wesley Road
817 S Marlin Circle
4725 Wesley Road
868 S Marlin Circle
9001 Kings Road
P O Box 250
2866 Journeys End Road
920 Trout Court
902 S. Marlin Circle
249 Chesapeake Lane
210 Chesapeake Lane
605 1st Ave S
4840 Moss Creek Loop #8
938 S Martin Circle
237 Chesapeake Lane
964 Derrick Lane
4749 Wesley Road
835 S Marlin Circle
984 S Marlin Circle
4806 Wesley Road
P O Box 253
1008 S Martin Circle
908 Trout Court
423 Fox Chase Drive
P O Box 685
4695 Wesley Road
828 S Marlin Court
913 S Marlin Circle

Georgetown SC 29440
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Long Branch NJ 07740
Quinby SC 29506
Murrells Inlet SC 29756
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29572
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Myrtle Beach SC 29577
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Collinsville VA 24078
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576
Murrells Inlet SC 29576

Wayne Solomon
Mary Jane Billings
Thomas F Feddon Jr
Roy R Newsom

924 S Marlin Circle
928 Trout Court
874 S Marlin Circle
975 S Marlin Circle

Murrells Inlet SC
Murrells Inlet SC
Murrells Inlet SC
Murrells Inlet SC

29576
29576
29576
29576

From -
Live Oaks Retirement
Murrells Inlet, SC
Re: More Sig.

Georgetown County Planning Commission

November 2, 2016

SUBJECT: Rezoning Public Hearing

I received your notice of a Public Hearing on a request from Abernethy Development Group for Collins Gaston on two parcels of land joining our development Live Oaks. Attached you will see the map which you sent and a high-lighted area of where my property abuts the proposal. What you did not show, there is a drainage ditch between the two; which the county is responsible for keeping clean so that water can run off and not flood the properties in our development. We have to complain for approximately 5 years to get this ditch cleaned and kept clean, which we are told the only way the county can come in and clean the ditch is to enter on the property you are talking about. We are also told that is a county easement area for the county to maintain.

We are against any development in this area unless provisions are made to give access on that property so the county can keep clean this ditch. We are asking that this be considered in any decision that the Planning Commission makes.

Martha L. Rothrock 920 Trout Ct. MI, SC

Frank & Karen McDermott 914 S. Marion "

Mary Ann Bellinger 928 Trout Ct. MI SC

Tim & Marcia Parry 900 Trout Ct M.I., S.C.

Ron & Betty Jo Massey 924 Trout Court MI SC

Arlene Peterson 1004 Jo. Marlen Cir. MI SC

Georgetown Planning Commission

SUBJECT: Property development

The people listed on the attachments to this letter are objecting to this Development. There are no provisions for how the drainage ditch that the County owns will be cleaned and maintained. This ditch is between our development (Live Oaks Retirement Community) and said land that Abernethy Development Group are talking about. We would like to be considered in your decision for Abernethy Development Group on this property.

ATTACHMENTS: Signed letter of residences in Live Oaks Community

3 Attachments

Georgetown County Planning Commission

November 2, 2016

SUBJECT: Rezoning Public Hearing

I received your notice of a Public Hearing on a request from Abernethy Development Group for Collins Gaston on two parcels of land joining our development Live Oaks. Attached you will see the map which you sent and a high-lighted area of where my property abuts the proposal. What you did not show, there is a drainage ditch between the two; which the county is responsible for keeping clean so that water can run off and not flood the properties in our development. We have to complain for approximately 5 years to get this ditch cleaned and kept clean, which we are told the only way the county can come in and clean the ditch is to enter on the property you are talking about. We are also told that is a county easement area for the county to maintain.

We are against any development in this area unless provisions are made to give access on that property so the county can keep clean this ditch. We are asking that this be considered in any decision that the Planning Commission makes.

Donna Brantley 868 S. Marlin Circle

Elizabeth Blume 828 S MARLIN CIRCLE

Nancy McMillan 822 S. Marlin Circle DRI 29576

Nancy Hlinka 875 S Marlin Circle MI 29576

Sylvia Hargrett 832 S. Marlin Cir. M.I. 29576

Cornelia Lockaby 906 S. Marlin Circle, M.I. 29576

Dorothy D'Angelo 913 S. Marlin Cir MI 29576

Thomas L. Dye 854 S. Marlin Cir - M.I. 29576

Elaine A Crane 838 S. Marlin Cir MI 29576

Karen Bopas 834 S Marlin Cir, M.I. 29576

Georgetown County Planning Commission

November 2, 2016

SUBJECT: Rezoning Public Hearing

I received your notice of a Public Hearing on a request from Abernethy Development Group for Collins Gaston on two parcels of land joining our development Live Oaks. Attached you will see the map which you sent and a high-lighted area of where my property abuts the proposal. What you did not show, there is a drainage ditch between the two; which the county is responsible for keeping clean so that water can run off and not flood the properties in our development. We have to complain for approximately 5 years to get this ditch cleaned and kept clean, which we are told the only way the county can come in and clean the ditch is to enter on the property you are talking about. We are also told that is a county easement area for the county to maintain.

We are against any development in this area unless provisions are made to give access on that property so the county can keep clean this ditch. We are asking that this be considered in any decision that the Planning Commission makes.

Eugene Windsor 860 S. Marlin Circle, M.I., SC 29576

Annette Windsor 860 S. Marlin Circle, M.I., S.C. 29576

Dorothy Waterman 958 S. Marlin Circle, M.I., S.C. 29576

Sheila Bode 927 Trout Ct. Murrells Inlet, SC 29576

Claudine Retchiffe 930 S. Martin Circle, Murrells Inlet SC 29576

Vivian M. Jones 843 S. Marlin Circle Murrells Inlet 29576

Georgetown County Planning Commission

November 2, 2016

SUBJECT: Rezoning Public Hearing

I received your notice of a Public Hearing on a request from Abernethy Development Group for Collins Gaston on two parcels of land adjoining our development, Live Oak Community. Attached you will see the map which you sent and a highlighted area where my property abuts the proposal. You did not show that there is a drainage ditch between the two; which the county is responsible for keeping clean so that water can run off and not flood the properties in our development. We have had to complain to the county for approximately 5 years to get this ditch cleaned and be kept clean, which we are told, the only way the county can come in and clean the ditch is to enter on the property you are talking about. We are also told that this is a county easement area for the county to maintain.

We are against any development in this area unless provisions are made to give access on that property so that the county can keep this ditch clean. We are asking that this be considered in any decision that the Planning Commission makes.

Henry Drow
Joan Hendrickson
Howard Hendrickson



**AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE
(GENERAL USE AND LOTS/ACREAGE)**

1. PARTIES: This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s): Abernethy Development Group LLC ("Buyer"), and
Seller(s): HF TC Rhonda Floyd Delane R Floyd Gaston T Collins Thomas Collins TC ("Seller").

☒ BUYER ☐ SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE

- (A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period (Monday/Tuesday/Wednesday/Thursday/Friday) beginning at 10 AM and counted from 10 AM of the first Business Day following the appropriate date (Effective Date, Closing Date, stated date, Notice Delivery date). Business Days shall not begin, end, or include any Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods

2. PURCHASE PRICE: \$ 840,000.00 (USD)

Payable by ☐ a combination of financing and cash or ☒ cash. Payment shall be good funds.

The sale of Buyer's real property ☐ is ☒ is not required for Purchase and this contingency terms ☐ are ☐ are not attached.

3. PROPERTY: Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property and any personal property conveying in working order, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments). Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.

Address 14.93/+/- acres on Wesley road Unit # _____

City Murrells Inlet State of South Carolina

Zip 29576 County of Georgetown

Lot _____ Block _____ Section/Phase _____ Subdivision None

Other _____ TMS 41-0121-003-00/02-00

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):

4. CONVEYANCE/CLOSING/POSSESSION: "Closing" occurs when Seller conveys Property to Buyer and occurs no later than 5 PM on or before See Section #33 ("Closing Date") with an automatic extension of 5 business days for an unsatisfied contingency through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): Abernethy Development Group, LLC and or assigns or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's

☒ BUYER ☐ BUYER ☒ SELLER ☒ SELLER HAVE READ THIS PAGE

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The Lachicotte Company, 10554 Ocean Highway Pawleys Island, SC 29585

Phone: (843)241-2654

Fax:

Chip Abernethy

14 acres - Wellsley

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

designated place on or before the Closing Date no later than 10 AM. Seller agrees to pay all statutory deed recording fees. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of a vacant and reasonably clean Property, free of debris, along with all keys, codes, any remote controls, available documents (ex. manuals, equipment warranties, service info, etc.) and similar ownership items to Buyer at Closing.

5. **EARNEST MONEY:** \$ 10,000.00 (USD) Earnest Money is paid as follows: \$ _____ accompanies this offer and \$ 10,000.00 will be paid within 3 Business Days after Effective Date and Earnest Money is in the form of ☒ check ☐ cash ☐ other (wire, etc.) _____ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize Lachicotte Company as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT \$ n/a OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.

6. **TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the ☐ Seller's or ☐ Buyer's transaction costs.

☒ At Closing, Seller will pay Buyer's transaction costs not to exceed \$ _____ OR _____ % of purchase price, whichever is higher, which includes non-allowable costs first and then allowable costs (FHA/VA). Buyer is responsible for any Buyer's transaction costs exceeding this amount. If the amount exceeds the actual amount of those costs or amount allowed by Lender, then any excess funds will revert to Seller. Seller will also provide or pay for all of Seller's transaction costs. If no Closing, Buyer is responsible for Buyer's transaction costs and Seller responsible for Seller's transaction costs.

BUYER () () DATE _____, TIME _____
SELLER (RF) (TC) DATE 9/13/16, TIME 3:20

7. **FINANCE:** Buyer's obligation under this Contract ☐ is ☒ is not contingent upon obtaining financing of a ☐ 15 year or ☐ 30 year or ☐ other _____ purchase money loan at reasonable prevailing market terms with loan(s) equal in amounts of minimum _____ % and maximum _____ % of the Purchase Price or Appraised Value whichever is lower. ("Financing Contingency"). Financing Contingency expires at Closing ("Financing Period"). Buyer must make timely good faith efforts to apply for and obtain financing while refraining from contrary actions ("Financing Effort"). In a timely manner, Buyer shall inform Seller and Brokers of pertinent financing issues and authorize their Lender to disclose pertinent loan information to Seller and Brokers ("Financing Disclosure"). If a Lender declines or fails to approve financing, the Buyer shall notify the Seller and Brokers as soon as possible. Buyer shall apply for financing within _____ Business Days from the Effective Date and shall Deliver Notice to Seller of reasonable pre-final loan approval that contains no unreasonable

[RF] BUYER [] BUYER [RF] SELLER [TC] SELLER HAVE READ THIS PAGE

Form 330 PAGE 2 of 9

credit, income, or asset conditions within _____ Business Days from the Effective Date (no repairs required prior to this Notice). Final loan approval occurs when Lender funds loan(s). If the Seller and Brokers are notified of inability to obtain financing during the Financing Period, either Party may terminate this Contract by Notice and Earnest Money shall be returned to the Buyer.

Proposed Lender: _____ ☐ FHA ☐ VA ☐ Conventional ☐ Seller
☐ Other _____

An FHA VA Financing Addendum ☐ is ☐ is not attached. Additional financing terms ☐ are ☐ are not attached.

8. **INSPECTION/REINSPECTION RIGHTS:** Buyer and qualified/certified inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

Sellers will make the Property accessible for inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:

☐ Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the Inspections

☒ Other Seller will let buyer do studies on property while under contract. ☐ see attached.

Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and inspectors use insurance to manage risk.

9. APPRAISED VALUE:

☐ This Contract is contingent upon the Property being valued according to the Lender's appraisal or other appraisal as agreed upon by the Parties ("Appraised Value") for the Purchase Price or higher. If the Parties are made aware that the Appraised Value is less than the Purchase Price and the Seller Delivers Notice to the Buyer within 5 Business Days or Closing (whichever earliest) of an amendment to reduce the Purchase Price to the Appraised Value, the Parties agree to proceed to Closing under terms of this Contract with the Purchase Price amended to be the Appraised Value. Otherwise, Buyer may proceed to Closing or terminate this Contract by Delivering Notice of Termination to the Seller whereupon the Earnest Money will be returned to Buyer.

☒ This Contract is not contingent upon the Property being valued at an Appraised Value according to the Lender's appraisal or other appraisal as agreed upon by the Parties for the Purchase Price or more.

10. **SURVEY, TITLE EXAMINATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

11. **SURVIVAL:** If any provision herein contained which by its nature or effect is required to be observed, kept, or performed after Closing, it will survive the Closing and remain binding upon for the parties hereto until fully observed, kept or performed.

12. DUE DILIGENCE:

The DUE DILIGENCE PERIOD ends no later than 150 Business Days after the original Effective Date unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- (1) Conduct/obtain Inspections
- (2) Deliver Repairs Request(s) Notice to Seller
- (3) Proceed under amended Contract
- (4) Proceed under As Is Contract
- (5) Terminate Contract by Delivering "Notice of Termination" and "Termination Fee" to Seller

☒ BUYER ☐ BUYER ☒ SELLER ☒ SELLER HAVE READ THIS PAGE

TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller both Notice of Termination and a Termination Fee of \$ n/a USD Good Funds. Termination Fee paid to Seller by payment or, by release to Seller an appropriate amount of Earnest Money or, by a combination of payment to Seller and an appropriate amount of Earnest Money (Escrow Agent shall timely disburse upon Buyer timely signing any required Earnest Money disbursement agreement for payment of the Termination Fee). If Seller receives the Delivered Notice of Termination and the full Delivered Termination Fee during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination and all of the Termination Fee to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

SHOULD BUYER FAIL TO REACH A NEW/AMENDED CONTRACT OR TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.

13. FIRE OR CASUALTY OR INJURY: In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Buyer will have the right for 6 Business Days after Notice of damage to Deliver Notice of Termination to the Seller. If Buyer proceeds according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

14. BUILDING PERMIT: This Contract ☐ is ☒ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities to build on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Building Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Building Permit Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required licenses and permits from the appropriate authorities to build on the Property to Seller during the Building Permit Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

5. REZONING: This Contract ☒ is ☐ is not contingent upon the Property being rezoned to General Residential by full approval (without any appeal during the appeal period) by the appropriate authorities. No later than 150 Business Days after the original Effective Date unless the Parties agree in writing to extend this Rezoning Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire rezoning from the appropriate authorities to build on the Property. If Seller receives the Delivered Notice of Termination during the Rezoning Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire rezoning from the appropriate authorities during the Rezoning Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. The ☒ Buyer or ☐ Seller shall be responsible for pursuing rezoning and paying all associated costs. All rezoning applications shall be submitted to the Seller for Seller's approval prior to filing. Seller shall not unreasonably or untimely withhold approval. All Parties agree to cooperate, sign the necessary documentation, and make efforts to support the rezoning application.

16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY: This Contract ☐ is ☒ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for a well and septic system suitable for the Buyer's intended structure in the event a well or septic system is needed on the Property. No later than _____ Business Days after the original Effective Date unless the Parties agree in writing to extend this Well and Septic Permit Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a conventional well and conventional septic system on the Property. If Seller receives the Delivered Notice of Termination during the Well and Septic Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination due to inability to acquire all required permits from the appropriate authorities to install a well and septic system on the Property to Seller during the Well and Septic Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract. If the Property is connected or capable of being connected to a water and or sewer line maintained by a private or public utility for a customary tap fee not to exceed \$ _____, the Buyer agrees to waive any applicable portion of the Well and Septic Contingency. Seller represents the Property is connected to water system: ☐ county ☐ city ☐ private ☐ corporate ☐ community ☐ well ☐ other _____. Seller represents the Property is connected to water disposal system: ☐ septic ☐ sewer ☐ private ☐ corporate ☐ government ☐ other _____.

[h] BUYER [] BUYER [RF] SELLER [TC] SELLER HAVE READ THIS PAGE

17. **CONDITION OF PROPERTY:** Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

18. **SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:**

☐ Buyer and Seller agree that Seller has delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☒ Buyer and Seller agree that Seller will NOT complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

19. **LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

20. **MEGAN'S LAW:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

21. **TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☐ may ☒ may not place deposited earnest monies into an interest bearing trust account. If Buyer's earnest money deposit is deposited into an interest bearing trust account, Broker will retain all interest earned in said account and may contribute some or all to a charitable enterprise.

22. **SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

23. **ROLLBACK TAXES (IF ANY):** The Parties agree that the ☒ Seller or ☒ Buyer shall pay any rollback taxes when rollback taxes are determined and billed. RF TC

24. **SPECIAL STUDIES AREA, WETLANDS, AND ENVIRONMENTAL MATTERS:** All reports and certifications required by the Lender, Buyer, or any government concerning any special study area, wetlands, or environmental issues shall be ordered by Buyer and paid for by RF TC Buyer.

All of these reports or certifications shall be completed no later than 150 ~~Business~~ Days after the original Effective Date, unless the Parties agree in writing or extend this period ("Environmental Period"). In the event repairs are necessary to address environmental concerns (Repair Requests); the Seller shall be Delivered Notice in writing of the specific defects or deficiencies no later than 2 Business Days after the Environmental Period. If the Buyer fails to notify the Seller within this timeframe, Buyer shall have waived any and all rights under terms of this section. If Lender's commitment requires any additional inspections or certifications, these are to be provided by the Buyer.

[Signature] BUYER ☐ BUYER [RF] SELLER [TC] SELLER HAVE READ THIS PAGE

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Upon Delivered Notice of the Repair Requests, Seller has five Business Days to address the Buyer's Repair Requests. The costs of all repairs to address environmental concerns to be paid by Seller. If the Seller fails to agree to make these repairs within this timeframe, the Buyer shall have 2 Business Days to choose any of the following options (1) accept the Property in its present condition, (2) negotiate with the Seller for the payment of these repairs or (3) terminate this Contract and receive their Earnest Money. The repairs to any other items are the sole responsibility of the Buyer. The obligations of the Seller for repairs terminate upon Closing. If the Seller agrees to make the repairs, the Parties agree to proceed under Contract.

25. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE): Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

26. ADJUSTMENTS: Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

27. DEFAULT:

- (A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
 - (i) Deliver Notice of Default to Seller and terminate Contract and
 - (ii) Pursue any remedies available to Buyer at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.
- (B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
 - (i) Deliver Notice of Default to Buyer and terminate Contract and
 - (ii) Pursue any remedies available to Seller at law or equity and
 - (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.
- (C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.
- (D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

28. MEDIATION CLAUSE: Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; (e) the filing of a interpleader action to resolve earnest money disputes. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

29. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE): Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

30. BROKER DISCLAIMER: Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the property, survey or legal matters, square footage (3) off site conditions (4) schools (5) title including but not limited to

[LA] BUYER [] BUYER [RE] SELLER [TC] SELLER HAVE READ THIS PAGE

easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (7) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

31. BROKERS COMPENSATION: Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract. Parties consent to Brokers possibly receiving compensation from the HWC and/or others if compensation is paid by in accordance with laws and REALTOR® ethics. NOTICE: THIS IS TO GIVE YOU NOTICE THAT BROKERS HAVE/WILL/MAY RECEIVE COMPENSATION FROM HWC/OTHERS FOR REFERRAL/PROCESSING. YOU ARE NOT REQUIRED TO PURCHASE A HWC OR SIMILAR RESIDENTIAL SERVICE CONTRACT AND IF YOU CHOOSE TO PURCHASE SUCH COVERAGE YOU ARE FREE TO PURCHASE IT FROM ANOTHER PROVIDER.

32. BROKER LIABILITY LIMITATION: Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.

33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS: There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

*Closing shall take place 30 business days from the end of due diligence period. The buyer will have the option for one 30 business day extension but will need to deposit \$35,000 dollar earnest money to extend and at this time all earnest money is non-refundable.

All studies done by the purchaser will be made available to the seller upon completion. ~~RE~~ ~~TC~~ ~~PROOF~~ of funds to be provided within 10 days of executed

34. NOTICE AND DELIVERY: Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.

Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the Agency Disclosure, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.

[LS] BUYER [] BUYER [RE] SELLER [TC] SELLER HAVE READ THIS PAGE

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36. EXPIRATION OF OFFER: When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at 5 ☐ AM ☒ PM on September 16, 2016 unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.

If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are ☐ attached or ☐ to be Delivered within _____ Business Days.

Parties shall initial and date all changes in this Contract and initial all pages.

BUYER: [Signature] Date: 9-12-16 Time: 4:10 PM
Abernethy Development Group LLC

BUYER: _____ Date: _____ Time: _____

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

SELLER: [Signature] Date: 9/13/16 Time: 3:35
Delane R Floyd Rhonda Floyd

SELLER: [Signature] Date: 9/13/16 Time: 3:35
Gaston T Collins Thomas Collins

_____ Date: _____ Time: _____

_____ Date: _____ Time: _____

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[G] BUYER [] BUYER [RF] SELLER [TC] SELLER HAVE READ THIS PAGE

Form 330 PAGE 8 of 9

ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE: _____

ESCROW AGENT NAME: Lachicotte Company

ESCROW AGENT'S LAW FIRM/COMPANY/BROKERAGE: Lachicotte Company

ESCROW AGENT CONTACT INFO: 10554 Ocean Highway

INVOLVED AS: ☒ BUYER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ BUYER DESIGNATED AGENT*

LICENSEE: Cooper & Abernethy SC LICENSE # _____ EXPIRES _____

BROKER IN CHARGE: Lou Lachicotte SC LICENSE # _____ EXPIRES _____

BROKERAGE COMPANY NAME: Lachicotte Company

MEMBERS OF: CCAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: _____

NOTICE EMAIL/FAX: _____

MOBILE PHONE: _____ OFFICE PHONE: _____ OTHER: _____

INVOLVED AS: ☒ SELLER AGENT ☐ SELLER SUBAGENT ☐ DUAL AGENT ☐ SELLER DESIGNATED AGENT*

LICENSEE: Heather Crawford SC LICENSE # 86964 EXPIRES 6/30/18

BROKER IN CHARGE: Marvin Heyd SC LICENSE # 13614 EXPIRES 6/30/17

BROKERAGE COMPANY NAME: BHHS MB Real Estate

MEMBERS OF: CCAR ASSOCIATION/BOARD OF REALTORS®

NOTICE ADDRESS: 7421 N. Kings Hwy Myrtle Beach, SC 29572

NOTICE EMAIL/FAX: heatherammonscrawford@gmail.com

MOBILE PHONE: 843-457-4852 OFFICE PHONE: 449-9444 OTHER: _____

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND OTHER ASSOCIATED LICENSEES ARE DUAL AGENTS.**

[Signature] BUYER ☐ BUYER [Signature] SELLER [Signature] SELLER HAVE READ THIS PAGE

Georgetown County Planning Commission

November 2, 2016

SUBJECT: Rezoning Public Hearing

I received your notice of a Public Hearing on a request from Abernethy Development Group for Collins Gaston on two parcels of land joining our development Live Oaks. Attached you will see the map which you sent and a high-lighted area of where my property abuts the proposal. What you did not show, there is a drainage ditch between the two; which the county is responsible for keeping clean so that water can run off and not flood the properties in our development. We have to complain for approximately 5 years to get this ditch cleaned and kept clean, which we are told the only way the county can come in and clean the ditch is to enter on the property you are talking about. We are also told that is a county easement area for the county to maintain.

We are against any development in this area unless provisions are made to give access on that property so the county can keep clean this ditch. We are asking that this be considered in any decision that the Planning Commission makes.

We will be out of town when this meeting is held and ask that you consider our request. Thank you.

Sincerely

Handwritten signatures of Thomas and Barbara Feddon in cursive script.

Barbara & Thomas Feddon

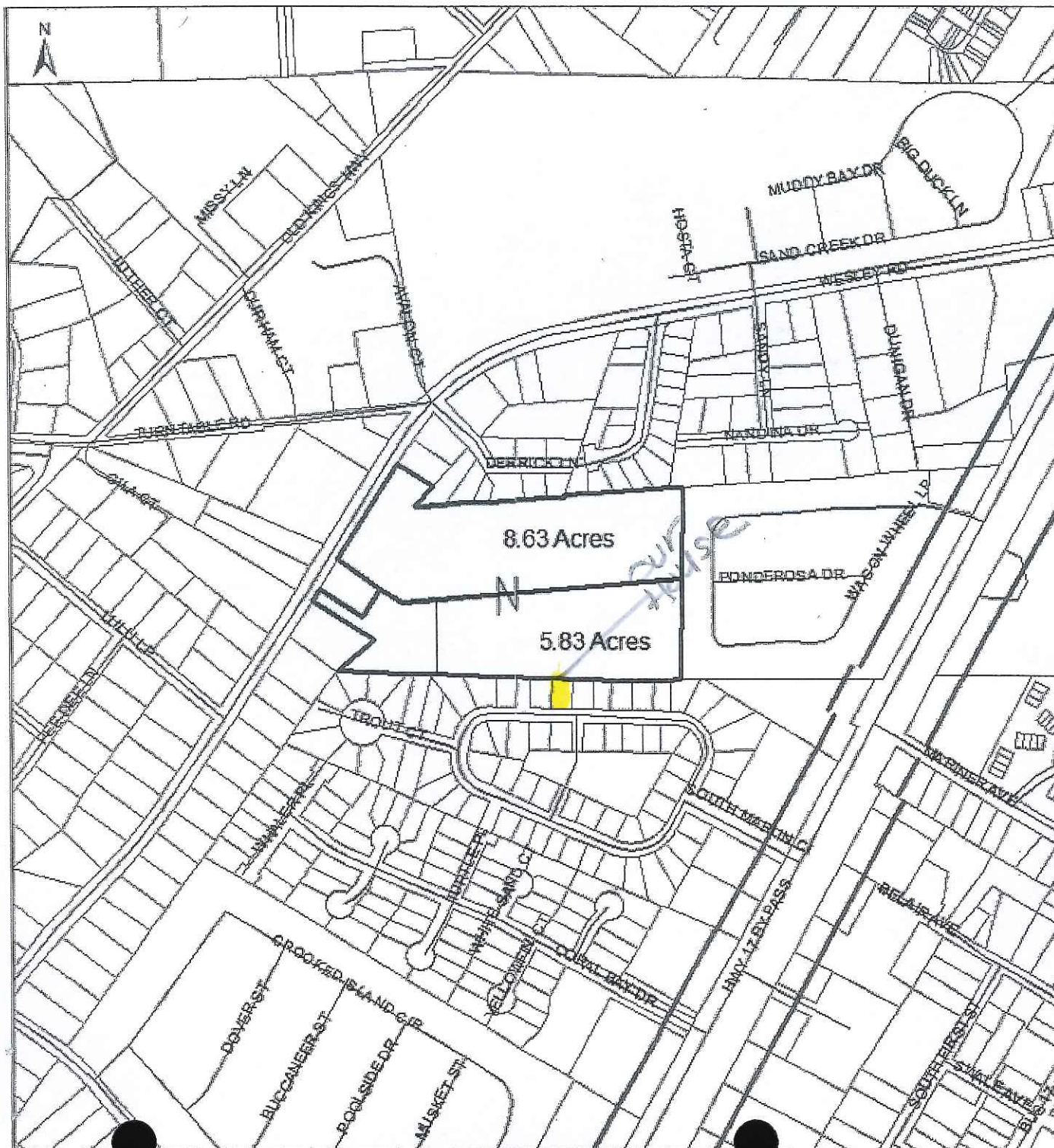
874 S. Marlin Circle

Murrells Inlet, SC 29576





ATTACHMENT: Map of area

843-651-1609

Thomas G. Collins
Property Location
REZ 10-16-16962



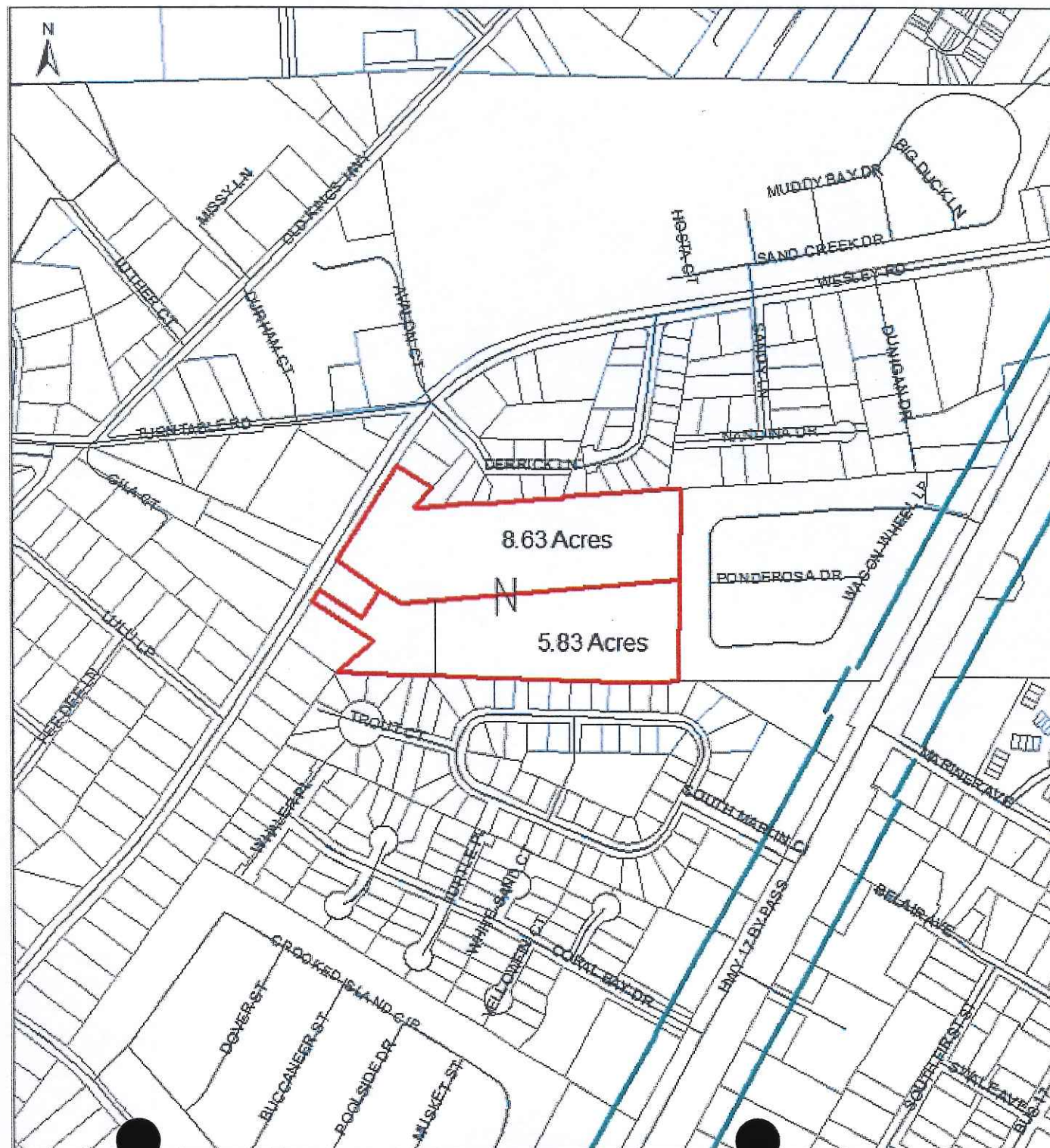
Legend

-  90' SETBACK (Hwy 17)
 Thomas Collins
 Parcels
 Streets



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.

Thomas G. Collins
Property Location
REZ 10-16-16962



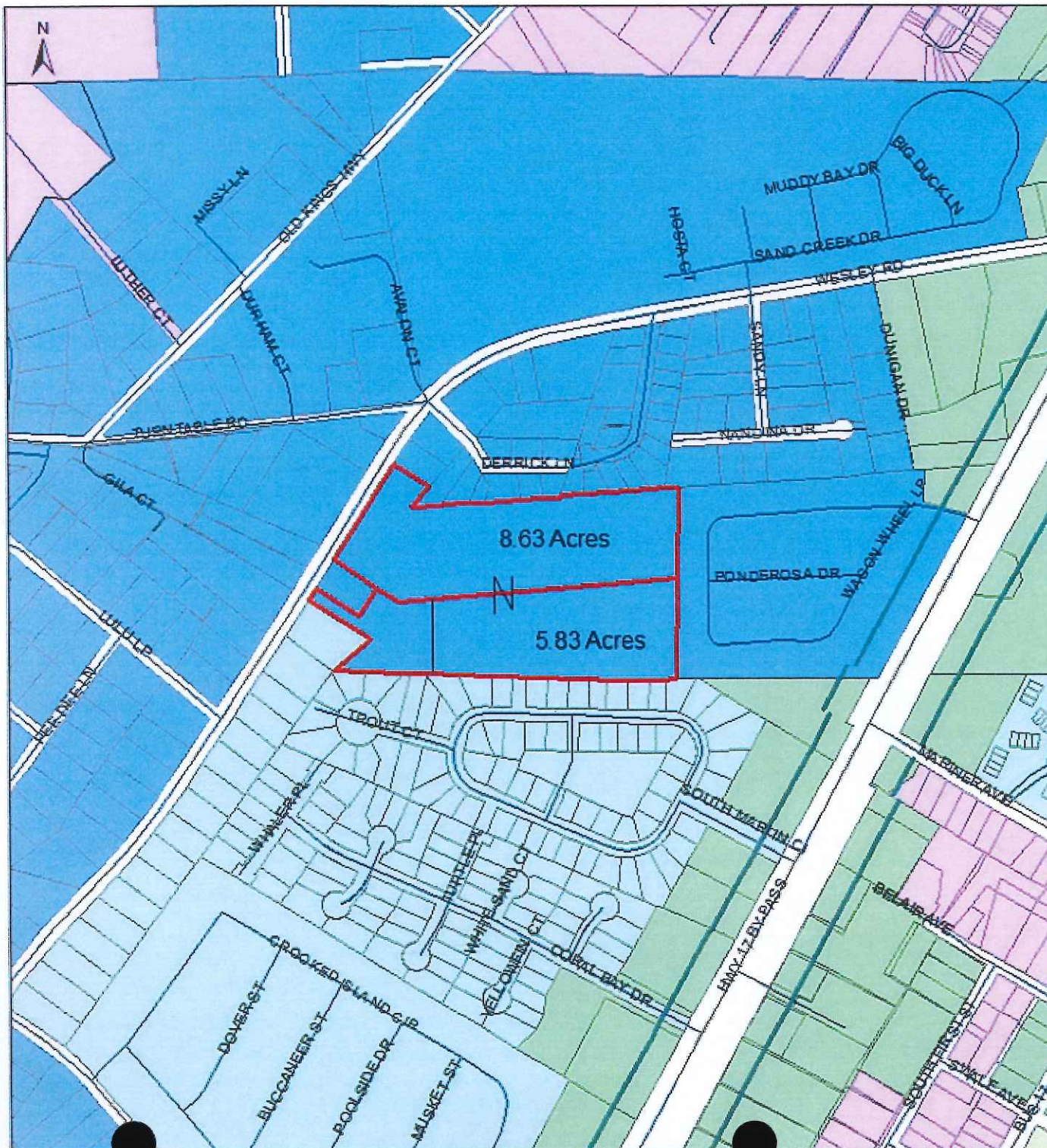
Legend

- 90' SETBACK (Hwy 17)
- Thomas Collins
- Parcels
- Streets



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.

Thomas G. Collins
Property FLU
REZ 10-16-16962



Legend

— 90' SETBACK (Hwy 17)

Thomas Collins

Parcels

Streets

County Parcel FLU

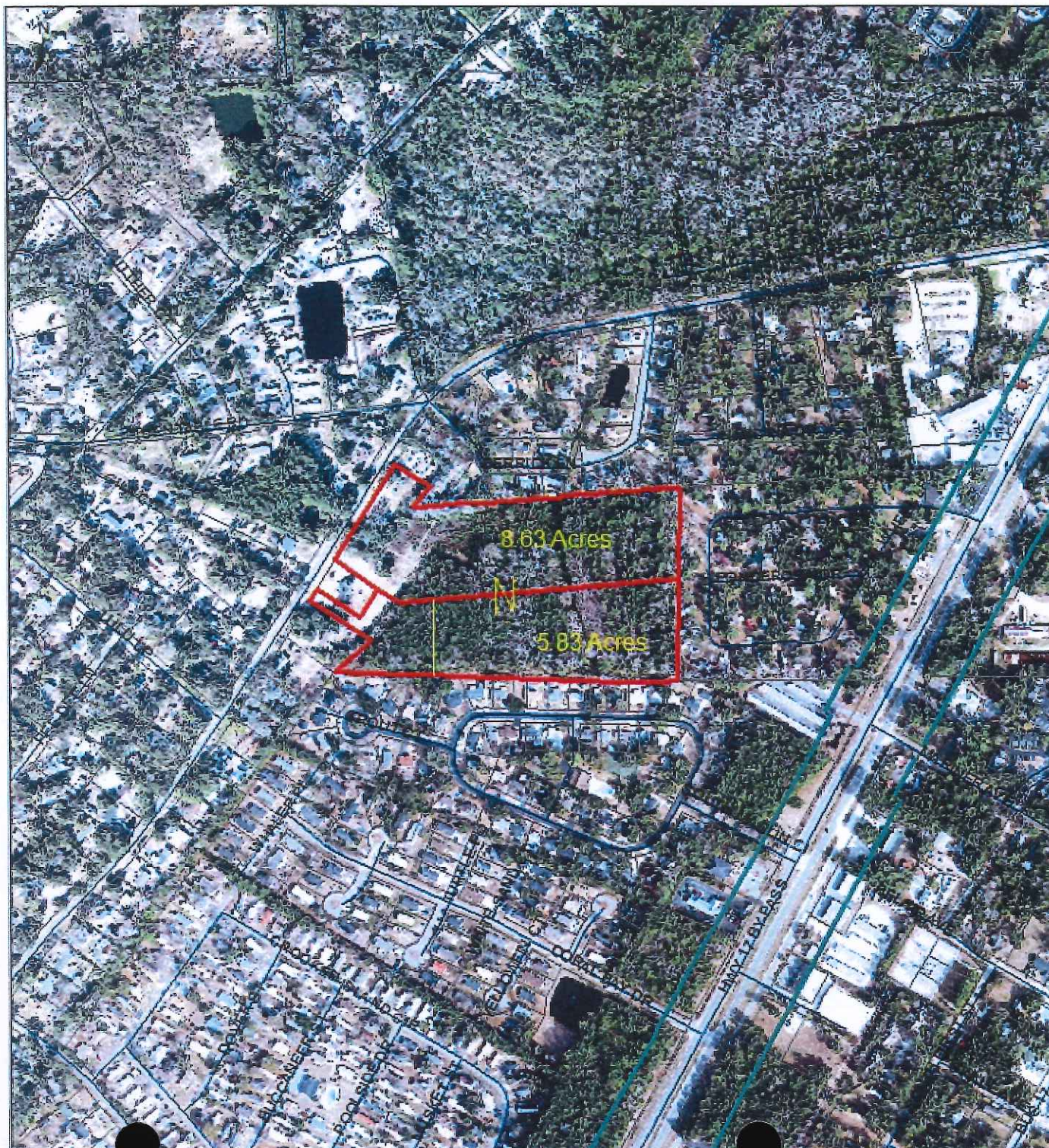
FUTURE_LAN

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





0 175 350 700 1,050 1,400 Feet

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

Thomas G. Collins
Property Aerial
REZ 10-16-16962



Legend

-  90' SETBACK (Hwy 17)
-  Thomas Collins
-  Parcels
-  Streets

0 175 350 700 1,050 1,400 Feet

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



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Abernethy Development Group, LLC as agent for Collins Gaston to rezone two parcels totaling 14.93+/- acres from One-Half Acre Residential (R½ Ac) to 6,000 Square Feet Residential (R-6). The property is located on the east side of Wesley Road approximately 220 ft. south of Derrick Lane in Murrells Inlet. Tax Map Numbers 41-0121-003-00-00 and 41-0121-003-02-00. Case Number REZ 10-16-16962.

The Planning Commission will be reviewing this request on **Thursday, November 17, 2016 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

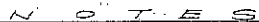
PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: csargent@gtcounty.org



ZONED R 1/2 AC.
SETBACKS - F = 40'
S = 15'
R = 25'

FLOOD ZONE - X

OWNERS

THOMAS G. COLLINS
2871 WESLEY ROAD
MURRELLS WILET, S.C. 29576
DEED BOOK 749 PAGE 67

D. FLOYD
- P.O. BOX III
- MURRELLS INLET, SC. 29576
- DEED BOOK 758 PAGE 276

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM
(WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND
DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT
THIS (PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR)
FREE CONSENT AND THAT I (WE) DEDICATE ALL ITEMS AS
SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

Rebecca L. Floyd 2/2/14

SIGNED Thomas D. Cole DATE 2/8/16

APPROVAL FOR RECORDING

I hereby certify that the subdivision plot shown here has been found to comply with the Land Development regulations for Georgetown County, South Carolina, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Registrar of Deeds.

Dated 2/19/14 7 R O T h

Dated 2/19/14
2 Karl Johnson
 Planning Signature
Judith Blankenship
 Planning Signature

PowerLand Surveying



4. I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF AND IN MY PROFESSIONAL
OPINION, THE SURVEY EXHIBIT HEREIN IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM
STANDARDS MANUAL FOR THE PRACTICE OF AND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS
THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SET FORTH THEREIN AS NO THERE ARE NO ENCROACHMENTS
OR PROJECTIONS OTHER THAN EXISTING.

PLAT

OF 2.30 ACRES CUT FROM PARCEL "A" OF
THE "GASTON COLLINS" TRACT ON WESLEY
ROAD, MURRELL'S INLET, SAID 2.3 ACRES, PARCEL
A-1, TO BE COMBINED WITH THE RESIDENCE LOT OF
THOMAS G. COLLINS
ALSO SHOWN HEREON ARE THE REMAINDER OF
PARCEL A, 5.83 ACRES AND A PARCEL COMPOSED
OF PARCEL "B" OF THE GASTON COLLINS TRACT,
8.63 ACRES AND 0.47 ACRE PREVIOUSLY COMBINED
WITH PARCEL B, OWNED BY RHONDA D. FLOYD,
THESE THREE PARCELS TO BE COMBINED BY THEIR
OWNERS TO FORM ONE TRACT OF 14.93 ACRES
GEORGETOWN CO., S.C. TM 41-0121-003-00-00 & 003-02-00
SCALE: FEBRUARY 5, 2019

POWERS. LAND SURVEYING
602 FRONT STREET
GEORGETOWN, S.C. 29440
843-546-4000

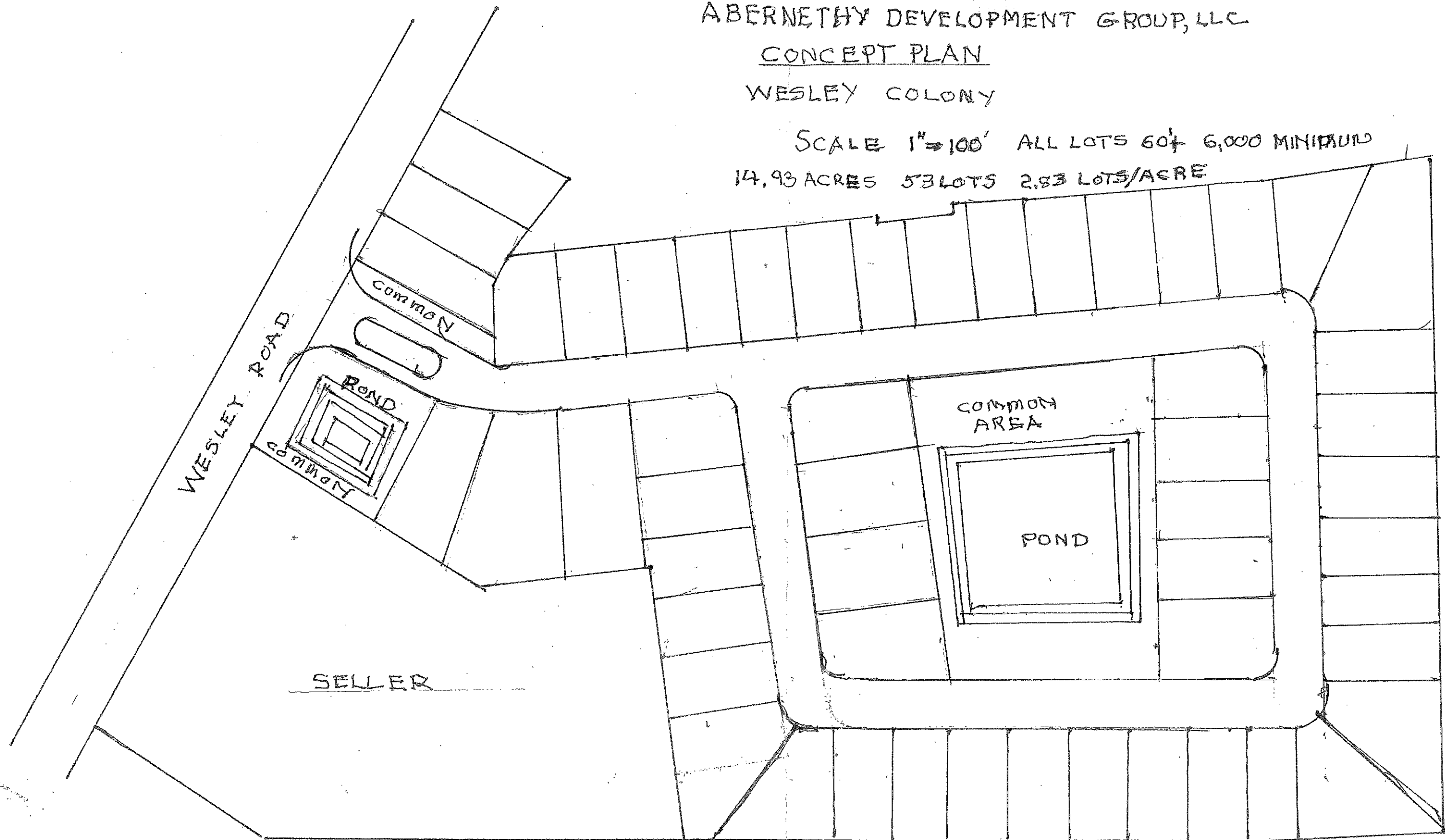
ABERNETHY DEVELOPMENT GROUP, LLC

CONCEPT PLAN

WESLEY COLONY

SCALE 1"=100' ALL LOTS 60'± 6,000 MINIMUM

14.93 ACRES 53 LOTS 2.83 LOTS/ACRE



TAX MAP NO. 41-021-003-02-00
41-021-003-00-00

Item Number: 11.d
Meeting Date: 1/10/2017
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2016-43 - An Ordinance to amend the Future Land Use Map to redesignate two parcels located on the west side of Norris Drive in Litchfield from Medium Density Residential to Commercial.

CURRENT STATUS:

An amendment to the Future Land Use map to redesignate two parcels located on the west side of Norris Drive, across from the Litchfield Inn from medium density residential to commercial. Tax map numbers 04-0144-060-00-00 and 04-0144-059-00-00.

Both parcels are currently designated as medium density residential. The smaller parcel is vacant and the larger tract is a parking lot for the Litchfield Inn.

POINTS TO CONSIDER:

1. On September 9, 2016 Daniel Stacy of Oxner and Stacy, PA, as agent for the Litchfield Inn Council of Co-Owners, Inc. c/o Charlestowne Hotels, applied to rezone one 7,800 square foot parcel located on the west side of Norris Drive in Litchfield from Resort Residential (RR) to Resort Commercial (RC) in order to create additional parking for the adjacent hotel.
2. Staff recommended approval for the proposed rezoning as well as an amendment to the Future Land Use map to redesignate the 7,800 square foot parcel in question as well as the adjacent parking lot (TMS 04-1044-059-00-00) from medium density residential to commercial.
3. The Planning Commission voted 7 to 0 to recommend approval for the rezoning request as well as the FLU map change.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve request as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 2016-43 FLU Map Amendment Norris Drive	Ordinance
▣ Litchfield Inn FLU map	Backup Material
▣ Litchfield Inn FLU map change resolution	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2016-43

AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP REGARDING TWO TRACTS OF LAND LOCATED ON THE WEST SIDE OF NORRIS DRIVE IN LITCHFIELD FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL

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

To amend the Future Land Use Map in the Georgetown County Comprehensive Plan to designate two tracts of land located on the west side of Norris Drive in Litchfield and further identified as TMS 04-0144-060-00-00 and 04-0144-059-00-00, as commercial.

ADOPTION OF THE FOREGOING ORDINANCE, moved by _____, seconded by _____, and after discussion upon call to vote thereon, the vote was as follows:

Those in favor:

Those opposed:

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2016.

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 2016-43 has been reviewed by me and is hereby approved as to form and legality.

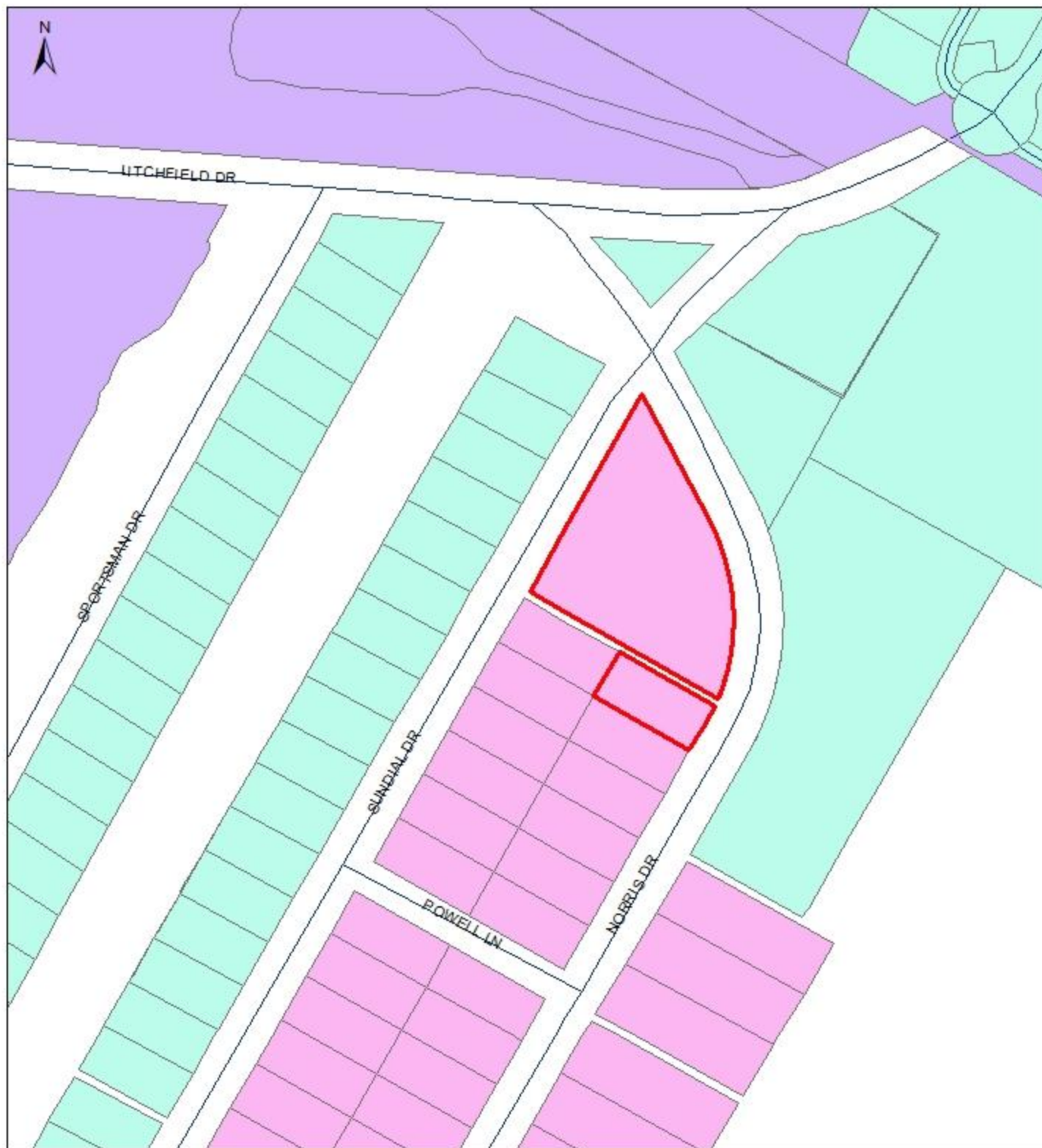
Wesley Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Litchfield Inn
Property Location
REZ 9-16-16902



Legend

90' SETBACK (Hwy 17)

Litchfield Inn

Parcels

Streets

County Parcel FLU

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

MEDIUMDENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

0 55 110 220 330 440 Feet

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

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Daniel Stacy, as agent for Litchfield Inn Council of Co-Owners, LLC, applied to rezone one parcel located on the west side of Norris Drive across from the Litchfield Inn from Resort Residential (RR) to Resort Commercial (RC). (TMS 04-0144-060-00-00).

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for Medium Density Residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate this parcel as Commercial.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____, seconded by _____, and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Cynthia Sargent
Georgetown County Planning

Item Number: 11.e
Meeting Date: 1/10/2017
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2016-44 - An Ordinance to rezone one parcel (approximately 7800 square feet) located on the west side of Norris Drive from Resort Residential (RR) to Resort Commercial (RC)

CURRENT STATUS:

On September 9, 2016, a rezoning request was received from Daniel Stacy of Oxner and Stacy, P.A. as agent for Litchfield Inn Council of Co-Owners, Inc. c/o Charlestowne Hotels to rezone one parcel (approximately 7800 square feet) located on the west side of Norris Drive in Litchfield from Resort Residential (RR) to Resort Commercial (RC). Tax Map Number 04-0144-060-00-00. Case Number REZ 9-16-16902.

The property is currently zoned Resort Residential and is vacant.

POINTS TO CONSIDER:

1. The property is surrounded by Resort Commercial zoning to the north and east and Resort Residential zoning to the west and south. R-10 zoning is located south of the parcel along the east side of Norris Drive.
2. Single family residences are located to the south and west of the property. The Litchfield Inn is located east of the parcel and the Inn's parking lot is located to the north. There appears to be an existing 10 foot reserved area or right of way between the parcel in question and the large parking lot.
3. The parcel in question is approximately 7800 square feet. It is 60 feet wide by 130 feet deep and is similar in size and shape to the adjacent residential parcels.
4. The application states that the rezoning is needed to create additional parking for the hotel. The adjacent parking lot contains a total of 88 parking spaces. The hotel also has a total of 55 parking spaces in other locations on their property for a total of 143 spaces. The Litchfield Inn contains a total of 133 rooms, two restaurants and a meeting room. The total number of spaces required for the hotel rooms alone, based on the current ordinance is 200 which does not account for the restaurants, office and meeting space. The existing facility is underparked based on current requirements. The Inn could not be expanded and the existing parking cannot be reduced absent of some other approved parking arrangement. Some public parking is also provided along the Norris Drive right of way adjacent to the large parking lot.
5. The development of a parking lot on this parcel would require the delineation of parking spaces and associated landscaping if more than 10 spaces are provided. Also, commercial development adjacent to a single family use would require a Level 3 buffer, 15 feet in width.
6. The Resort Commercial (RC) zoning district allows for all permitted uses in the General

Residential (GR) zoning district (including multi-family uses), tourist homes, restaurants, substations, marinas and hotels. While multi-family uses would be allowed for this zoning district, they would not be permitted for this individual parcel due to its small size. Even a two-family dwelling would require a minimum of 8000 square feet. Setbacks for the RC district are 20 front, 10 side and 15 rear. These are the same as the setbacks for the Resort Residential district. The parcel meets the minimum lot size for a single family structure in the Resort Commercial district (6,000 square feet). The minimum lot size for a commercial development in the RC district is 25,000 square feet. In order for the site to be used for parking or any other commercial use, it would need to be combined with the adjacent parking lot or other commercial property.

7. This parcel, along with the adjacent parking lot and all parcels to the south on the west side of Norris Drive are designated as medium density residential on the Future Land Use map. The Litchfield Inn and the adjacent separately owned Litchfield Villas are designated as high density residential. Staff recommends amending the map for the both the 7800 square foot parcel in question and the adjacent parking lot property to the north to reflect a commercial designation in order to accommodate both the existing parking area and the proposed additional parking area.

8. Staff recommended approval for the proposed rezoning from RR to RC for TMS 04-0144-060-00-00 and an amendment to the Future Land Use map from medium density residential to commercial for both TMS 04-0144-060-00-00 and the adjacent TMS 04-0144-059-00-00 based on the adjoining Resort Commercial zoning and the need for additional parking for an existing adjacent commercial use.

9. The Planning Commission held a public hearing on this issue at their November 17, 2016 meeting. One resident spoke with questions/concerns about drainage and lighting.

10. The Commission recommended approval for the proposed rezoning and Future Land Use amendment by a vote of 7 to 0.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 2016-44 Norris Dr. rezoning	Ordinance
<input type="checkbox"/> Litchfield Inn attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2016-44

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GEORGETOWN COUNTY, SOUTH CAROLINA TO REZONE ONE PARCEL LOCATED ON THE WEST SIDE OF NORRIS DRIVE IN LITCHFIELD AND FURTHER IDENTIFIED AS TAX MAP NUMBER 04-0144-060-00-00 FROM RESORT RESIDENTIAL (RR) TO RESORT COMMERCIAL (RC)

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

To rezone tax parcels 04-0144-060-00-00 located on the west side of Norris Drive in Litchfield from Resort Residential (RR) to Resort Commercial (RC).

DONE, RATIFIED AND ADOPTED THIS ____ DAY OF _____, 2016.

Johnny Morant (Seal)
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 2016-44 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: _____



#16902

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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

- ☒ A change in the Zoning Map.
☐ A change in the Zoning Text.

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: 04-0144-060-00-00

Street Address: 67 Litchfield Beach / Norris Drive

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

Lot Dimensions/ Lot Area: 60' x 130' / 7,800 sq ft

Plat Book / Page: Plat Book 139 at Page 07

Current Zoning Classification: RR

Proposed Zoning Classification: RC

Property Owner of Record:

Litchfield Inn Council of Co-Owners, Inc.

Name: C/O Charleston Hotels, Inc.
CHARLESTOWN HOTELS

Address: 1540 Savannah Highway

City/ State/ Zip Code: Charleston, SC 29401

Telephone/Fax Numbers: (843) 972-1427 / (843) 766-6163

E-mail: KYLE HUGHES - CONTROLLER KHUGHES@charlestownhotels.com

Signature of Owner / Date: [Signature] 9/19/16
GRAIG E. BRANT
SECRETARY / TREASURER LICOE

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

Agent of Owner:

Name: Daniel W. Stacy, Jr. - Owner & Stacy, P.A.

Address: 90 Wall Street / Unit B

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

Telephone/Fax: 843 - 235 - 6747 / 843 - 235 - 6650

E-mail: dstacy@ownerandstacy.com

Signature of Agent/ Date: [Signature] 9/19/16

Signature of Property Owner: [Signature] 9/19/16

Contact Information:

Name: Litchfield Inn Council of Co-Owners, Inc.

C/O CHARLESTOWN HOTELS, INC.
Address: 1540 SAVANNAH HIGHWAY

Phone / E-mail: KYLE HUGHES - CONTROLLER

(843) 972-1427 KHUGHES@CHARLESTOWNHOTELS.COM

Please provide the following information.

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

The applicant needs the subject property
rezoned to RC to install additional
parking. The current Litchfield Inn
complex is underparked.

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

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

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





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

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

Litchfield Inn
Property Location
REZ 9-16-16902

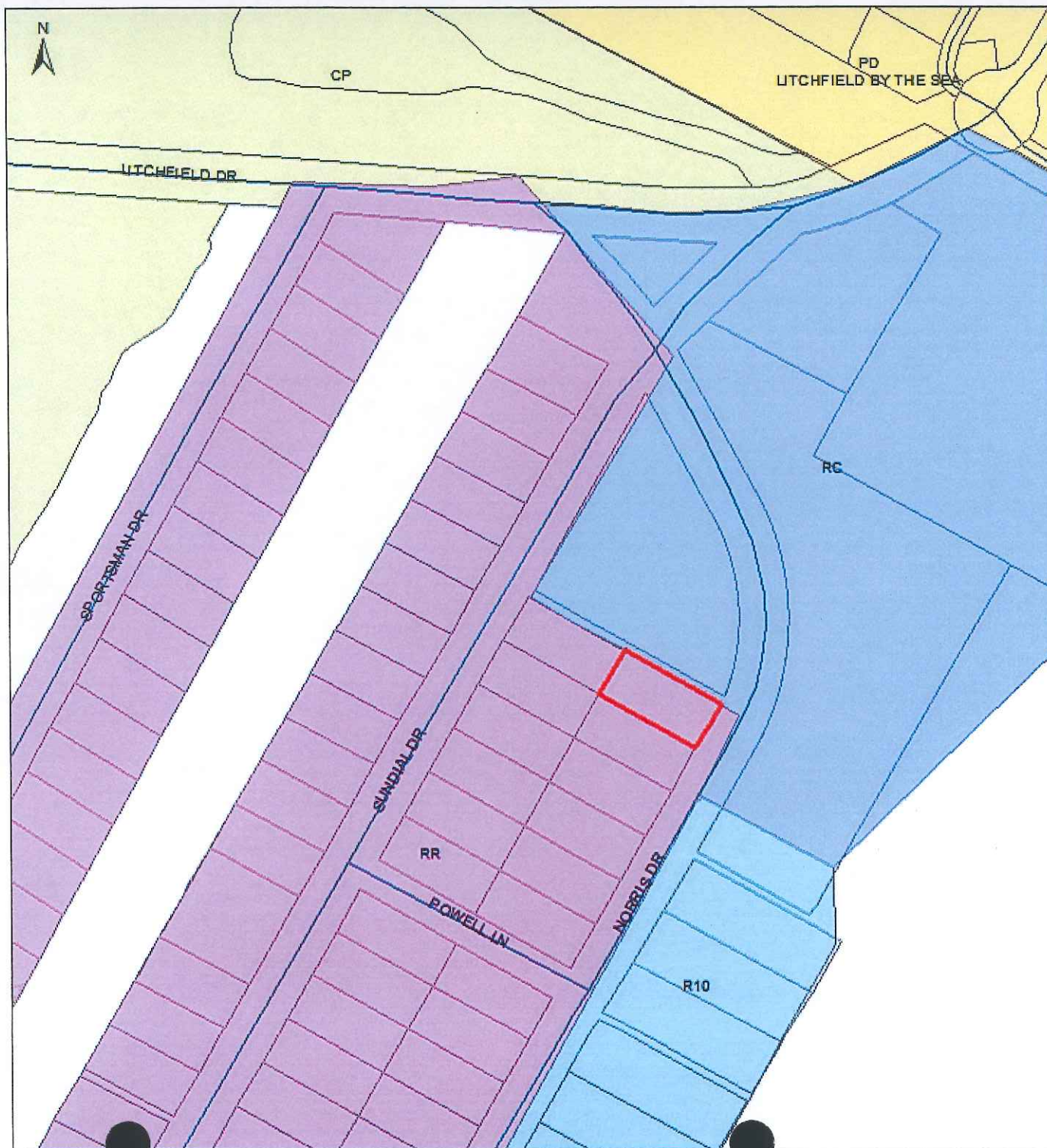


Legend

-  90' SETBACK (Hwy 17)
-  Litchfield Inn
-  Parcels
-  Streets

0 55 110 220 330 440 Feet

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



Litchfield Inn Property Zoning REZ 9-16-16902

Legend

- 90' SETBACK (Hwy 17)
- Litchfield Inn
- Parcels
- Streets

Zoning

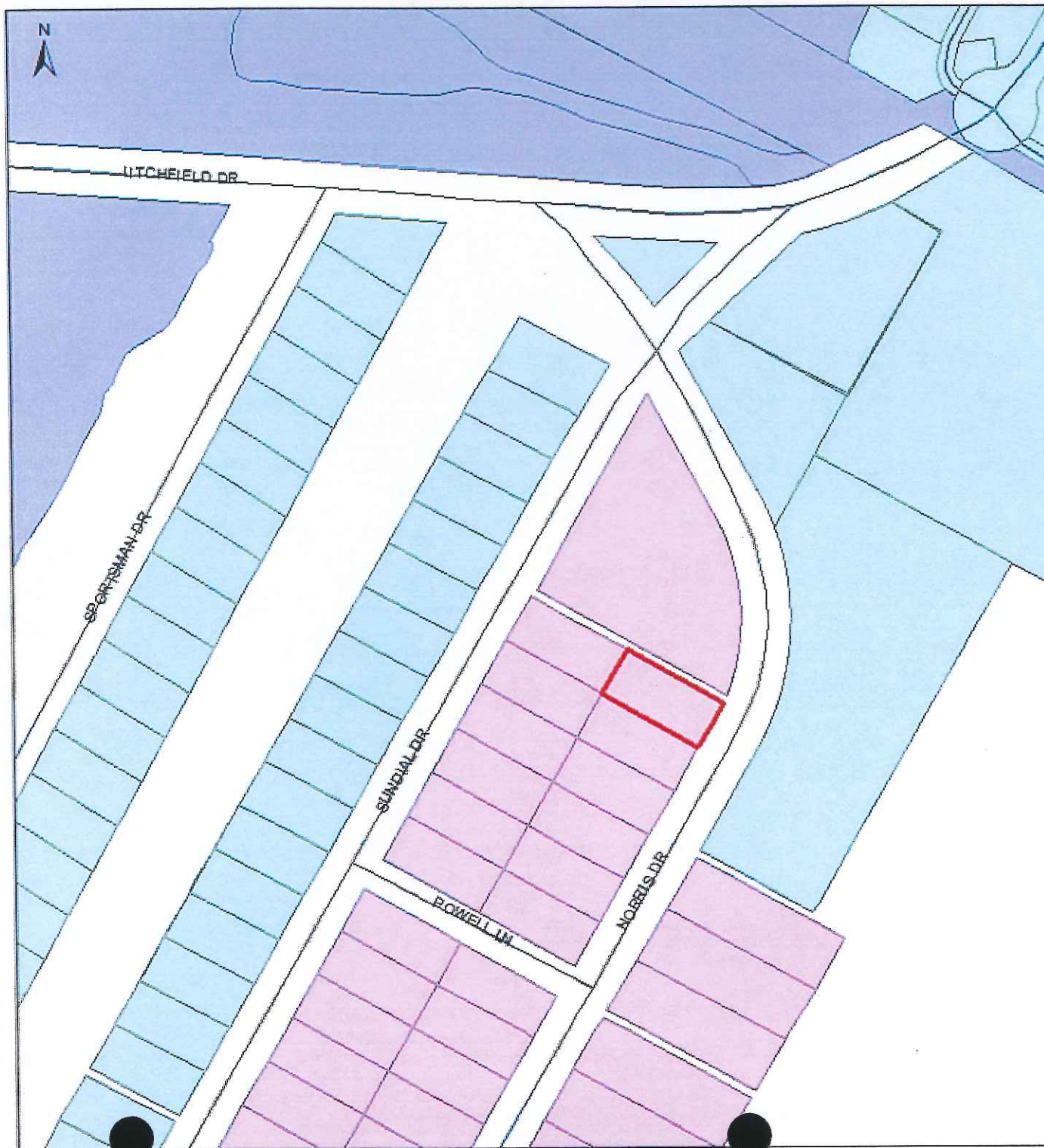
DISTRICT

- CITY OF GEORGETOWN
- CP
- PA
- PA/C
- PA/R
- GC
- GR
- GRR
- HI
- LI
- MHP
- MR10
- NC
- OC
- PA
- PD
- R1
- R1/2AC
- R10
- R1AC
- R2
- R3/4AC
- R5
- RC
- RG
- RR
- RS
- RVC
- VC
- VR10

0 55 110 220 330 440 Feet

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Litchfield Inn
Property FLU
REZ 9-16-16902



Legend

— 90' SETBACK (Hwy 17)

Litchfield Inn

Parcels

— Streets

County Parcel FLU

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

0 55 110 220 330 440 Feet

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Litchfield Inn
Property Aerial
REZ 9-16-16902



Legend

- 90' SETBACK (Hwy 17)
- Litchfield Inn
- Parcels
- Streets

0 55 110 220 330 440 Feet

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ICE OF PUBLIC HEARING

The Planning Commission will consider a request from Daniel Stacy as agent for Litchfield Inn Council of Grs, LLC to rezone one parcel (approximately 7800 sf) from Resort Residential (RR) to Commercial (RC). The property is located on Norris Drive adjacent to the existing Litch parking lot in Litchfield. Tax Map Numbers 040144-060-00-00. Case Number REZ 92.

The Planning Commission will be reviewing this request on **Thursday, November 17, 2016 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 comments on this request, you are invited to attend this meeting. If you cannot attend 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

Email: csargent@gtcounty.org

RESOLUTION

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Daniel Stacy, as agent for Litchfield Inn Council of Co-Owners, LLC, applied to rezone one parcel located on the west side of Norris Drive across from the Litchfield Inn from Resort Residential (RR) to Resort Commercial (RC). (TMS 04-0144-060-00-00).

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area for Medium Density Residential;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that Georgetown Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate this parcel as Commercial.

ADOPTION OF THE FOREGOING RESOLUTION moved by _____, seconded by _____, and after discussion, upon call vote thereon, the vote was as follows:

Those in favor –

Those opposed –

Elizabeth Krauss, Chairperson
Georgetown County Planning Commission

ATTEST:

Cynthia Sargent
Georgetown County Planning

Item Number: 11.f
Meeting Date: 1/10/2017
Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2016-45 - An Ordinance to rezone approximately 15.4 acres at 196 Redick Drive, further identified as the rear portion of parcel 01-0416-040-00-00 from Heavy Industry (HI) to One Half Acre Residential (R1/2 AC)

CURRENT STATUS:

Mr. James Redick has applied to rezone the rear portion of his property located at 195 Redick Drive off of Hwy 521 from HI to R1/2AC. The portion is approximately 15.4 acres.

The subject parcel totals approximately 27.4 acres and is zoned HI. Redicks Automobile Body Shop is located on a separate lot on Hwy 521. The portion to be rezoned is approximately 15.4 ac.

POINTS TO CONSIDER:

1. The rear portion of the parcel proposed for rezoning is bordered by R1/2AC zoning to the south, east and west. The front portion of the parcel, about 12 acres, is zoned HI and is proposed to remain HI.
2. Redick Road is an existing private road that will be platted as a 50 foot right-of-way and extended to the rear of the property for future development.
3. Spot zoning is not an issue due to the size of the parcel and the neighboring R1/2AC zoning.
4. There is approximately 5.3 acres of wetlands at the rear of the parcel adjacent to the Sampit River.
5. A level 4 buffer will be required between the residential zoning and the industrial zoning should further industrial development take place.
6. The County Future Land Use Map designates the subject property as low density residential therefore it supports the rezoning request.
7. The Planning Commission held a public hearing on the request on November 17, 2016. No member of the public spoke on the request. No opposition was received regarding the request. By a unanimous vote of 7 in favor and none opposed, the PC accepted staff's recommendation to approve the request.

FINANCIAL IMPACT:

None

OPTIONS:

- 1, Accept the PC recommendation and rezone the site as requested.

2. Deny the rezoning request.
3. Remand the issue back to the PC

STAFF RECOMMENDATIONS:

Accept the PC recommendation and rezone the rear portion of the site to R1/2AC.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No 2016-45 to rezone 15.4 acres from HI to R1/2 AC	Ordinance
▣ Redick attachments	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO: 2016-45

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GEORGETOWN COUNTY, SOUTH CAROLINA TO REZONE THE REAR PORTION OF A PARCEL (APPROXIMATELY 15.4 ACRES) LOCATED AT 196 REDICK DRIVE IN GEORGETOWN AND FURTHER IDENTIFIED AS A PORTION OF TMS 01-0416-040-00-00 FROM HEAVY INDUSTRIAL (HI) TO ONE-HALF ACRE RESIDENTIAL (R1/2 AC)

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

To rezone the rear portion of tax parcel 01-0416-040-00-00 located at 196 Redick Drive from Heavy Industrial (HI) to One-half Acre Residential (R1/2 AC) as shown on the attached map.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2016.

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2016-45, 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: _____



#16970

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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

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

The following information must be provided for either request:

Property Information that you are requesting the change to:

Tax Map (TMS) Number: TM 01-0416-040-00-00

Street Address: 195 REDICK ROAD - SOUTH SIDE OF
GEORGETOWN, S.C. U.S. HWY 521, WEST
29440 OF R.R. CROSSING
TO STEAM PLANT

Lot Dimensions/ Lot Area: TOTAL TRACT

Plat Book / Page: CC PAGE 21

Current Zoning Classification: H1

Proposed Zoning Classification: R 1/2 ACRE (PORTION SOUTH
OF POWER LINE)
R/W

Property Owner of Record:

Name: JAMES E. REDICK
Address: P.O. Box 82
City/ State/ Zip Code: GEORGETOWN, S.C. 29440
Telephone/Fax Numbers: _____
E-mail: N/A
Signature of Owner / Date: James E. Redick
10/3/16

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

Agent of Owner:

Name: WENDELL C. POWERS
Address: 602 FRONT ST.
City / State / Zip Code: GEORGETOWN, S.C., 29440
Telephone/Fax: 843-546-4000
E-mail: georgetownsurvey@yahoo.com
Signature of Agent/ Date: Wendell C. Powers 10/3/16
Signature of Property Owner: James E. Redick 10/3/16

Contact Information:

Name: WENDELL C. POWERS
Address: 602 FRONT ST. GEORGETOWN, S.C. 29440
843-546-4000 843-344-0867
Phone / E-mail: georgetownsurvey@yahoo.com

Please provide the following information.

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

OWNER WISHES TO UTILIZE AREA SOUTH
OF POWER LINE R/W AS RESIDENTIAL AREA

Please provide the following information for a Zoning Text Amendment.

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

N/A

2. Indicate the reasons for the proposed changes:

N/A

Fee required for all applications at the time of submittal:

Rezoning Applications

\$250.00

Text Amendments

\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

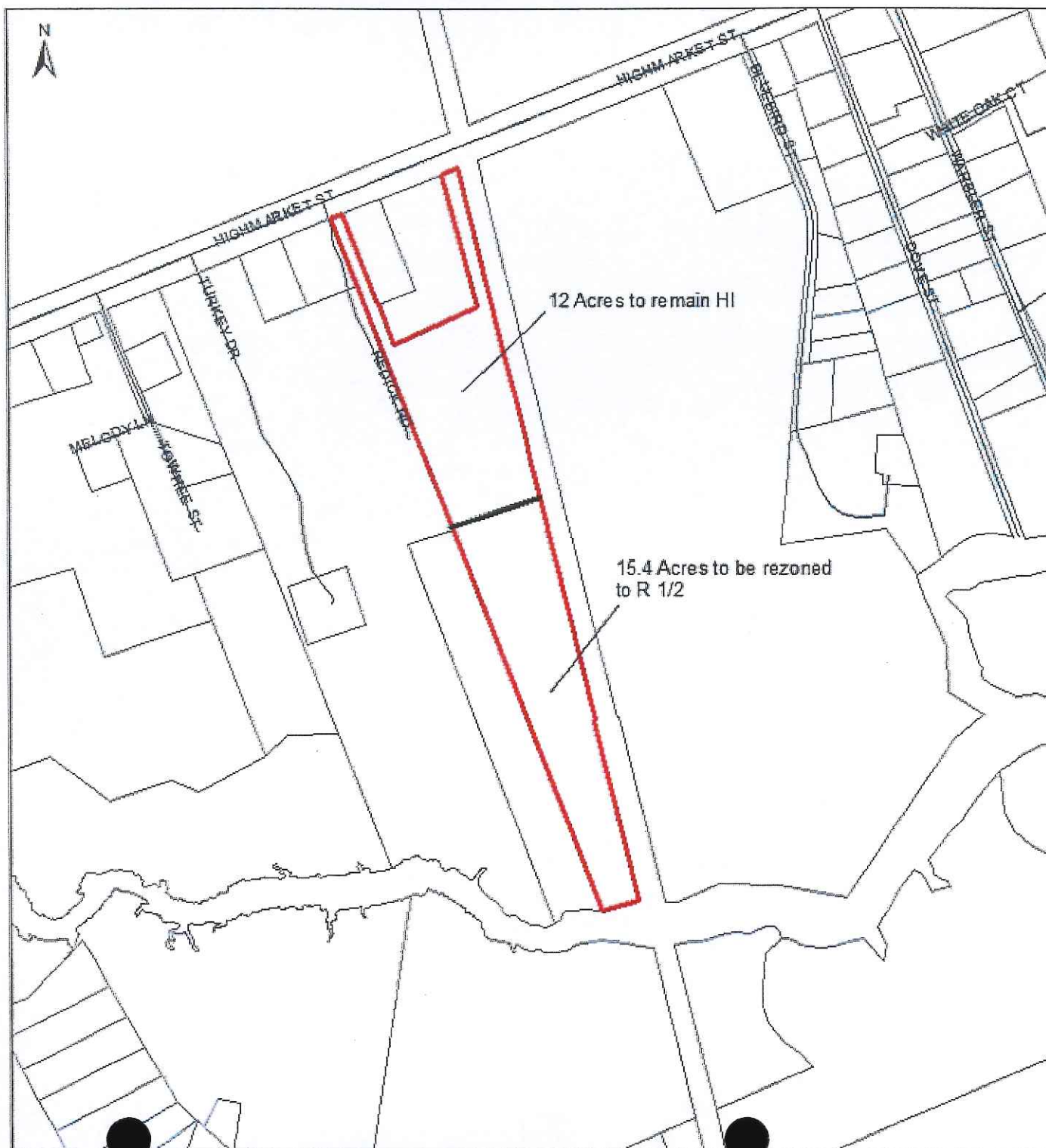
Site visits to the property, by County employees, are essential to process this application. The owner/applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

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

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

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

James Redick
Property Location
REZ 10-16-16970



Legend

— 90' SETBACK (Hwy 17)

James Redick

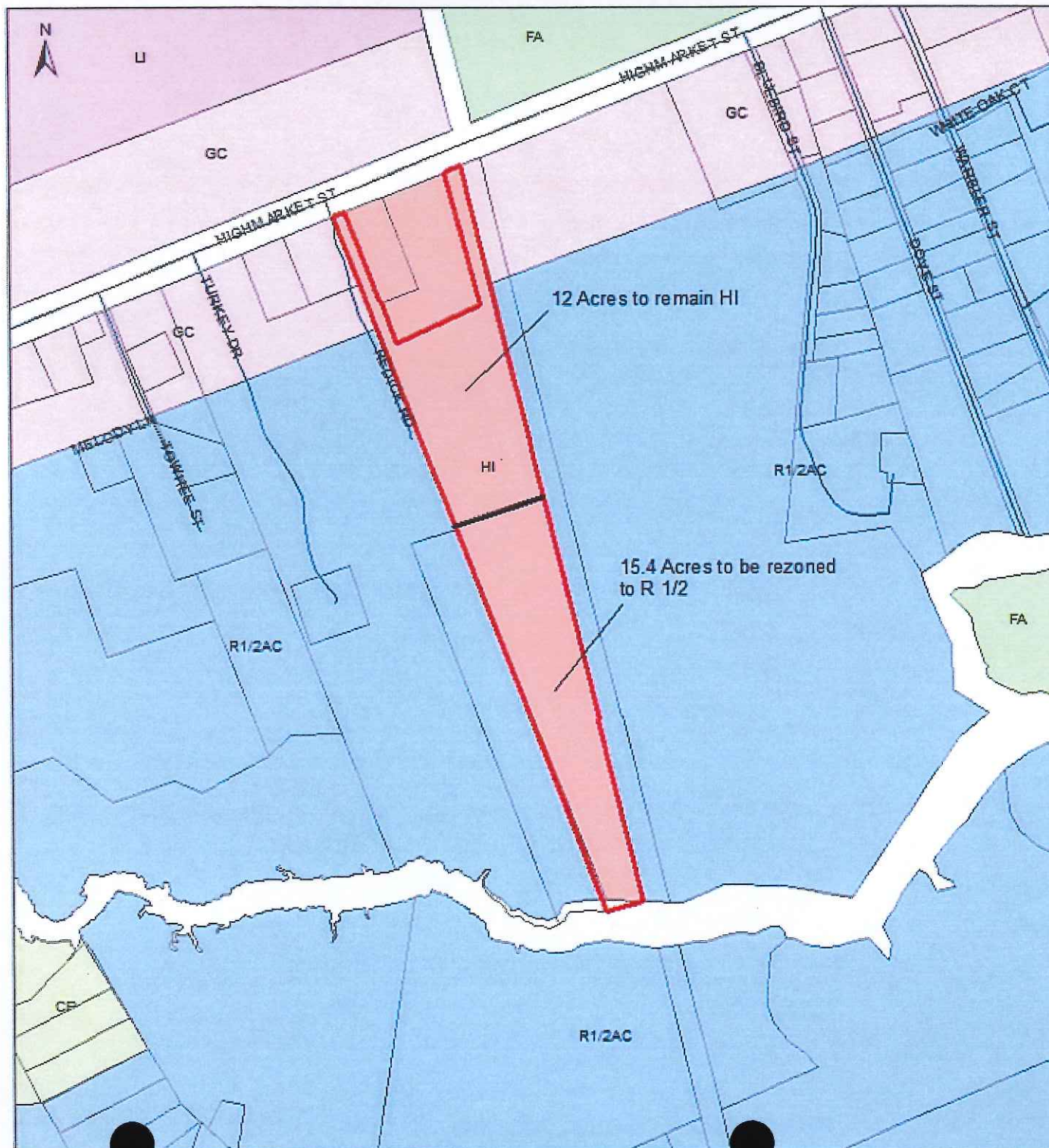
Parcels

Streets

0 225 470 940 1,410 1,880 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

James Redick Property Zoning REZ 10-16-16970



Legend

- 90' SETBACK (Hwy 17)
- James Redick
- Parcels
- Streets

Zoning

DISTRICT

- CITY OF GEORGETOWN
- CP
- FA
- FA/C
- FA/R
- GC
- GR
- GRR
- H6
- LI
- MWP
- MR10
- NC
- OC
- PA
- PD
- R1
- R1/2AC
- R10
- R1AC
- R2
- R3/4AC
- R5
- RC
- RG
- RRL
- RS
- RVC
- VC
- VR10

0 235 470 940 1,410 1,880 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.

James Redick
Property FLU
REZ 10-16-16970

Legend

— 90' SETBACK (Hwy 17)

James Redick

Parcels

Streets

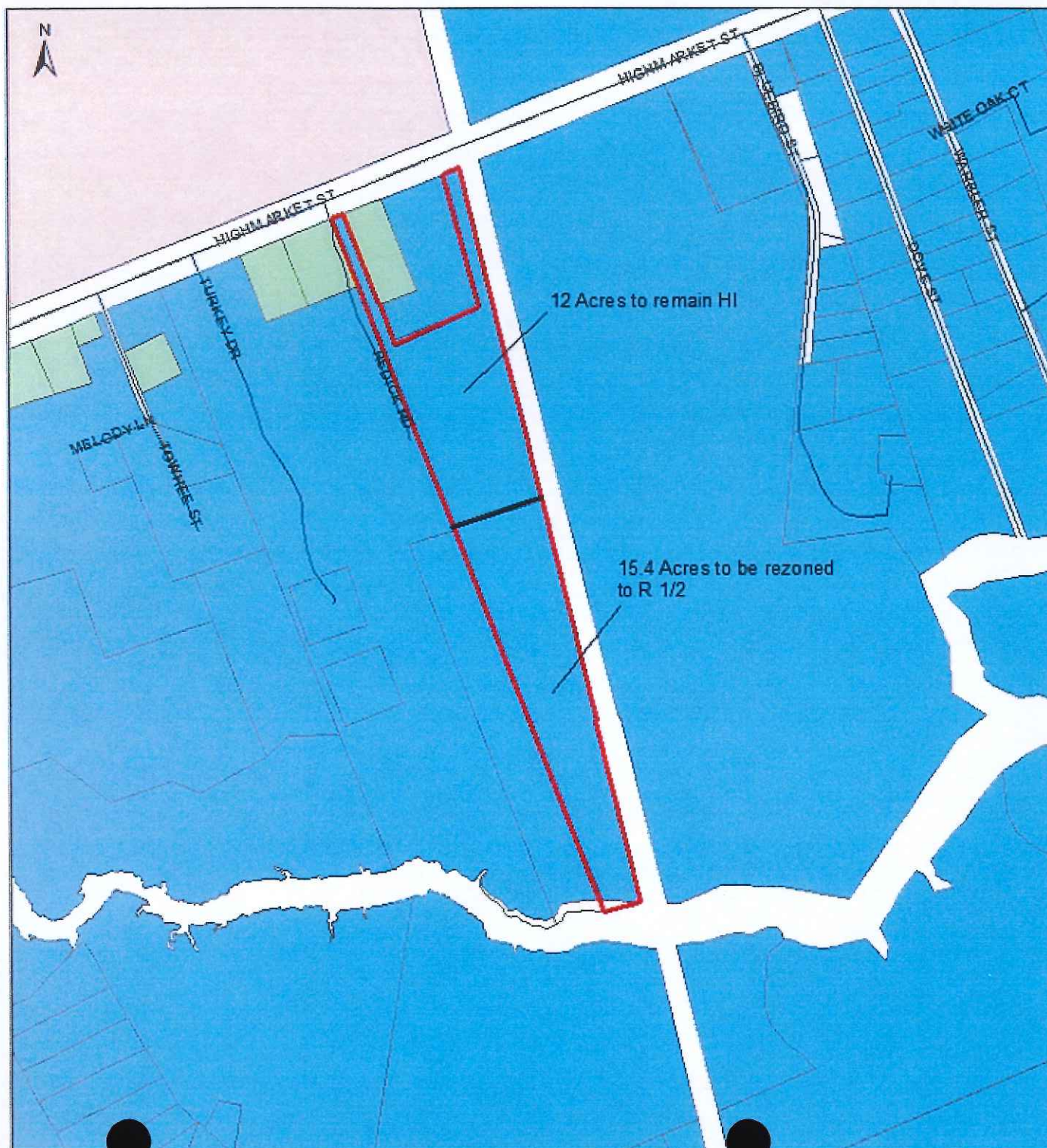
County Parcel FLU

FUTURE_LAN

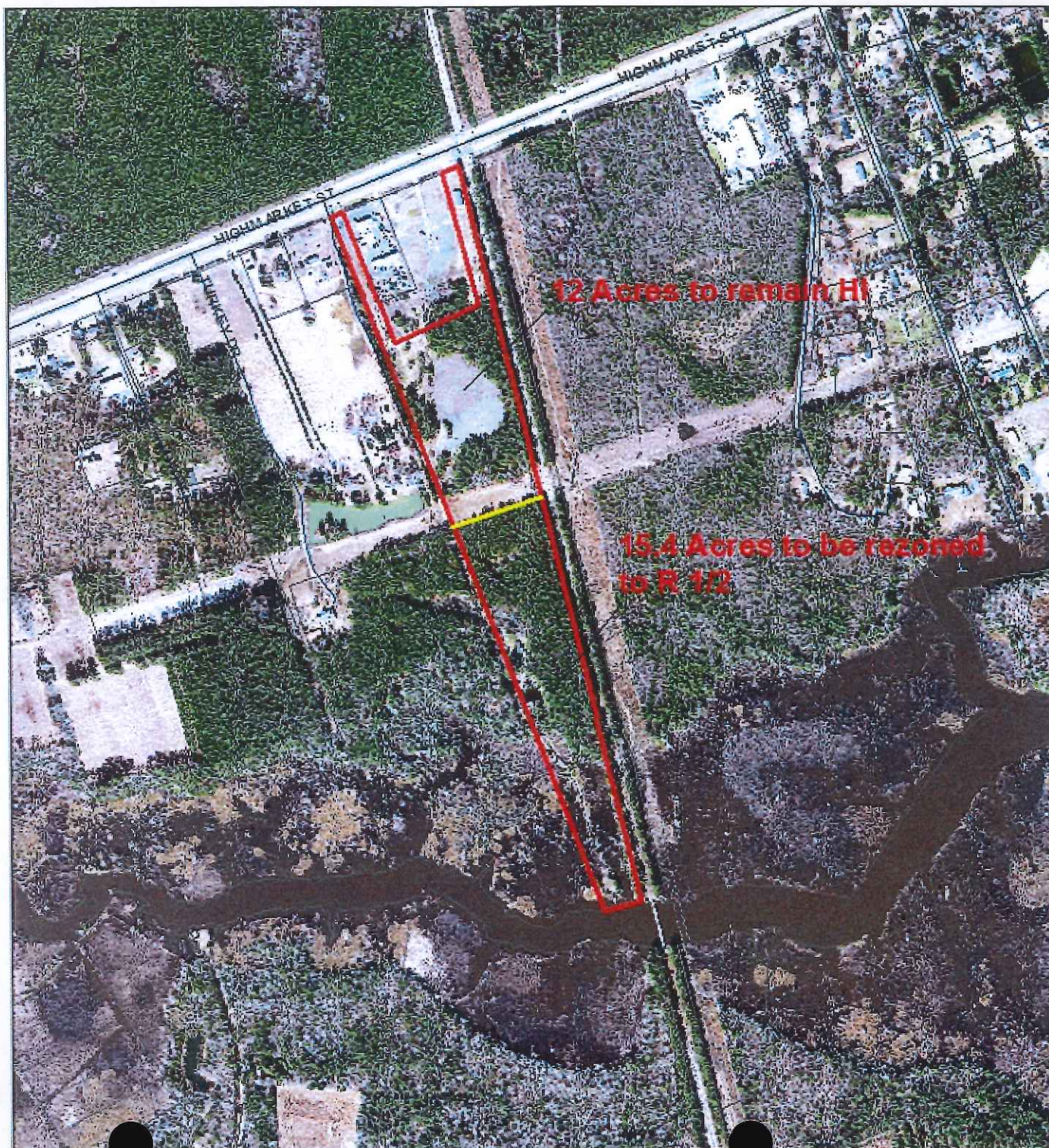
- CITY OF GEORGETOWN
- COMMERCIAL
- CONSERVATION PRESERVATION
- EASEMENT
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- POND
- PRIVATE RECREATIONAL
- PUBLIC RECREATIONAL
- PUBLIC/SEMI-PUBLIC
- TOWN OF ANDREWS
- TOWN OF PI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

0 235 470 940 1,410 1,880 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



James Redick
Property Aerial
REZ 10-16-16970

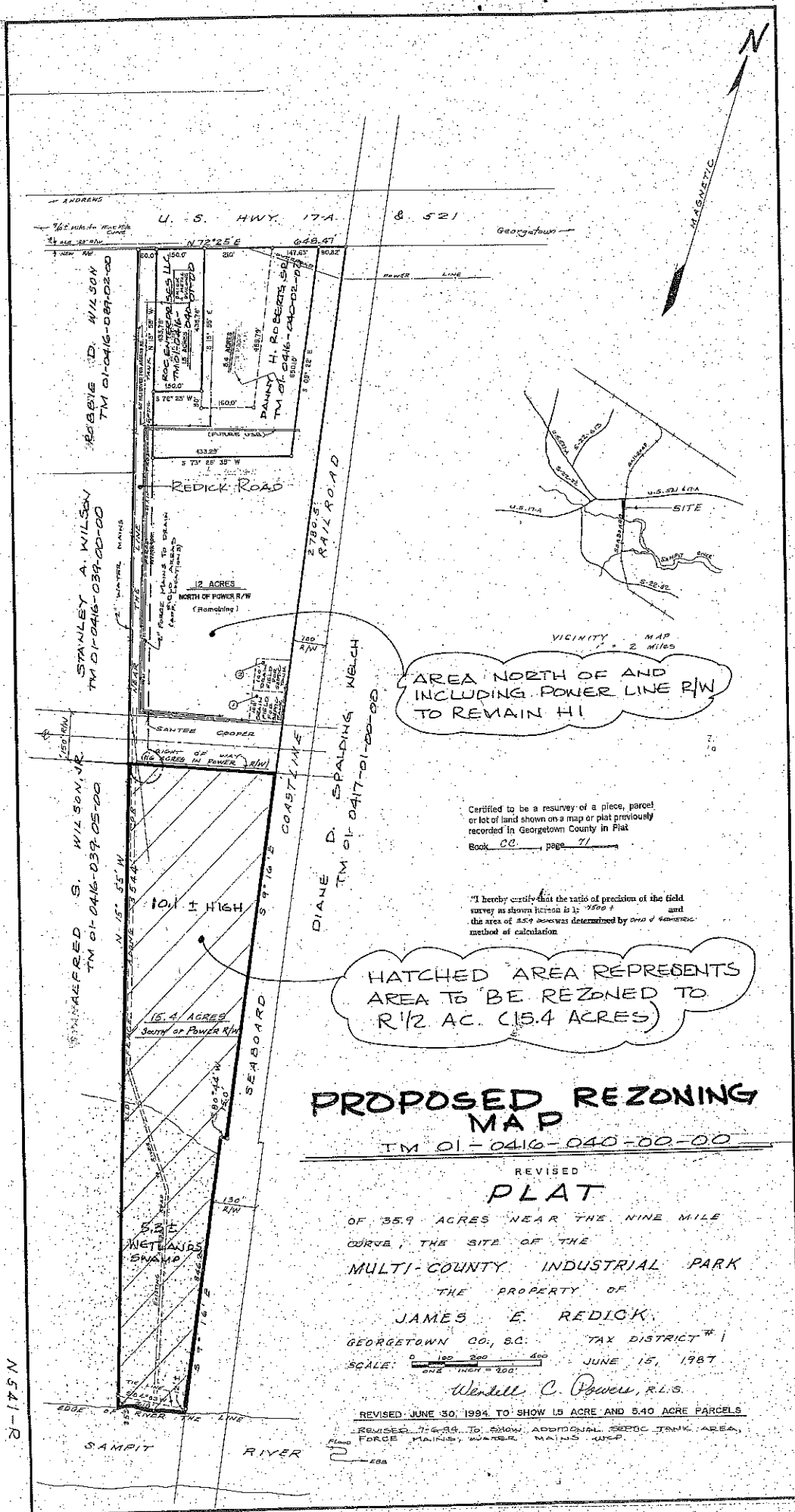


Legend

- 90' SETBACK (Hwy 17)
- James Redick
- Parcels
- Streets

0 235 470 940 1,410 1,880 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.



N 541-R



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Wendell Powers as agent for James Redick to rezone the rear portion of TMS 01-0416-040-00-00 (approximately 15.4 acres) from Heavy Industrial (HI) to One-Half Acre Residential (R½ Ac). The property is located at 195 Redick Drive in Georgetown. Portion of Tax Map Number 001-0416-040-00-00. Case Number REZ 10-16-16970.

The Planning Commission will be reviewing this request on **Thursday, November 17, 2016 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: csargent@gtcounty.org

Item Number: 12.a
Meeting Date: 1/10/2017
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

ORDINANCE No. 2017-01 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (LORIS COMMERCE CENTER); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

The Council is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks. The use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

The purpose of this ordinance to authorize and approve a multi-county park agreement with Horry County for properties located in Horry County, specifically, the properties known and identified as the Loris Commerce Park, as described in Exhibit A to the multi-county park agreement. The County Administrator is authorized, empowered and directed, in the name of and on behalf of Georgetown County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Horry County. The Clerk to Council is authorized to attest the execution of the Agreement by the County Administrator. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions.

FINANCIAL IMPACT:

The businesses or industries located in the Park must pay a fee in lieu of ad valorem taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall

thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of ad valorem taxes.

OPTIONS:

1. Adopt Ordinance No. 2017-01.
2. Do not adopt Ordinance No. 2017-01.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 2017-01.

ATTACHMENTS:

Description	Type
▣ Ordinance No 2017-01	Ordinance
▣ Agreement	Exhibit

ORDINANCE NO. 2017-01

Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of ad valorem taxes.

Section 4. Applicable Ordinances and Regulations.

The ordinances and regulations of Horry County concerning zoning, health and safety, and building code requirements apply to the Park properties in Horry County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Georgetown County concerning zoning, health and safety, and building code requirements apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Horry County is vested with the Horry County Police Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Georgetown County is vested with the Sheriff's Office of Georgetown County. If any of the Park properties located in either Horry County or Georgetown County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6 Distribution of Revenues.

A. Revenues generated from industries or businesses located in the Georgetown County portion of the Park to be retained by Georgetown County shall be distributed within Georgetown County in accordance with this subsection.

(1) first, unless the County elects to pay or credit the same from only those revenues which Georgetown County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by the County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended, payable in whole or in part by or from revenues generated from the property;

(2) second, at the option of the County, to reimburse the County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the industries and businesses located therein; and

(3) third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

B. Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

C. Revenues generated from industries or businesses located in the Horry County portion of the Park shall be retained by Georgetown County for its use.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained in the Georgetown County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 9. Effective Date.

This ordinance is effective upon third reading.

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

Johnny Morant
Chairman, Georgetown County Council

ATTEST:

Theresa E. Floyd
Clerk to Council

This Ordinance, No. 2017-01, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

Exhibit A to Ordinance No. 2016-__

**Agreement for the Development
of a
Joint Industrial and Business Park
(Horry County and Georgetown County)**

Loris Commerce Center

See attached.

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1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Georgetown County and Horry County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”) satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Horry County, as further identified in Exhibit A (Horry) to this Agreement. As of the date of this Agreement, no properties are located in Georgetown County, as further identified in Exhibit B (Georgetown) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Horry) or Exhibit B (Georgetown), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of the Horry County Council and Georgetown County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the Georgetown County Council and by the Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by the Horry County Council and by the Georgetown County Council. Notice of such public hearings shall be published in newspapers of general circulation in Horry County and Georgetown County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem property taxes) equivalent to the ad valorem property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Horry County and Georgetown County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Horry County or Georgetown County incurs such expenses and costs, in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	100%
(2)	Georgetown County	0%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	0%
(2)	Georgetown County	100%

6. Allocation of Revenues. Georgetown County and Horry County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	99%
(2)	Georgetown County	1%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	1%
(2)	Georgetown County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of ad valorem property taxes shall be distributed to Horry County and to Georgetown County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Georgetown County or Horry County by way of fees in lieu of taxes generated within its own County (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion

of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Georgetown County by way of fees in lieu of taxes generated within Horry County shall be distributed solely to Georgetown County. Revenues allocated to Horry County by way of fees in lieu of taxes generated within Georgetown County shall be distributed solely to Horry County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Horry County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Horry County portion of the Park and the terms of such agreements shall be at the sole discretion of Horry County. It is further agreed that entry by Georgetown County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Georgetown County portion of the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Horry County and Georgetown County agree that this Agreement terminates on December 31, 2066.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found.

GEORGETOWN COUNTY, SOUTH CAROLINA

(Seal)

Sel Hemingway, County Administrator

ATTEST:

DATE:_____

Theresa E. Floyd, Clerk to Council

HORRY COUNTY, SOUTH CAROLINA

(Seal)

Chris Eldridge, County Administrator

ATTEST:

DATE:_____

Patricia S. Hartley, Clerk to Council

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EXHIBIT A

Horry County Properties

The following parcels located in the Loris Commerce Center are included in the multi-county park and are identified by the parcel identification number (PIN) used by the Horry County Assessor's Office, the owner, and, if available, acreage:

1. PIN: 176-00-00-0017, property of South Carolina Public Service Authority, 47.58 acres.
2. PIN: 176-00-00-0018, property of Partners Economic Development Corporation.
3. PIN: 176-06-02-0001, property of Accent USA Assets, LLC, 8.98 acres.
4. PIN: 176-06-02-0002, property of Partners Economic Development Corporation.
5. PIN: 176-00-00-0019, property of South Carolina Public Service Authority, 18.25 acres.
6. PIN: 176-05-01-0001, property of South Carolina Public Service Authority, 9.84 acres.
7. PIN: 176-05-04-0002, property of South Carolina Public Service Authority, 7.7 acres.
8. PIN: 176-06-03-0001, property of South Carolina Public Service Authority, 4.37 acres.
9. PIN: 176-05-03-0002, property of Partners Economic Development Corporation, 0.9 acres.

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EXHIBIT B

Georgetown County Properties

NONE.

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Item Number: 12.b
Meeting Date: 1/10/2017
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Ordinance No. 2017-02 - An Ordinance to declare as surplus a portion of a tract of property known as TMS# 02-1010-005-00-00, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 2008-09, "Georgetown County Purchasing Ordinance", as amended.

CURRENT STATUS:

First Reading By Title

POINTS TO CONSIDER:

n/a

FINANCIAL IMPACT:

n/a

OPTIONS:

n/a

STAFF RECOMMENDATIONS:

n/a