

**Council Members**

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

**County Administrator**

Sel Hemingway

**County Attorney**

Wesley P. Bryant

**Clerk to Council**

Theresa E. Floyd

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**January 24, 2017**

**5:30 PM**

**County Council Chambers**

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

**AGENDA**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
  - 5.a Regular Council Session - January 10, 2017**
- 6. CONSENT AGENDA**
  - 6.a 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)**
  - 6.b Procurement #16-113, Pick-Up and Recycling of Waste Tires**
  - 6.c Solicitation #16-099, Non-Engineered Road Repair, Resurfacing, Sealing & Marking IDIQ**
  - 6.d Procurement #16-106, Contractor for Electrical Remediation at Murrells Inlet Marsh Walk and Veterans Pier**
  - 6.e Procurement #16-114, Contractor for Structural Remediation of Murrells Inlet Marsh Walk and Veterans Pier**
  - 6.f Procurement #17-010, Type III Ambulance Remount**
  - 6.g Private Ambulance Service Franchise RENEWAL**
  - 6.h Economic Development Alliance - Bylaws Update**
- 7. PUBLIC HEARINGS**
  - 7.a Ordinance 2016-40 - Amendment of the FY 2016/2017 Budget**

**Ordinance.**

- 7.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.**
- 7.c 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.**

**8. APPOINTMENTS TO BOARDS AND COMMISSIONS**

- 8.a Waccamaw Center for Mental Health Governing Board**

**9. RESOLUTIONS / PROCLAMATIONS**

**10. THIRD READING OF ORDINANCES**

- 10.a Ordinance 2016-40 - Amendment of the FY 2016/2017 Budget Ordinance.**
- 10.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.**
- 10.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)**
- 10.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.**
- 10.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. SECOND READING OF ORDINANCES**

- 11.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.**
- 11.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.

**12. FIRST READING OF ORDINANCES**

- 12.a Ordinance No. 2017-03 - An amendment to Article VIII, Exceptions and Modifications, Section 808, Setback Exceptions for Certain Structures, of the Zoning Ordinance.**
- 12.b ORDINANCE NO. 2017-04 - AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

**14. BIDS**

**15. REPORTS TO COUNCIL**

- 15.a Presentation - Georgetown County Sheriff's Office Reentry Services Program**
- 15.b County Council Standing Committees**
- 15.c Horry Georgetown Technical College - Cooperative Partnership**
- 15.d Intergovernmental Agreement**

**16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

**17. LEGAL BRIEFING / EXECUTIVE SESSION**

- 17.a Personnel Matter**
- 17.b Contractual Negotiation**

**18. OPEN SESSION**

**19. ADJOURNMENT**

Item Number: 5.a  
Meeting Date: 1/24/2017  
Item Type: APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Regular Council Session - January 10, 2017

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

n/a

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Approval of minutes as submitted

**ATTACHMENTS:**

Description	Type
□ DRAFT Minutes 1/10/17	Backup Material

Georgetown County Council held a Regular Council Session on Tuesday, January 10, 2017, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

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

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

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

Chairman Johnny Morant called the meeting to order. An invocation was given by Vice Chairman Ron Charlton, and all joined in the pledge of allegiance. Councilmember Steve Goggans was not in attendance.

Chairman Johnny Morant announced, for the record, that prior to the meeting being called to order, the following newly elected and re-elected members of Council pledged an "Oath of Office" for the upcoming four-year term: Councilmember Lillie Jean Johnson, Councilmember Austin Beard, Councilmember Ron Charlton, and newly elected Councilmember, Everett Carolina.

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

A recommendation was made to move Report 15a, Election of Officers, forward on the meeting agenda to follow the agenda approval. Councilmember Ron Charlton moved for approval of the meeting agenda, as amended. Councilmember Lillie Jean Johnson seconded the motion. Chairman Morant called for discussion, and there was none.

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

#### **ELECTION OF OFFICERS:**

Pursuant to County Council's adopted Rules of Procedure, Georgetown County Council elects a Chairperson and Vice Chairperson during the first meeting in January following each General Election.

Councilmember John Thomas moved to nominate current Chairman, Johnny Morant, to serve another term in this position, and nominate Councilmember Austin Beard to serve as Vice Chairman of County Council. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion following the motion.

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

**PUBLIC COMMENTS:**

Henry Lowrimore

Mr. Lowrimore addressed County Council regarding the County's policy on aerial spraying for mosquitos. He has been farming bees in Georgetown County for 29 years. Each time there is an aerial spray the bees must be contained for 52 hours. He said in 2016 he received 20 alerts of aerial spraying, and asked if additional funding has been allotted for mosquito abatement in 2017. He said he is having difficulty keeping his bees alive and needs to arrive at some reasonable agreement with the County regarding this issue.

Dan Stacy

Mr. Stacy stated that he was representing the property applicant associated with Ordinances No. 2016-43 and 2016-44 and would be available to address any questions County Council may have regarding these applications.

Chip Abernathy

Mr. Abernathy requested County Council's favorable consideration of a request to amend the Future Land Use Map, and rezone property located on the west side of Wesley Road in Murrells Inlet (represented by Ordinance No. 2016-42 and Ordinance No. 2016-41) for a proposed single family development. He noted that County Council has been provided with additional information pertaining to this matter, including a petition of signatures from residents in the area supporting this project. Mr. Abernathy said this proposed project will support our area's need for affordable housing.

Everette Brown

Mr. Brown stated that he currently owns a tract of property ¼ mile from the proposed property development on Wesley Road in Murrells Inlet. He advised County Council that if the request to rezone and develop this property is approved (Ordinance No. 2016-42) by County Council that he would develop his tract of property in the same way.

**MINUTES:**

Regular Council Session – December 13, 2016

Councilmember Ron Charlton moved to approve the minutes of the December 13, 2016 meeting. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion on the motion, and no discussion occurred.

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

**CONSENT AGENDA:**

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

Contract #15-076, Change Order 07 – County Council approved Change Order 7 to Contract #15-076 with Stone Construction in the amount of \$61,590 for repairs to Sioux Drive (for damage sustained as a result of Hurricane Matthew).

Bid #16-087, Design/Build of Expandable Speculative Shell Building – County Council awarded a contract to Samet Corporation of Charleston, SC, with the negotiated fees as follows: (1) Design Fees to include architectural fees, engineering fees, and preconstruction management expenses to total \$139,600; (2) Construction Fee set at 7% of agreed upon budget of

\$1,800,000 to total \$126,000; (3) Overhead and expenses for the duration of the project agreed upon at \$192,169.

Procurement #16-110, Grass Cutting and Grounds Maintenance for Southern Parks Section – County Council awarded a bid to C&D Landscaping Services of Conway SC, for Grass Cutting and Grounds Maintenance for Southern Parks Section, as needed, based on available funds.

Procurement #16-108, Repair/Replacement of Public Beach Dune Walk-Over – County Council awarded a bid to Sellers General Construction LLC of Conway, SC at a project lump sum total of \$410,709.00.

Acceptance of South Carolina Rural Infrastructure Grant – County Council accepted a SC Rural Infrastructure Grant in the amount of \$175,000 to benefit Simpson Lumber.

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 – Third reading approval.

Ordinance No. 2016-38 – An amendment 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 (GC) to General Residential (GR) – Third reading approval.

### **ORDINANCES- Third Reading**

#### **Ordinance No. 2016-39**

Georgetown County Planning Director, Boyd Johnson, advised County Council that he had verified that the portion of Flagg Street bordering this property is owned by the County. This was a point of discussion during the last meeting.

Councilmember John Thomas moved for third 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). Councilmember Ron Charlton seconded the motion. The Chairman called for discussion on the motion, and there was none.

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

### **ORDINANCES-Second Reading:**

#### **Ordinance No. 2016-40**

Councilmember Austin Beard moved for second reading approval of Ordinance No. 2016-40 an amendment of the FY2016/2017 Budget Ordinance. Councilmember John Thomas seconded the motion. Chairman Morant called for discussion.

Councilmember Austin Beard moved to amend Ordinance No. 2016-40 to incorporate proposed text as the Ordinance was introduced by title only at first reading. Councilmember John Thomas offered a second on the amended motion. There was no further discussion.

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

The vote on the main motion was as follows:

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

Ordinance No. 2016-41

Councilmember John Thomas moved for second reading approval of 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. Councilmember Ron Charlton seconded the motion. There was no discussion on the motion.

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

Ordinance No. 2016-42

Councilman John Thomas moved for second reading approval of 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). Councilman Ron Charlton seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

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

Ordinance No. 2016-43

Councilman John Thomas moved for second reading of 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. Councilman Ron Charlton seconded the motion. Upon a call for discussion on the motion from Chairman Morant, no discussion occurred.

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

Ordinance No. 2016-44

Councilmember John Thomas moved for second reading approval of 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). Councilman Ron Charlton seconded the motion. There was no discussion on the motion.

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

Ordinance No. 2016-45

Councilmember Austin Beard moved for second reading approval of 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). Councilmember Lillie Jean Johnson seconded the motion. Chairman Morant called for discussion, and there was none.

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

**ORDINANCES- First Reading:**

Ordinance No. 2017-01 – An Ordinance to Authorize and Approve an Agreement for 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.

Ordinance No. 2017-02 – An Ordinance to declare a 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".

**REPORTS TO COUNCIL:**

No reports.

**EXECUTIVE SESSION:**

Councilmember Ron Charlton made a motion to move into Executive Session to discuss a contractual matter. 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 6:14 PM.

**OPEN SESSION:**

As open session resumed, Chairman Morant noted that during Executive Session County Council had discussed a contractual matter 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 none, the meeting was adjourned.

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Date

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Clerk to Council

**Item Number:** 6.a  
**Meeting Date:** 1/24/2017  
**Item Type:** CONSENT AGENDA

**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 (Seal)  
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 U.S. HWY 521, WEST GEORGETOWN, S.C. OF R.R. CROSSING TO STEAM PLANT  
City / State / Zip Code: 29440  
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.

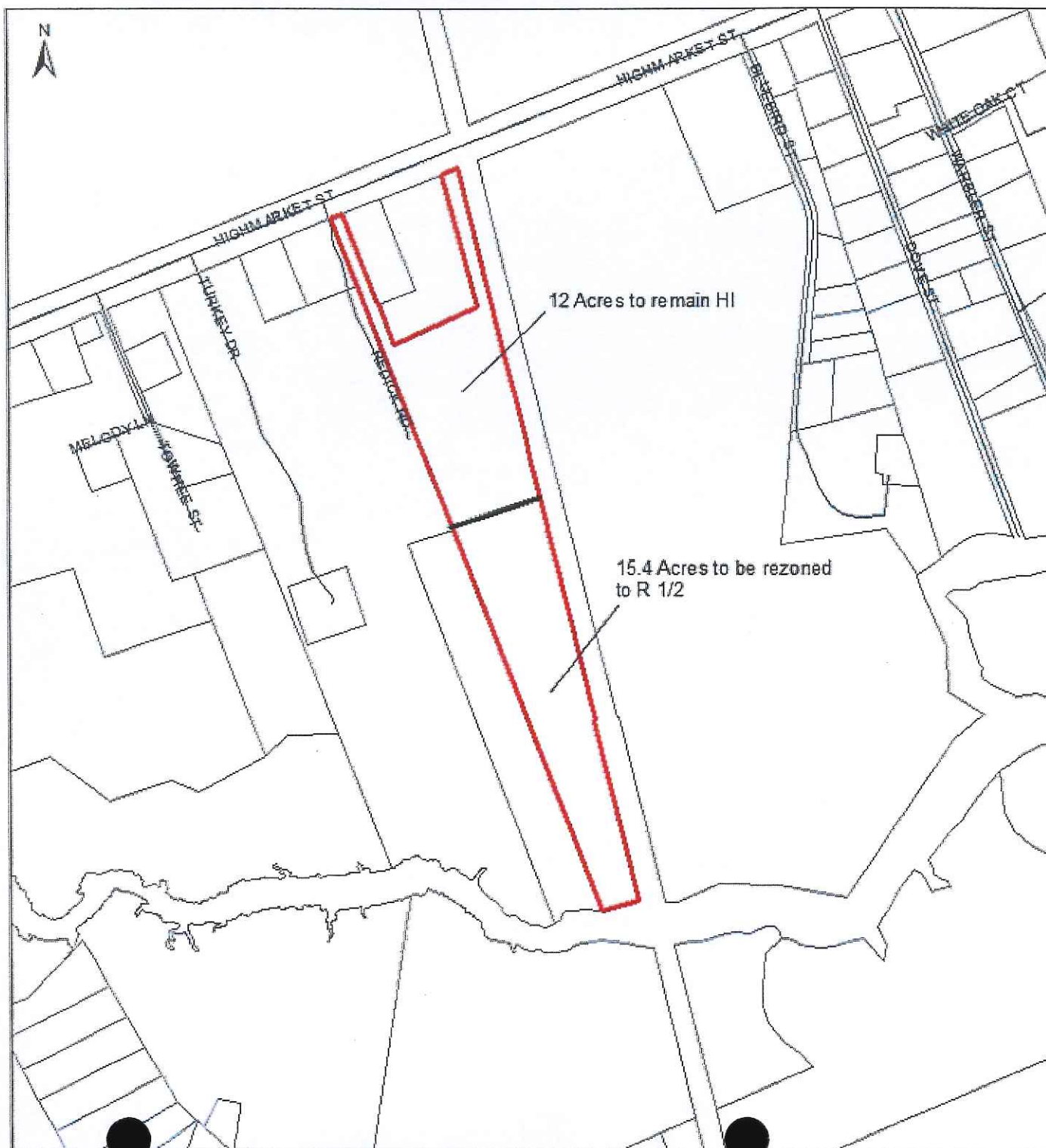
Site visits to the property, by County employees, are essential to process this application. The owner/applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

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](mailto:csargent@georgetowncountysc.org) or include with your application.

James Redick  
Property Location  
REZ 10-16-16970



**Legend**

— 90' SETBACK (Hwy 17)

James Redick

Parcels

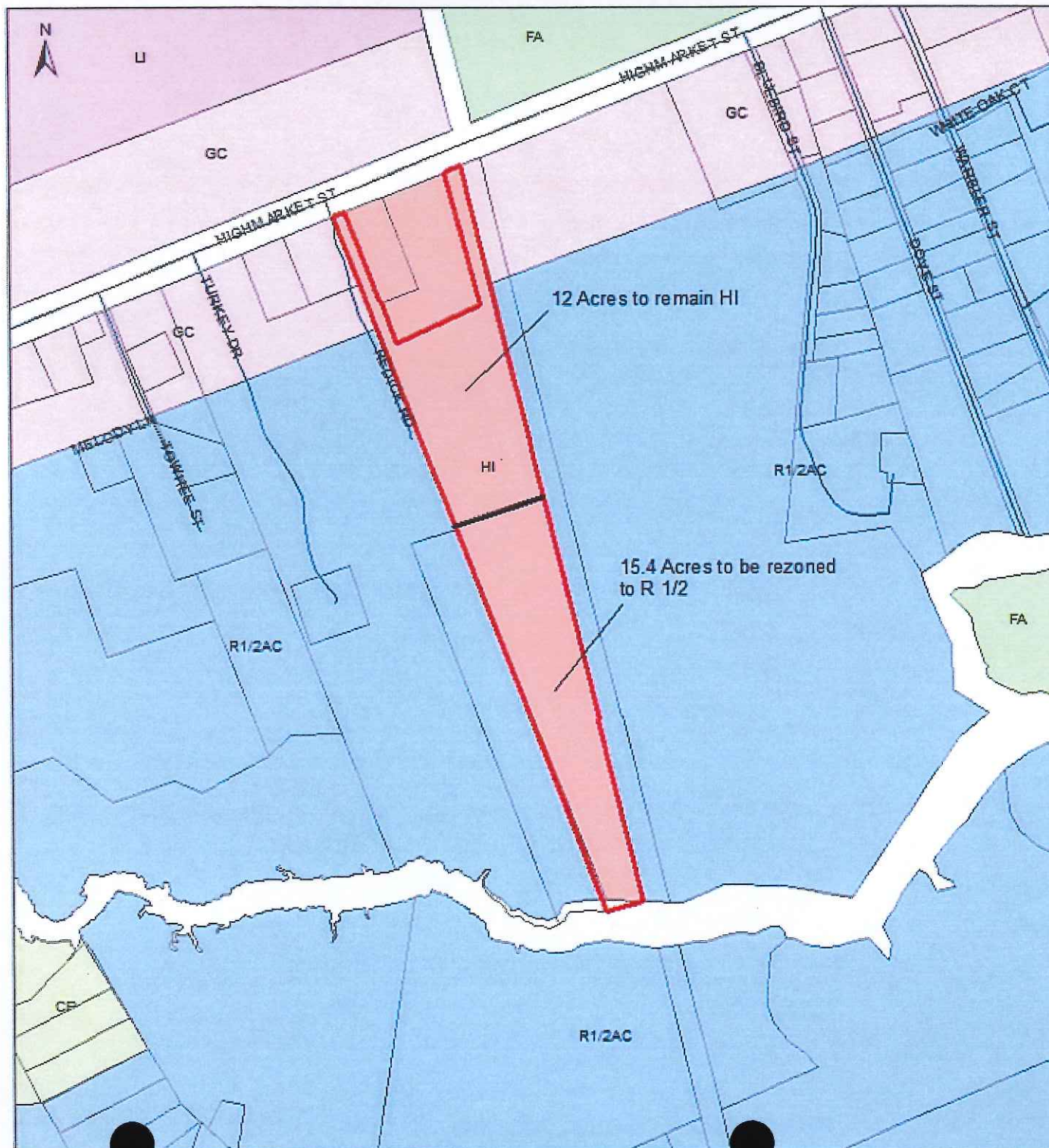
Streets

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

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James Redick  
Property FLU  
REZ 10-16-16970

**Legend**

— 90' SETBACK (Hwy 17)

James Redick

Parcels

Streets

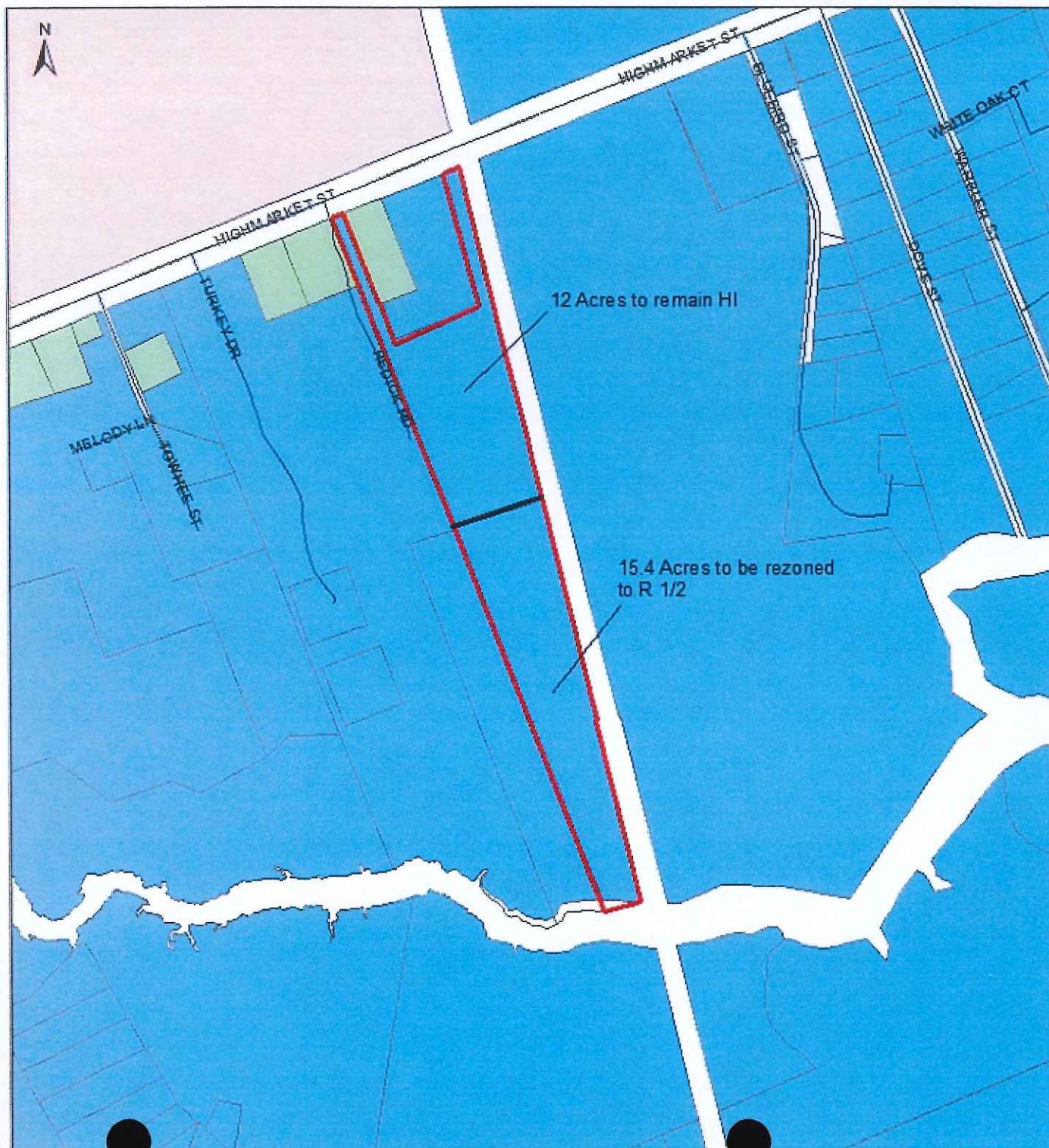
County Parcel FLU

**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

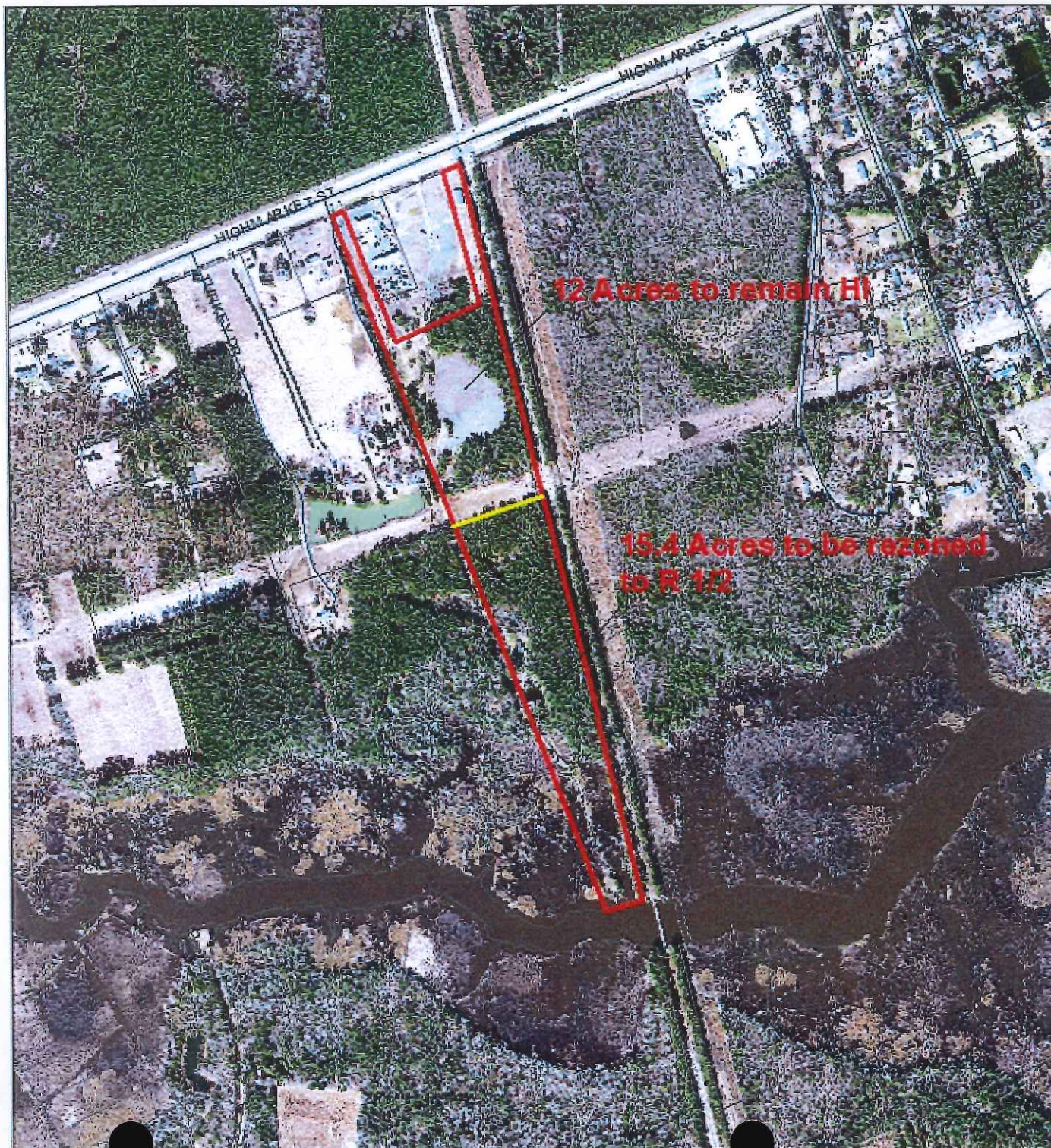
0 235 470 940 1,410 1,880 Feet

**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



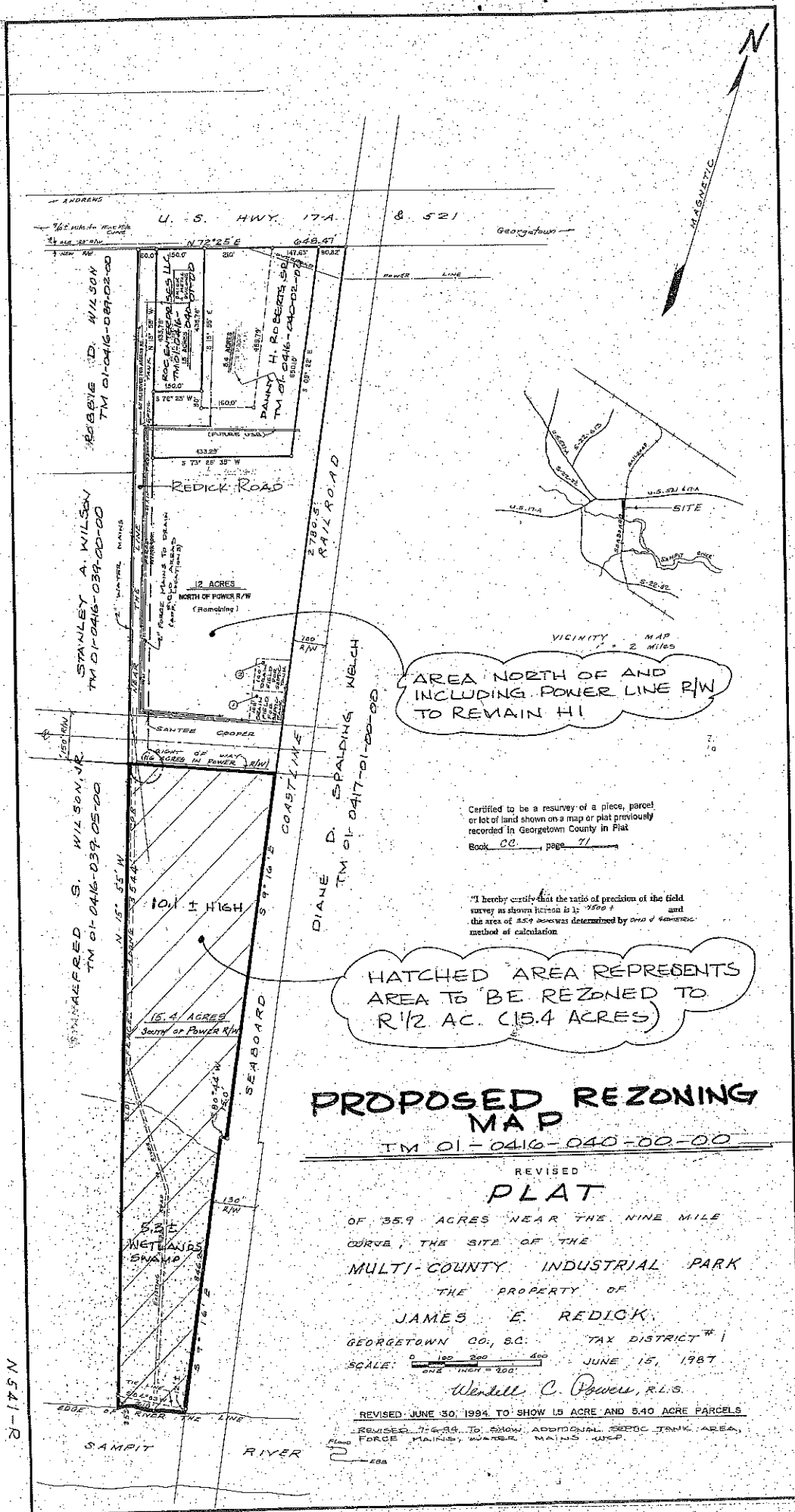
## Legend

-  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.







### **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](mailto:csargent@gtcounty.org)***

Item Number: 6.b  
Meeting Date: 1/24/2017  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #16-113, Pick-Up and Recycling of Waste Tires

**CURRENT STATUS:**

The County's current agreement for this service with VIVA Recycling of SC is set to expire this month. Due to issues with the current contractor not processing the number of tires needed to be recycled and thus putting the County in DHEC violation, this service was put out for bid mid-contract in May 2016. However, due to Viva's pricing being significantly lower than the competition, it was recommended by staff and approved by Council on the 6/27/16 session that the County would complete the contract with the current vendor and look into the possibility of re-signing at the new bid rates received by Viva closer to the end of their contract if their performance had improved. Unfortunately, Viva's performance has not improved and thus these services were rebid under the new bid#16-113 in December.

**POINTS TO CONSIDER:**

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities On-Line Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. There was only one (1) qualified response received. The one response received is listed below:

- 1) US Tire Recycling of Concord, NC.

Tire Recycling is mandated by the state, and there are a limited number of qualified providers. The County has been previously challenged in getting more than one response for comparison. In this instance, the other known service provider, VIVA Recycling has not been able to meet the volume requirements for recycling, resulting in excessive tire inventory at the Solid Waste Landfill and possible DHEC sanctions as noted in "Current Status" above.

**FINANCIAL IMPACT:**

Funding will be in 502.305.50484 with an FY17 budget of \$40,000.00.

**OPTIONS:**

- 1) Award a service agreement to US Tire Recycling at the rate of \$145.60 per ton.
- 2) Decline to award.

**STAFF RECOMMENDATIONS:**

The bid proposals received were reviewed by the Public Services Department. Staff recommends the bid be awarded to US Tire Recycling. When these services were first bid out back in May 2016, US Tire Recycling were the second lowest bidders after Viva Recycling of SC and were recommended to council at that time as the second awardee for these services if Viva could not perform.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Bid Solicitation Approval	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Recommendation from Mr. Funnye	Cover Memo



**Georgetown County, South Carolina**  
**PROCUREMENT SOLICITATION APPROVAL**  
**Procurement # 16-113**

**Procurement for:**     **Pick-Up and Recycling of Waste Tires**

**Department:**            **Public Services/Recycling**

**Budgeted:**                ☒-YES     ☐-NO

**Budgeted/Estimated Cost:**   **\$ 40,000**                      **FY17**

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

Funding Source Location	
G/L Account Number	Funding Amount
502.305.50484	\$40,000

**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**

11.30.16

**Date**

\_\_\_\_\_  
**Purchasing**

11/30/16

**Date**

\_\_\_\_\_  
**Finance Director**

11/30/16

**Date**

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

12/6/16

**Date**





# Public Bid Opening Tabulation

## Bid #16-113-Pick Up and Recycling of Waste Tires

### Tuesday, December 20, 2016 @ 3:00PM Eastern Time

<u>OFFEROR</u>	<b>Passenger Tires (\$/Ton)</b> (Pg. 23 Line 2a)	<b>Truck Tires (\$/Ton)</b> (Pg. 23 Line 2b)	<b>Off-Road Tires (\$/Ton)</b> (Pg. 23 Line 2c)	<b>Add/Alternate #1 (Lump Sum)</b> (Pg. 23 Line 7)	<u>Comments</u>
<i>US Tire Recycling</i>	<i>\$ 145<sup>60</sup></i>	<i>\$ 145<sup>60</sup></i>	<i>\$ 145<sup>60</sup> / 10.25/16</i>	<i>\$ N/A</i>	<i>Fuel Surcharge &amp; CPI 10 Ton Min. Pass/Truck.</i>
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

Prepared By: *[Signature]*


Witnessed By: *[Signature]*



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

# **Memorandum**

**To:** Kyle Prufer

**From:** Ray C. Funnye, Director 

**File No.:** 316.16

**Date:** 1.5.17

**Re:** Bid# 16-113 Pickup and Recycling of Waste Tires

---

On Tuesday, December 20, 2016, the Public Services Department received (1) bid for Pickup and Recycling of Waste Tires. The sole bid was in the amount of \$145.60 per ton plus surcharges and exceptions to bid specifications. Bid submittal documents were reviewed for conformity to bid specifications, exceptions and total cost.

While we expected another quote for this bid the other vendor is experiencing operational limitations at this time that prevent them from participating.

Based upon the review of bid submittal documents, I recommend awarding Bid #16-113 to US Tire Recycling for Pickup and Recycling of Waste Tires at the rate of \$145.60 per ton for passenger, truck and off-road tires.

Item Number: 6.c  
Meeting Date: 1/24/2017  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Solicitation #16-099, Non-Engineered Road Repair, Resurfacing, Sealing & Marking IDIQ\*  
(\*IDIQ = Indefinite Quantity, Indefinite Delivery, or "As Needed")

**CURRENT STATUS:**

The Department of Public Services has solicited sealed public bids to consider awarding an Indefinite Delivery, Indefinite Quantity (IDIQ) contract for the repair and/or resurfacing of certain roads and/or streets with Hot Mix Asphalt (HMA) pavement materials. Work is scheduled to begin in the first quarter of 2017. Included in the initial task order for this work is the resurfacing of Goude Street with sinkhole repair, resurfacing of Lachicotte Drive, resurfacing a segment of Waverly Road, sinkhole repair on Salt Wind Loop, patching and seal coating on Marsh Wind Drive, and driveway apron repairs at seven (7) locations: Saltwind Loop, Wyndham Place, Marsh Point Drive, Buck Drive, Verry Court, and (2) locations on Cokersville Road. Additional task orders will be negotiated with Contractor on a case by case basis.

**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 three (3) responses received and tabulated:

- 1) Coastal Asphalt LLC of Conway, SC @ \$194,197.00 for Task Orders 1 and 2;
- 2) Palmetto Corporation of Conway, SC @ \$289,253.83 for Task Orders 1 & 2; and
- 3) Southern Asphalt, Inc. of Conway, SC @ \$307,809.00 for Task Orders 1 & 2.

**FINANCIAL IMPACT:**

Goude Street, Lachicotte Drive and Waverly Road are funded from CTC in G/L 420.901 50702 at a total of \$181,242.00. The remaining seven (7) repairs are funded from Road User Fees in G/L 066.906 50322 at a total of \$12,995.00. Both accounts are adequately funded.

**OPTIONS:**

- 1) Award Task Order 01 and Task Order 02 to Coastal Asphalt, LLC of Conway, SC at a lump sum total of \$194,197.00; OR
- 2) Decline to award the project.

**STAFF RECOMMENDATIONS:**

The Public Services Department reviewed the three responses and found that all were responsive, The proposal from Coastal Asphalt, LLC of Conway provided the lowest cost. The County has a successful history with Coastal Asphalt, and staff recommends award to this firm for

both Task #1 at \$181,247.00 and Task #2 at \$12,950.00, a current contract total of \$194,197.00.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

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



Public Bid Opening Tabulation  
**RFP #16-099, Non-Engineered Road Repair, Resurfacing, Sealing & Marking IDIQ**

**Wednesday, January 11, 2017, at 3:30 PM Eastern NIST**

VENDOR: <i>Coastal Asphalt, LLC</i>	
Item Description	Segment Price
Segment 1: Goude Street (0.24 miles)	\$ <i>52,930<sup>00</sup></i>
Segment 2: Lachicotte Drive (0.16 miles)	\$ <i>27,420<sup>00</sup></i>
Segment 3: Waverly Road (0.64 miles)	\$ <i>100,892<sup>00</sup></i>
Segment 4: Saltwind Loop	\$ <i>500<sup>00</sup></i>
Segment 5: Wyndham Place	\$ <i>1,000<sup>00</sup></i>
Segment 6: Marsh Drive Point	\$ <i>8,200<sup>00</sup></i>
Segment 7: 395 Buck Drive	\$ <i>500<sup>00</sup></i>
Segment 8: 48 Verry Court	\$ <i>500<sup>00</sup></i>
Segment 9: 172 Cokersville Road	\$ <i>250<sup>00</sup></i>
Segment 10: 338-366 Cokersville Road	\$ <i>2,000<sup>00</sup></i>
SUMMARY BASE BID COST: \$ <i>194,197<sup>00</sup></i>	
Bid Bond Enclosed: <i>YES</i> or NO	

VENDOR: <i>Palmetto Corporation</i>	
Item Description	Segment Price
Segment 1: Goude Street (0.24 miles)	\$ <i>62,510<sup>50</sup></i>
Segment 2: Lachicotte Drive (0.16 miles)	\$ <i>52,630<sup>00</sup></i>
Segment 3: Waverly Road (0.64 miles)	\$ <i>131,493<sup>00</sup></i>
Segment 4: Saltwind Loop	\$ <i>7,355<sup>00</sup></i>
Segment 5: Wyndham Place	\$ <i>7,355<sup>00</sup></i>
Segment 6: Marsh Drive Point	\$ <i>14,726<sup>33</sup></i>
Segment 7: 395 Buck Drive	\$ <i>2,500<sup>00</sup></i>
Segment 8: 48 Verry Court	\$ <i>2,500<sup>00</sup></i>
Segment 9: 172 Cokersville Road	\$ <i>2,500<sup>00</sup></i>
Segment 10: 338-366 Cokersville Road	\$ <i>7,500<sup>00</sup></i>
SUMMARY BASE BID COST: \$ <i>291,069<sup>83</sup></i>	
Bid Bond Enclosed: <i>YES</i> or NO	

VENDOR: <i>Southern Asphalt</i>	
Item Description	Segment Price
Segment 1: Goude Street (0.24 miles)	\$ <i>75,049<sup>00</sup></i>
Segment 2: Lachicotte Drive (0.16 miles)	\$ <i>46,710<sup>00</sup></i>
Segment 3: Waverly Road (0.64 miles)	\$ <i>130,050<sup>00</sup></i>
Segment 4: Saltwind Loop	\$ <i>3,000<sup>00</sup></i>
Segment 5: Wyndham Place	\$ <i>2,500<sup>00</sup></i>
Segment 6: Marsh Drive Point	\$ <i>41,500<sup>00</sup></i>
Segment 7: 395 Buck Drive	\$ <i>1,750<sup>00</sup></i>
Segment 8: 48 Verry Court	\$ <i>1,750<sup>00</sup></i>
Segment 9: 172 Cokersville Road	\$ <i>1,750<sup>00</sup></i>
Segment 10: 338-366 Cokersville Road	\$ <i>3,750<sup>00</sup></i>
SUMMARY BASE BID COST: \$ <i>307,809<sup>00</sup></i>	
Bid Bond Enclosed: <i>YES</i> or NO	

OPENED BY: *[Signature]*

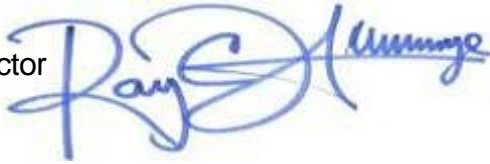
WITNESSED BY: *[Signature]*



				Coastal Asphalt		Palmetto Corporation		Southern Asphalt	
Item No.	Description	Est Qty	U/M	Unit Price	Total	Unit Price	Total	Unit Price	Total
Segment 1	Goude Street								
1	Repair Sinkhole	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
2	4.0" Full Depth Patching	513	SY	\$ 35.00	\$ 17,955.00	\$ 40.00	\$ 20,520.00	\$ 69.00	\$ 35,397.00
3	2.0" Asphalt Surface T-C, 220/Lbs/SY	335	Tons	\$ 100.00	\$ 33,500.00	\$ 113.50	\$ 38,022.50	\$ 100.00	\$ 33,500.00
4	Amber Bi-Directional Reflective Pavement Markers (RPM) @ 80' Intervals	16	EA	\$ 30.00	\$ 480.00	\$ 72.00	\$ 1,152.00	\$ 72.00	\$ 1,152.00
			Segment Total		\$ 52,935.00		\$ 60,694.50		\$ 75,049.00
Segment 2	Lachicotte Drive								
1	24" concrete curb repair	20	LF	\$ 60.00	\$ 1,200.00	\$ 150.00	\$ 3,000.00	\$ 30.00	\$ 600.00
2	Variable Milling	1,600	LF	\$ 2.00	\$ 3,200.00	\$ 8.50	\$ 13,600.00	\$ 8.00	\$ 12,800.00
3	6.0" Full Depth Patching	100	SY	\$ 50.00	\$ 5,000.00	\$ 124.00	\$ 12,400.00	\$ 120.00	\$ 12,000.00
4	2.0" Asphalt T-C, 220 lbs/SY	130	Tons	\$ 125.00	\$ 16,250.00	\$ 143.00	\$ 18,590.00	\$ 125.00	\$ 16,250.00
5	Turn Arrows	4	EA	\$ 200.00	\$ 800.00	\$ 420.00	\$ 1,680.00	\$ 425.00	\$ 1,700.00
6	Combo Arrow	1	EA	\$ 250.00	\$ 250.00	\$ 480.00	\$ 480.00	\$ 480.00	\$ 480.00
7	24" White Striping (edge and lane)	48	LF	\$ 15.00	\$ 720.00	\$ 60.00	\$ 2,880.00	\$ 60.00	\$ 2,880.00
			Segment Total		\$ 27,420.00		\$ 52,630.00		\$ 46,710.00
Segment 3	Waverly Road								
1	Catch Basin & installation	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00
2	15" RCP	30	LF	\$ 40.00	\$ 1,200.00	\$ 100.00	\$ 3,000.00	\$ 75.00	\$ 2,250.00
3	Ditch cleaning/maintenance	82	LF	\$ 6.00	\$ 492.00	\$ 20.00	\$ 1,640.00	\$ 60.00	\$ 4,920.00
4	1.0" Milling	7,700	SY	\$ 1.50	\$ 11,550.00	\$ 2.75	\$ 21,175.00	\$ 2.50	\$ 19,250.00
5	6.0" Full Depth Patch	90	SY	\$ 40.00	\$ 3,600.00	\$ 90.00	\$ 8,100.00	\$ 120.00	\$ 10,800.00
6	2.0" Asphalt Surface T-C , 220 lbs/SY	850	Ton	\$ 95.00	\$ 80,750.00	\$ 107.88	\$ 91,698.00	\$ 97.00	\$ 82,450.00
7	Amber Bi-Directional Reflective Pavement Markers	40	EA	\$ 20.00	\$ 800.00	\$ 72.00	\$ 2,880.00	\$ 72.00	\$ 2,880.00
			Segment Total		\$ 100,892.00		\$ 131,493.00		\$ 130,050.00
	Task Order 1 Total				\$ 181,247.00		\$ 244,817.50		\$ 251,809.00
Segment 4	Saltwind Loop		Segment Total		\$ 500.00		\$ 7,355.00		\$ 3,000.00
Segment 5	(78) Wyndham Place		Segment Total		\$ 1,000.00		\$ 7,355.00		\$ 2,500.00
Segment 6	Marsh Point Drive		Segment Total		\$ 8,200.00		\$ 14,726.33		\$ 41,500.00
Segment 7	(395) Buck Drive		Segment Total		\$ 500.00		\$ 2,500.00		\$ 1,750.00
Segment 8	(48) Verry Court		Segment Total		\$ 500.00		\$ 2,500.00		\$ 1,750.00
Segment 9	(172) Cokersville Road		Segment Total		\$ 250.00		\$ 2,500.00		\$ 1,750.00
Segment 10	(338-366) Cokersville Road		Segment Total		\$ 2,000.00		\$ 7,500.00		\$ 3,750.00
	Task Order 2 Total				\$ 12,950.00		\$ 44,436.33		\$ 56,000.00
			Project Total		\$ 194,197.00		\$ 289,253.83		\$ 307,809.00
Bid Bond:					Yes		Yes		Yes
Testing Agency:					S&ME		Terracon		So Asphalt
							CORRECTED		

# Memorandum

To: Kyle Prufer  
From: Ray C. Funnye, Director  
File No.: 316.16  
Date: 1/17/17  
Re: Bid Recommendation - Bid # 16-099: Non-Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ-FY17



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On January 11, 2017 Georgetown County received three (3) bids for Bid#16-099 - Non-Engineered Road Repair, Resurfacing, Sealing & Marking, IDIQ-FY17. Of the three (3) respondents, all were found to be complete bid packages responding to all items.

The lowest bid was from Coastal Asphalt, LLC of Conway, SC with a bid of \$194,197.00. Coastal Asphalt, LLC has performed work of this nature for Georgetown County in the recent past and is a reputable company from this region that is capable of this type of work.

It is therefore recommended that Coastal Asphalt, LLC of Conway, SC be awarded the contract for a total amount of \$194,197.00.

Item Number: 6.d  
Meeting Date: 1/24/2017  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #16-106, Contractor for Electrical Remediation at Murrells Inlet Marsh Walk and Veterans Pier

**CURRENT STATUS:**

Georgetown County solicited sealed public bids for the repair and/or replacement of electrical and lighting components damaged by Hurricane Matthew on the Murrells Inlet Marsh Walk and adjacent Veterans Pier. The County utilized an existing IDIQ with Walsh Krowka Architects and their associated engineer, The Earthworks Group, to assess damage and establish standards and requirements for repair.

**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. The base bid includes replacement of rail mounted lights as specified, and replacement of wiring, outlets and outlet covers which were identified as submerged during the storm surge. An Optional item was included for replacement of all wiring identified between Panels #1 & #2 adjacent to the Wicked Tuna.

There were three (3) responses received and tabulated at the public bid opening:

1. Hunt & Mason Construction Services of Little River, SC at \$85,790.00 base bid and \$31,671.00 for the add/alternate item;
2. J & M Electrical Service, Incorporated of Murrells Inlet, SC at \$53,995.00 base bid, and non-responsive on add/alternate item; and
3. Associates Roofing & Construction, Inc. (d/b/a ARC) of Murrells Inlet, SC at \$97,695.00 base bid and \$11,500.00 for the add/alternate item.

**FINANCIAL IMPACT:**

The engineer's estimate for the structural repairs was \$90,000.00. This was not a previously budgeted expense. Initial funding will come in part 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 J & M Electrical Service, Incorporated of Murrells Inlet, SC for the base bid portion only at \$53,995.00. The optional item will not be considered in the award, to stay within budget;  
OR
- 2) Decline to make an award and keep the electrical system inactive.

**STAFF RECOMMENDATIONS:**



The recommendation received from Public Services and the project engineer is to award to J&M Electrical Service of Murrells Inlet for the base bid item only at \$53,955.00. The County has a satisfactory history with J&M at the Howard Recreation Center and Fire Sub-Station projects.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

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



**Georgetown County, South Carolina**  
**PROCUREMENT SOLICITATION APPROVAL**  
**Procurement # 16-106**

**Procurement for:** Contractor for Electrical Remediation at Murrells Inlet Marshwalk & Veterans Pier

**Department:** Public Services, Capital Projects

**Budgeted:** ☐ YES ☒ NO

**Budgeted/Estimated Cost:** \$90,000.00

**FY** 17

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

☒ Cash Purchase

☐ Municipal Lease/Purchase Financing (8 -YR)

Funding Source Location	
G/L Account Number	Funding Amount
99324.139.50411	\$0.00
Hurricane Matthew Mitigation	

**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/Elected Official**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Purchasing**

  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Finance Director**

\_\_\_\_\_  
**Date**

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

DEC 19 2016  
\_\_\_\_\_  
**Date**

## Kyle Prufer

---

**From:** Art Baker  
**Sent:** Monday, December 19, 2016 9:43 AM  
**To:** Kyle Prufer  
**Cc:** Ray C. Funnye; Jennifer L. Dirks; Beth Goodale; Herbert Puckett; James Coley  
**Subject:** RE: Estimates for MI Marshwalk and Veterans Pier

Kyle,  
From discussion with Steve Strickland on Friday, structural damage was very light.  
Most of the damage was electrical.  
Steve is out this week, but I would estimate as follows:

Electrical = \$90,000  
Structural = \$30,000  
Total = \$120,000

I will forward the SOW and other info from Steve.

Thanks,  
Art

### Art Baker, PE

Engineering and Capital Projects Manager  
Department of Public Services  
Office (843) 545-3255

[abaker@gtcounty.org](mailto:abaker@gtcounty.org)

INNOVATION, LEADERSHIP AND TEAMWORK!



---

**From:** Kyle Prufer  
**Sent:** Monday, December 19, 2016 8:54 AM  
**To:** Art Baker <[abaker@gtcounty.org](mailto:abaker@gtcounty.org)>  
**Cc:** Ray C. Funnye <[rcfunnye@gtcounty.org](mailto:rcfunnye@gtcounty.org)>  
**Subject:** Estimates for MI Marshwalk and Veterans Pier

Is there any \$ estimate for either the electrical or structural repairs? Thank you.

Kyle P. Prufer, Purchasing Officer

*County of Georgetown, South Carolina*

129 Screven Street, Suite 239

Post Office Box 421270

Georgetown, SC 29442-4200

(843)545-3082 Office

(843)545-3500 FAX

[kprufer@gtcounty.org](mailto:kprufer@gtcounty.org)

Website: [www.gtcounty.org](http://www.gtcounty.org)



**Public Bid Opening Tabulation**  
**RFP #16-106, Contractor for Electrical Remediation at MI Marshwalk & Veterans Pier**  
**Wednesday, January 18, 2017 at 3:00 PM Eastern NIST**

<u>Name of Company</u>	<u>Lump Sum Base Bid</u> Pg. 20, Line 2	<u>Add/Alt Opt Items</u> Pg. 20, Line 3	<u>Comment(s)</u>
Mason Construction Services	\$ 85,790 <sup>00</sup>	\$ 31,671 <sup>00</sup>	
J.E.M Electrical Services	\$ 53,955 <sup>00</sup>	45 hrs - \$ 150 <sup>00</sup> ea.	
ARC	\$ 97,695 <sup>00</sup>	\$ 11,500 <sup>00</sup>	
	\$	\$	
	\$	<del>\$</del> 7000	
	\$	\$	
	\$	\$	

OPENED BY: 76000

WITNESS: Am G. Puckett



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

## Memorandum

**To:** Kyle Prufer

**From:** Ray C. Funnye, Director

**File No.:** 316.16.2

**Date:** January 19, 2017

**Re:** Recommendation for Bid # 16-106 - Electrical Remediation at Murrells Inlet Marshwalk and Veterans Pier

A handwritten signature in blue ink, reading 'Ray C. Funnye', is positioned to the right of the 'From' field.

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On January 18, 2017 Georgetown County received three (3) bids for Bid #16-106 Electrical Remediation at Murrells Inlet Marshwalk and Veterans Pier. The scope of work includes the repair and/or replacement of electrical and lighting components damaged by Hurricane Matthew.

J&M Electrical Services, Inc. submitted the lowest base bid in the amount of \$53,955.00.

Based on the aforementioned, I hereby recommend that the award of Bid #16-106 Electrical Remediation at Murrells Inlet Marshwalk and Veterans Pier go to J&M Electrical Services, Inc. in the amount of \$53,955.00.

Item Number: 6.e  
Meeting Date: 1/24/2017  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Procurement #16-114, Contractor for Structural Remediation of Murrells Inlet Marsh Walk and Veterans Pier

**CURRENT STATUS:**

Georgetown County solicited sealed public bids for the repair and/or replacement of structural damage caused by Hurricane Matthew on the Murrells Inlet Marsh Walk and adjacent Veterans Pier. The base bid includes guardrail repairs for all sections, and an Optional Item for an Uplift Connector Replacement and Retaining Wall Sheet Repair on Veterans Pier. The County utilized an existing IDIQ with Walsh Krowka Architects and their associated engineer, The Earthworks Group, to assess damage and establish standards and requirements for repair.

**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) proposals received and tabulated at the Public Bid Opening:

- 1) Associates Roofing & Construction (ARC) of Murrells Inlet, SC
  - Lump Sum Base Bid \$2,500.00
  - Add/Alt for Optional Uplift Connector Replacement \$25,675.00
  - Add/Alt for Wood Retaining Wall Repair \$62,918.00
  - Add/Alt for Vinyl Retaining Wall Repair \$59,918.00
- 2) Greenwall Construction Service Inc of Myrtle Beach, SC
  - Lump Sum Base Bid \$9,100.00
  - Add/Alt for Optional Uplift Connector Replacement \$29,400.00
  - Add/Alt for Wood Retaining Wall Repair \$64,900.00
  - Add/Alt for Vinyl Retaining Wall Repair \$70,800.00

**FINANCIAL IMPACT:**

The engineer's estimate for the structural repairs was \$30,000.00. This was not a previously budgeted expense. Initial funding will come in part 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) Approve the award to Associates Roofing & Construction, Inc. in the amount of \$62,418.00 for the base bid and add/alt for vinyl retaining wall repair.
- 2) Decline to award.

**STAFF RECOMMENDATIONS:**

The two (2) bids received were reviewed by the Georgetown County Department of Public

Services. After consulting with the Insurance Reserve Fund (IRF) adjuster, these services should be covered by insurance. Staff recommends award go to the lowest bidder, Associates Roofing & Construction, Inc. for the base bid amount of \$2,500.00 plus the add/alt for Vinyl Retaining Wall Repair of \$59,918.00 for a total of \$62,418.00.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Bid Solicitation Approval	Backup Material
<input type="checkbox"/> Public Bid Opening Tabulation	Backup Material
<input type="checkbox"/> Recommendation from Mr. Funnye	Cover Memo





**Georgetown County, South Carolina**  
**PROCUREMENT SOLICITATION APPROVAL**  
**Procurement # 16-114**

**Procurement for:** Contractor for Structural Remediation at Murrells Inlet Marshwalk & Veterans Pier

**Department:** Public Services, Capital Projects

**Budgeted:** ☐ YES ☒ NO

**Budgeted/Estimated Cost:** \$30,000.00

**FY** 17

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

☒ Cash Purchase

☐ Municipal Lease/Purchase Financing (8 -YR)

Funding Source Location	
G/L Account Number	Funding Amount
99324.139.50411	\$0.00
Hurricane Matthew Mitigation	

**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/Elected Official**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Purchasing**

12-19-2016  
\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Finance Director**

\_\_\_\_\_  
**Date**

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

DEC 19 2016  
\_\_\_\_\_  
**Date**



## Kyle Prufer

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**From:** Art Baker  
**Sent:** Monday, December 19, 2016 9:43 AM  
**To:** Kyle Prufer  
**Cc:** Ray C. Funnye; Jennifer L. Dirks; Beth Goodale; Herbert Puckett; James Coley  
**Subject:** RE: Estimates for MI Marshwalk and Veterans Pier

Kyle,  
From discussion with Steve Strickland on Friday, structural damage was very light.  
Most of the damage was electrical.  
Steve is out this week, but I would estimate as follows:

Electrical = \$90,000  
Structural = \$30,000  
Total = \$120,000

I will forward the SOW and other info from Steve.

Thanks,  
Art

**Art Baker, PE**  
Engineering and Capital Projects Manager  
Department of Public Services  
Office (843) 545-3255  
[abaker@gtcounty.org](mailto:abaker@gtcounty.org)  
INNOVATION, LEADERSHIP AND TEAMWORK!



---

**From:** Kyle Prufer  
**Sent:** Monday, December 19, 2016 8:54 AM  
**To:** Art Baker <[abaker@gtcounty.org](mailto:abaker@gtcounty.org)>  
**Cc:** Ray C. Funnye <[rcfunnye@gtcounty.org](mailto:rcfunnye@gtcounty.org)>  
**Subject:** Estimates for MI Marshwalk and Veterans Pier

Is there any \$ estimate for either the electrical or structural repairs? Thank you.

Kyle P. Prufer, Purchasing Officer  
*County of Georgetown, South Carolina*  
129 Screven Street, Suite 239  
Post Office Box 421270  
Georgetown, SC 29442-4200  
(843)545-3082 Office  
(843)545-3500 FAX  
[kprufer@gtcounty.org](mailto:kprufer@gtcounty.org)  
Website: [www.gtcounty.org](http://www.gtcounty.org)



**Public Bid Opening Tabulation**  
**RFP #16-114, Contractor for Structural Remediation at MI Marshwalk & Veterans Pier**  
**Wednesday, January 18, 2017 at 3:30 PM Eastern NIST**

<u>Name of Company</u>	<u>Lump Sum</u> <u>Base Bid</u> Pg. 20, Line 2	<u>Add/Alt</u> <u>Opt Uplift</u> Pg. 20, Line 3	<u>Add/Alt</u> <u>Retain Wall</u> <u>Wood</u> Pg. 20, Line 4a	<u>Add/Alt</u> <u>Retain Wall</u> <u>Vinyl</u> Pg. 208 Line 4b	<u>Comment(s)</u>
<i>Associates Roofing &amp; Construction</i>	\$ 2,500 <sup>00</sup>	\$ 25,675 <sup>00</sup>	\$ 62,918 <sup>00</sup>	\$ 59,918 <sup>00</sup>	
<i>Greenwall Construction</i>	\$ 9,100 <sup>00</sup>	\$ 29,400 <sup>00</sup>	\$ 64,900 <sup>00</sup>	\$ 70,800 <sup>00</sup>	
	\$	\$	\$	\$	
	\$	\$	\$	<del>\$</del> <i>Shuler</i>	
	\$	\$	\$	\$	
	\$	\$	\$	\$	
	\$	\$	\$	\$	

OPENED BY: 7 *Shuler*

WITNESS: *Alvin G. Pickett*



## Georgetown County

Department of Public Services

Phone: (843) 545-3325

Fax: (843) 545-3396

# Memorandum

**To:** Kyle Prufer

**From:** Ray C. Funnye, Director

**File No.:** 316.16.2

**Date:** January 20, 2017

**Re:** Recommendation for Bid # 16-114 Structural Remediation at MI Marshwalk and Veterans Pier

A handwritten signature in blue ink, reading 'Ray C. Funnye', is positioned to the right of the 'From:' field.

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On January 18, 2017 Georgetown County Department of Public Services received two (2) bids for Bid #16-114 Structural Remediation at MI Marshwalk and Veterans Pier. The scope of work includes the repair and/or replacement of structural components damaged by Hurricane Matthew.

Associates Roofing and Construction, Inc. submitted the lowest bid, in the amount of \$62, 418.00, inclusive of the alternate for repair of a portion of sidewalk settlement and bulkhead repair.

It is noted that based upon discussions with the IRF adjuster, this amount should be covered by IRF. We will confirm this prior to award.

Based on the aforementioned, I hereby recommend that the award of Bid #16-114 Structural Remediation at MI Marshwalk and Veterans Pier go to Associates Roofing and Construction, Inc. in the amount of \$62,418.00.

Item Number: 6.f  
Meeting Date: 1/24/2017  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #17-010, Type III Ambulance Remount

**CURRENT STATUS:**

A 2009 GMC Type III Ambulance assigned to County Fire and EMS (District 1) originally built by Taylor Made Ambulance has a blown engine and other issues that render it inoperative. The ambulance box can be remounted on a new cab and chassis more economically than the purchase of a new unit. In remounting an ambulance box onto a new cab and chassis, the County's preferred process is to return the unit back to the original fabricator, who then brings the ambulance back to current standards on a replacement chassis.

**POINTS TO CONSIDER:**

- 1) The original ambulance fabrication was by Taylor Made Ambulance of Newport, AR (Bid #09-032) and was mounted on a 2009 GMC4500 for a total cost of \$145,551.00 (tax inclusive).
- 2) The department recommends utilizing the original fabricator to facilitate the remount, so that the original equipment manufacturer (OEM) specifications and warranties are maintained for the integrity of the unit.
- 3) Taylor Made Ambulance is a participating member of the **North Central EMS Corporation (NCEMSC)** cooperative, of which the County is an authorized participant as a SC County.
- 4) To remount the 2009 Type I ambulance body (box) onto a 2017 Ford F-450 diesel powered cab and chassis utilizing the cooperative agreement, will cost \$106,750.00 (tax inclusive). For comparison, the last new unit ordered was \$191,400.00.

**FINANCIAL IMPACT:**

This is an unanticipated breakdown, not previously budgeted. However, Finance has determined there is sufficient contingency in the 499 CERP fund to fully fund the remount. The refurbished ambulance will be part of the Municipal Lease Purchase Plan for Fiscal Year (FY) 2017, at a cost of \$106,750 including the \$300 maximum SC Sales Tax. (G/L 499.999 70713).

**OPTIONS:**

- 1) Approve the remount of the 2009 Taylor Made Type I Ambulance onto a 2017 Ford F-450 diesel powered cab and chassis under the cooperative agreement, not to exceed \$106,750.00;  
OR
- 2) Decline to replace the out of service ambulance.

**STAFF RECOMMENDATIONS:**

The specifications and requirement for the remount were reviewed by Georgetown County Fire and EMS, who recommends that the County utilize Taylor Made Ambulance so that OEM specifications and warranties are maintained for the integrity of the unit. The cost at \$106,750.00 is in the best interest of Georgetown County. The County has a prior successful

history working with Taylor Made.

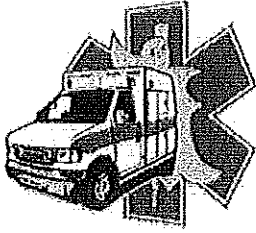
**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ SAWICK Buying Group Quote	Backup Material
▣ Recommendation from Emergency Services	Backup Material





## TAYLOR MADE AMBULANCE

3704 Medallion Place  
Newport, AR 72112

1-800-468-1310  
1-870-523-9560

Georgetown County EMS  
Attn. Tony Hucks

Dear Mr. Hucks

Taylor Made Ambulances appreciates this opportunity to bid on your emergency vehicle requirements and is pleased to submit the following proposal for your review and consideration.

A new 2017 Ford E-450 Type III gas remount & complete refurbishment constructed per your requirements would be \$90,685. This includes transportation from your location and delivery of the completed ambulance. We can provide delivery within 60- 90 working days after receipt of your ambulance. Taylor Made Ambulances is a full line emergency vehicles manufacturer and remount facility. We are custom builder who will work closely with the purchaser to ensure that their new ambulance will meet their specific needs and requirements.


A new 2017 Ford E-450 Type I diesel remount & complete refurbishment constructed per your requirements would be \$106,450. This includes transportation from your location and delivery of the completed ambulance. We can provide delivery within 60- 90 working days after receipt of your ambulance.

We are also members of the Ford Qualified Vehicle Modifier (QVM) program, the National Truck Equipment Association (NTEA) and our ambulances are fully certified to meet all Federal KKK-A-1822 requirements.

The ambulance will have all new warranties since we are doing a complete refurbishment of it.

Again, thank you for this opportunity to bid on your emergency Vehicle requirements. Should you have any questions or need additional information, please do not hesitate to contact us at (800)468-1310.

Respectfully yours,

  
Joseph M. Taylor  
President  
Taylor Made Ambulances



## Georgetown County Fire/EMS

3605 Highmarket Street  
Georgetown, SC 29440  
Phone: (843) 545-3271  
Fax: (843) 545-3646



“Life Safety and Property Conservation”

**Fire/EMS Chief**  
Mack Reed Jr.  
**Assistant Chief**  
Tony Hucks

**County Administrator**  
Sel Hemingway

To: Kyle Prufer  
Purchasing

From: Mack Reed  
County Fire/EMS

Date: January 18, 2017

Ref: Ambulance Remount

The department currently has an ambulance out of service due to engine problems and the patient compartment box will be remounted on a new 2017 Ford F-450 Type I diesel chassis. The department is approving Taylor Made Ambulance to refurbish and remount the patient compartment box on to this new chassis. This purchase will be at the quoted price of \$106,450.

If you have any questions please let me know.

Item Number: 6.g  
Meeting Date: 1/24/2017  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Emergency Services

**ISSUE UNDER CONSIDERATION:**

- 1) Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, Medshore Ambulance Service, Inc., MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC are re-applying to renew their annual Ambulance Franchise Agreement in order to continue operating their patient transport services within Georgetown County.
- 2) Request to renew the Mutual Aid Agreements between Georgetown County Emergency Medical Services and each of the private ambulance services listed above.

Note: ParaBasic will not be renewing their franchise agreement as they are no longer in business.

**CURRENT STATUS:**

Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, Medshore Ambulance Service Inc., MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC, are currently approved to operate in Georgetown County.

**POINTS TO CONSIDER:**

- 1) Adams Life Link Ambulance, LLC, Advance Medical Transport, LLC, Medshore Ambulance Service Inc., MedTrust Medical Transport, LLC and Mobi-Care Medical Transport, LLC provide patient transport services and do not compete with the 9-1-1 system. They provide inter-facility transports, doctors' office visits, dialysis center transports, etc. This allows Georgetown County Emergency Medical Services to focus on emergent 9-1-1 calls within the county.
- 2) As part of the Private Ambulance Franchise Ordinance private ambulance services must complete an application with a \$1,000.00 application fee and enter into a Mutual Aid Agreement with Georgetown County.

**FINANCIAL IMPACT:**

\$1,000.00 Application Fee

**OPTIONS:**

- 1) Renew Franchise Applications and approve Mutual Aid Agreements.
- 2) Reject applications and agreements.

**STAFF RECOMMENDATIONS:**

Renew and sign agreements.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
Private Ambulance Service Franchise RENEWAL - Adams Life Link Ambulance	Cover Memo

- ▢ Private Ambulance Service Franchise RENEWAL - Cover Memo  
Advance Medical Transport
- ▢ Private Ambulance Service Franchise RENEWAL - Cover Memo  
Med-Shore Ambulance Service
- ▢ Private Ambulance Service Franchise RENEWAL - Cover Memo  
MedTrust Medical Transport
- ▢ Private Ambulance Service Franchise RENEWAL - Cover Memo  
Mobi-Care Medical Transport



Georgetown County

Application for Private Ambulance Service  
Franchise

(Please Print or Type)

Company Name: Adams Life Link Ambulance LLC

Owner(s) Name: Matt Adams

Date of Application: 12-15-16

Company Address: 3250 S. Fraser St., Georgetown, S.C. 29440

Company Mailing Address (If  
Different): P.O. Box 1040 Kingstree, S.C. 29556

South Carolina DHEC Provider/Permit No: 241

No. of Licensed Units in Fleet: 19

No. of South Carolina certified staff: 35

No. of South Carolina non-certified staff: 10

Name of Services' SC Licensed Medical Control Physician: SASRINA O'BRIEN MD

Private ambulance services wishing to operate in Georgetown County, South Carolina shall be authorized through the Georgetown County Council. A private ambulance service must be granted a franchise, subject to the guidelines of the Georgetown County Code, Article IV. Standards and Procedures for Franchising of Private Ambulance Services, Ordinance 13.8-61 through 13.8-79. Private ambulance services must submit a franchise application, along with a \$1000.00 application fee, and a Certificate of Insurance meeting the requirements of the Ordinance. The franchise application will then be reviewed by the Georgetown County Council and Council will determine if a franchise will be granted. Applicants must be able to satisfy all of the franchise requirements listed on this application and within the Ordinance.



- o Compliance with all applicable laws, codes, ordinances, and regulations.
- o Shall at no time compete with Georgetown County or any agency obligated by Georgetown County to deliver Emergency Medical Services.
- o Franchisee shall have and maintain liability insurance no less than the amounts listed below:
  1. \$500,000.00 medical malpractice liability per occurrence.
  2. \$1,000,000.00 general liability in the aggregate.
  3. \$500,000.00 for property damage liability.
- o Franchisee shall sign and file with the county administrator an equal employment opportunity statement and shall so advertise as an equal employment employer.
- o Franchisee shall file a monthly report with the county administrator to include call volume, running time, breakdown of destination, roster of employees with level of certification.
- o Franchisee shall maintain an office in Georgetown County. This office shall be the official office of the franchisee to which all notices, correspondence, complaints, and other communications from the county shall be sent.
- o Franchisee shall comply with "The Emergency Medical Services Act of South Carolina" (Act 1118 of 1974, section 13.8-644-61-105) and Regulation 61-7 of the South Carolina Department of Health and Environmental Control.
- o A franchise shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

I certify that all information in this application is complete and accurate.  
 I certify that applicants Private Ambulance Service are in compliance with all local, state, and federal laws and regulations. I understand the county administrator or his designee has the right to inspect the franchisee's vehicles, equipment, and personnel at any time without prior notice. I understand that franchisee must maintain the level of care deemed appropriate by the Georgetown County Medical Control Physician.

William M. Adams  
 Signature of Applicant

12-15-16  
 Date

William M. Adams  
 Please Print Signature  
Manager / Director  
 Title of Applicant

For Georgetown County Use Only:

Franchise Fee Paid: ☒ Yes ☐ No Amount: \$ 1,000.00  
 Director Approved: ☐ Yes ☐ No



**Georgetown County  
Georgetown, SC**

**MUTUAL AID AGREEMENT**

**Georgetown County Emergency Medical Services  
Adams Life Link Ambulance, LLC**

This agreement by and between the undersigned parties is entered into for the purposes of securing to each the benefits of mutual aid in the Emergency Medical Services for the protection of human life, to reduce human and suffering and for the protection of property. This agreement is specific in its terms that the private ambulance service shall provide mutual aid in the event Georgetown County Emergency Medical Services request aid when additional ambulances are needed during an emergency when all Georgetown County resources are exhausted. Georgetown County Emergency Medical Services will provide aid to the private ambulance service in the event of an emergency when Advanced Life Support is warranted within the borders of Georgetown County and not for the purposes of providing aid to cover non-emergent calls that arise during course of day to day operations of the private ambulance service.

**IT IS AGREED THAT:**

Upon a request hereto the other parties agree to dispatch to the requesting party ambulance personnel and equipment subject to the following conditions:

1. Any request under this agreement shall include specific information regarding the type of response needed and the number of personnel requested as well as the location to which they shall report to provide requested mutual aid.
2. The parties agree that all personnel and equipment dispatched to a request for mutual aid shall be employees and owned equipment of the providing party.
3. The parties agree that no reimbursement shall be requested or made as a result of injury to personnel or damage to equipment resulting from mutual aid provided pursuant to this agreement.
4. In the event a providing party's personnel and equipment needs to return to that entities jurisdiction, the requesting party hereby agrees to immediately release such personnel and equipment.
5. The parties agree that each service will bill for their own services rendered when delivering treatment and transport in the other party's jurisdiction, however, the



- private service when providing mutual aid to Georgetown County agrees to bill at the rates approved by Georgetown County Council for delivery of its services.
6. Upon notification or availability of resources, both parties agree to provide services only at the level for which the franchisee's service is licensed by the SC DHEC Division of EMS, as required by DHEC all attendants rendering patient care must be certified by DHEC as an (EMT, EMT-I, or EMT Paramedic). At all times, a certified attendant will accompany patients in patient care compartments of the responding/transporting Unit(s).
  7. Parties will follow Protocols set forth by their Medical Control Physician.
  8. Each Party will agree to allow individual services to follow the established services' SOP/SOGS, with out interference.
  9. In the event a service has mechanical problems or the patient being transported meets criteria for ALS transport mutual aid is warranted.

Any party to this agreement may, in its sole discretion, elect to terminate its participation in this agreement by providing 60 day written notice of termination to each of the parties. In that event, such termination shall only be effective as to the requesting party. This agreement shall remain in full force and effect for the remaining parties for the term of the franchise unless terminated as provided herein. This agreement shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND.**

**SIGNATURES:**

**Adams Life Link Ambulance, LLC**

Owner(s) signature of Private Ambulance Franchise:

William M. Adams

Printed Name: William M. Adams

Date: 12-15-16

**Georgetown County Emergency Medical Services**

County Council's signature: \_\_\_\_\_

County Council's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



P.O. Box 640  
Kingstree, SC 29556  
Phone: 843-355-9112  
Fax: 843-355-9122

January 5<sup>th</sup>, 2017

Equal Employment Opportunity

Georgetown County Fire/EMS  
3605 Highmarket Street  
Georgetown, SC 29440

To Whom It May Concern:

Adams Life Link Ambulance, L.L.C. is an Equal Employment Opportunity Employer and enforces Federal Laws prohibiting employment discrimination. Unfair treatment because of race, color, religion, sex (including pregnancy), national origin, age (40 or older), and/or disability of any individual is not tolerated. Harassment of any nature by managers or co-workers will be addressed immediately. Any reasonable workplace accommodations that are needed due to religious beliefs or disability will be accommodated. Thank you for the opportunity to serve Georgetown County. Any questions or concerns please be at liberty to contact me at 843-687-6147.

Sincerely,

William M. Adams  
Manager/Director





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> KeenanSuggs 1330 Lady Street  Columbia SC 29201		<b>CONTACT NAME:</b> Dara Williams <b>PHONE (A/C, No. Ext):</b> (803) 799-5533 <b>FAX (A/C, No):</b> (803) 771-0166 <b>E-MAIL ADDRESS:</b> dwilliams@keanansuggs.com	
<b>INSURED</b> Adams Life Link Ambulance, LLC PO Box 640  Kingstree SC 29556		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Berkley Southeast Insurance Group <b>INSURER B:</b> Breckenridge Insurance Services <b>INSURER C:</b> Eastern Alliance Insurance Group <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 10724	

**COVERAGES**

CERTIFICATE NUMBER: 2016-2017 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CNA4307866	3/4/2016	3/4/2017	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 3,000,00 PRODUCTS - COMP/OP AGG \$ 3,000,00 SEXUAL ABUSE COVERAGE \$ 1,000,00 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,00
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CNA4307866 Collision Ded: \$1,000 Comp. Ded: \$1,000	3/4/2016	3/4/2017	EACH OCCURRENCE \$ 1,000,00 AGGREGATE \$ 1,000,00
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BINDER	3/4/2016	3/4/2017	Underinsured motorist \$ 1,000,00 EACH OCCURRENCE \$ 1,000,00 AGGREGATE \$ 1,000,00
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	01000055529501	4/23/2015	4/23/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tripp Lee/MDB



ADAMS LIFE LINK AMBULANCE LLC  
11 DESIGNER ST  
KINGSTREE, SC 29556

4756

67.98/532

When held to light, if numbers are not present, do not cash. See back for additional security features.

PAY  
TO THE  
ORDER OF

Georgetown County

DATE Dec 15, 2016

SECURE  
CHECK  
AMOUNT

 SOUTH STATE BANK  
SouthStateBank.com

\$ 1,000.00

SECURITY  
CHECK  
AMOUNT

FOR Franchise fee

William M. Allen

⑈004756⑈ ⑆053200983⑆3106025297⑈



Georgetown County

## Application for Private Ambulance Service Franchise

(Please Print or Type)

Company Name: Advance Medical Transport, LLC

Owner(s) Name: Theresa and Picard

Date of Application: 12/31/16

Company Address: 375 Nicholas Street Unit A M I, SC 29576

Company Mailing Address (If Different): 309 P.O. Box 8069 M I, SC 29578

South Carolina DHEC Provider/Permit No: 314

No. of Licensed Units in Fleet: 8

No. of South Carolina certified staff: 26

No. of South Carolina non-certified staff: 6

Name of Services' SC Licensed Medical Control Physician: Dr. Richard Schmitt

Private ambulance services wishing to operate in Georgetown County, South Carolina shall be authorized through the Georgetown County Council. A private ambulance service must be granted a franchise, subject to the guidelines of the Georgetown County Code, Article IV. Standards and Procedures for Franchising of Private Ambulance Services, Ordinance 13.8-61 through 13.8-79. Private ambulance services must submit a franchise application, along with a \$1000.00 application fee, and a Certificate of Insurance meeting the requirements of the Ordinance. The franchise application will then be reviewed by the Georgetown County Council and Council will determine if a franchise will be granted. Applicants must be able to satisfy all of the franchise requirements listed on this application and within the Ordinance.

- Compliance with all applicable laws, codes, ordinances, and regulations.
- Shall at no time compete with Georgetown County or any agency obligated by Georgetown County to deliver Emergency Medical Services.
- Franchisee shall have and maintain liability insurance no less than the amounts listed below:
  1. \$500,000.00 medical malpractice liability per occurrence.
  2. \$1,000,000.00 general liability in the aggregate.
  3. \$500,000.00 for property damage liability.
- Franchisee shall sign and file with the county administrator an equal employment opportunity statement and shall so advertise as an equal employment employer.
- Franchisee shall file a monthly report with the county administrator to include call volume, running time, breakdown of destination, roster of employees with level of certification.
- Franchisee shall maintain an office in Georgetown County. This office shall be the official office of the franchisee to which all notices, correspondence, complaints, and other communications from the county shall be sent.
- Franchisee shall comply with "The Emergency Medical Services Act of South Carolina" (Act 1118 of 1974, section 13.8-644-61-105) and Regulation 61-7 of the South Carolina Department of Health and Environmental Control.
- A franchise shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

I certify that all information in this application is complete and accurate.

I certify that applicants Private Ambulance Service are in compliance with all local, state, and federal laws and regulations. I understand the county administrator or his designee has the right to inspect the franchisee's vehicles, equipment, and personnel at any time without prior notice. I understand that franchisee must maintain the level of care deemed appropriate by the Georgetown County Medical Control Physician.

Theresa A. Pinnel  
 Signature of Applicant  
Theresa A. Pinnel  
 Please Print Signature  
Owner  
 Title of Applicant

12/31/16  
 Date

**For Georgetown County Use Only:**

Franchise Fee Paid: ☒ Yes ☐ No Amount: \$1,000.00  
 Director Approved: ☐ Yes ☐ No





**Georgetown County  
Georgetown, SC**

**MUTUAL AID AGREEMENT**

**Georgetown County Emergency Medical Services  
Advance Medical Transport**

This agreement by and between the undersigned parties is entered into for the purposes of securing to each the benefits of mutual aid in the Emergency Medical Services for the protection of human life, to reduce human and suffering and for the protection of property. This agreement is specific in its terms that the private ambulance service shall provide mutual aid in the event Georgetown County Emergency Medical Services request aid when additional ambulances are needed during an emergency when all Georgetown County resources are exhausted. Georgetown County Emergency Medical Services will provide aid to the private ambulance service in the event of an emergency when Advanced Life Support is warranted within the borders of Georgetown County and not for the purposes of providing aid to cover non-emergent calls that arise during course of day to day operations of the private ambulance service.

**IT IS AGREED THAT:**

Upon a request hereto the other parties agree to dispatch to the requesting party ambulance personnel and equipment subject to the following conditions:

1. Any request under this agreement shall include specific information regarding the type of response needed and the number of personnel requested as well as the location to which they shall report to provide requested mutual aid.
2. The parties agree that all personnel and equipment dispatched to a request for mutual aid shall be employees and owned equipment of the providing party.
3. The parties agree that no reimbursement shall be requested or made as a result of injury to personnel or damage to equipment resulting from mutual aid provided pursuant to this agreement.
4. In the event a providing party's personnel and equipment needs to return to that entities jurisdiction, the requesting party hereby agrees to immediately release such personnel and equipment.
5. The parties agree that each service will bill for their own services rendered when delivering treatment and transport in the other party's jurisdiction, however, the

- private service when providing mutual aid to Georgetown County agrees to bill at the rates approved by Georgetown County Council for delivery of its services.
6. Upon notification or availability of resources, both parties agree to provide services only at the level for which the franchisee's service is licensed by the SC DHEC Division of EMS, as required by DHEC all attendants rendering patient care must be certified by DHEC as an (EMT, EMT-I, or EMT Paramedic). At all times, a certified attendant will accompany patients in patient care compartments of the responding/transporting Unit(s).
  7. Parties will follow Protocols set forth by their Medical Control Physician.
  8. Each Party will agree to allow individual services to follow the established services' SOP/SOGS, with out interference.
  9. In the event a service has mechanical problems or the patient being transported meets criteria for ALS transport mutual aid is warranted.

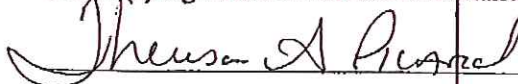
Any party to this agreement may, in its sole discretion, elect to terminate its participation in this agreement by providing 60 day written notice of termination to each of the parties. In that event, such termination shall only be effective as to the requesting party. This agreement shall remain in full force and effect for the remaining parties for the term of the franchise unless terminated as provided herein. This agreement shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND.**

**SIGNATURES:**

**Advance Medical Transport**

Owner(s) signature of Private Ambulance Franchise:



Printed Name: Theresa A. Pizarro

Date: 12/31/14

**Georgetown County Emergency Medical Services**

County Council's signature: \_\_\_\_\_

County Council's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_





To: Georgetown County

Date: December 21, 2016

From: Theresa Picard  
Advance Medical Transport, LLC

Re: Equal Opportunity Employer Statement

Advance Medical Transport, LLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws. Advance Medical Transport, LLC complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

Advance Medical Transport, LLC expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Advance Medical Transport, LLC's employees to perform their expected job duties is absolutely not tolerated.

Sincerely,

A handwritten signature in cursive script that reads "Theresa A. Picard".

Theresa Picard

875 Nicholas Street Unit A  
Murrells Inlet, SC 29576

Mailing address:  
PO Box 8069  
Myrtle Beach, SC 29578  
843-903-4268 office  
843-903-3332 fax



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KeenanSuggs 1330 Lady Street  Columbia SC 29201	CONTACT NAME: Dara Williams PHONE (A/C, No, Ext): (803) 799-5533 FAX (A/C, No): (803) 771-0166 E-MAIL: dwilliams@keenanSuggs.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Co INSURER B: Berkley Southeast Insurance Group INSURER C: Accident Fund Insurance 10166 INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: 2016-2017 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AD5151151	1/28/2016	1/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Professional Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CNA430713640	1/28/2016	1/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV6106625	12/10/2015	12/10/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Georgetown County EMS

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tripp Lee/MDb

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ADVANCE MEDICAL TRANSPORT LLC  
LIMITED LIABILITY CO.  
PO BOX 8069  
MYRTLE BEACH SC 29578

1548

67-98/532

PAY  
TO THE  
ORDER OF

Georgetown County

DATE 12/21/16

CHECK NUMBER

One thousand dollars + 89/100

\$ 1000.89

DOLLARS

 SOUTH STATE BANK

SouthStateBank.com (800) 277-2175

FOR

Sharon A. Grant

⑆001548⑆ ⑆053200983⑆0060058885⑆



Georgetown County

PAD  
CHK#62257

Application for Private Ambulance Service  
Franchise

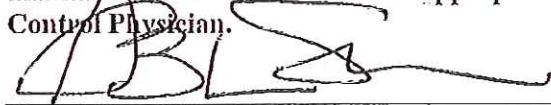
(Please Print or Type)  
Company Name: Medshore Ambulance Service  
Owner(s) Name: Greg L. Shore  
Date of Application: 12/14/2016  
Company Address: 103 Queen Street, Georgetown, SC 29440  
Company Mailing Address (If  
Different): PO Box 6 Anderson, SC 29621  
South Carolina DHEC Provider/Permit No: 224  
No. of Licensed Units in Fleet: 97  
No. of South Carolina certified staff: 382  
No. of South Carolina non-certified staff: 126  
Name of Services' SC Licensed Medical Control Physician: James Dunda, MD

Private ambulance services wishing to operate in Georgetown County, South Carolina shall be authorized through the Georgetown County Council. A private ambulance service must be granted a franchise, subject to the guidelines of the Georgetown County Code, Article IV. Standards and Procedures for Franchising of Private Ambulance Services, Ordinance 13.8-61 through 13.8-79. Private ambulance services must submit a franchise application, along with a \$1000.00 application fee, and a Certificate of Insurance meeting the requirements of the Ordinance. The franchise application will then be reviewed by the Georgetown County Council and Council will determine if a franchise will be granted. Applicants must be able to satisfy all of the franchise requirements listed on this application and within the Ordinance.

- Compliance with all applicable laws, codes, ordinances, and regulations.
- Shall at no time compete with Georgetown County or any agency obligated by Georgetown County to deliver Emergency Medical Services.
- Franchisee shall have and maintain liability insurance no less than the amounts listed below:
  1. \$500,000.00 medical malpractice liability per occurrence.
  2. \$1,000,000.00 general liability in the aggregate.
  3. \$500,000.00 for property damage liability.
- Franchisee shall sign and file with the county administrator an equal employment opportunity statement and shall so advertise as an equal employment employer.
- Franchisee shall file a monthly report with the county administrator to include call volume, running time, breakdown of destination, roster of employees with level of certification.
- Franchisee shall maintain an office in Georgetown County. This office shall be the official office of the franchisee to which all notices, correspondence, complaints, and other communications from the county shall be sent.
- Franchisee shall comply with "The Emergency Medical Services Act of South Carolina" (Act 1118 of 1974, section 13.8-644-61-105) and Regulation 61-7 of the South Carolina Department of Health and Environmental Control.
- A franchise shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

I certify that all information in this application is complete and accurate.

I certify that applicants Private Ambulance Service are in compliance with all local, state, and federal laws and regulations. I understand the county administrator or his designee has the right to inspect the franchisee's vehicles, equipment, and personnel at any time without prior notice. I understand that franchisee must maintain the level of care deemed appropriate by the Georgetown County Medical Control Physician.



Signature of Applicant  
Greg L. Shore

12/14/2016

Date

Please Print Signature  
CEO

Title of Applicant

For Georgetown County Use Only:

Franchise Fee Paid: ☒ Yes ☐ No Amount: \$ 1,000.00

Director Approved: ☐ Yes ☐ No





**Georgetown County  
Georgetown, SC**

**MUTUAL AID AGREEMENT**

Georgetown County Emergency Medical Services  
Medshore Ambulance Service, Inc.

This agreement by and between the undersigned parties is entered into for the purposes of securing to each the benefits of mutual aid in the Emergency Medical Services for the protection of human life, to reduce human and suffering and for the protection of property. This agreement is specific in its terms that the private ambulance service shall provide mutual aid in the event Georgetown County Emergency Medical Services request aid when additional ambulances are needed during an emergency when all Georgetown County resources are exhausted. Georgetown County Emergency Medical Services will provide aid to the private ambulance service in the event of an emergency when Advanced Life Support is warranted within the borders of Georgetown County and not for the purposes of providing aid to cover non-emergent calls that arise during course of day to day operations of the private ambulance service.

**IT IS AGREED THAT:**

Upon a request hereto the other parties agree to dispatch to the requesting party ambulance personnel and equipment subject to the following conditions:

1. Any request under this agreement shall include specific information regarding the type of response needed and the number of personnel requested as well as the location to which they shall report to provide requested mutual aid.
2. The parties agree that all personnel and equipment dispatched to a request for mutual aid shall be employees and owned equipment of the providing party.
3. The parties agree that no reimbursement shall be requested or made as a result of injury to personnel or damage to equipment resulting from mutual aid provided pursuant to this agreement.
4. In the event a providing party's personnel and equipment needs to return to that entities jurisdiction, the requesting party hereby agrees to immediately release such personnel and equipment.
5. The parties agree that each service will bill for their own services rendered when delivering treatment and transport in the other party's jurisdiction, however, the

private service when providing mutual aid to Georgetown County agrees to bill at the rates approved by Georgetown County Council for delivery of its services.

6. Upon notification or availability of resources, both parties agree to provide services only at the level for which the franchisee's service is licensed by the SC DHEC Division of EMS, as required by DHEC all attendants rendering patient care must be certified by DHEC as an (EMT, EMT-I, or EMT Paramedic). At all times, a certified attendant will accompany patients in patient care compartments of the responding/transporting Unit(s).
7. Parties will follow Protocols set forth by their Medical Control Physician.
8. Each Party will agree to allow individual services to follow the established services' SOP/SOGS, with out interference.
9. In the event a service has mechanical problems or the patient being transported meets criteria for ALS transport mutual aid is warranted.

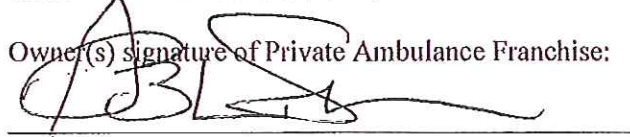
Any party to this agreement may, in its sole discretion, elect to terminate its participation in this agreement by providing 60 day written notice of termination to each of the parties. In that event, such termination shall only be effective as to the requesting party. This agreement shall remain in full force and effect for the remaining parties for the term of the franchise unless terminated as provided herein. This agreement shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND.**

**SIGNATURES:**

**Medshore Ambulance Service, Inc.**

Owner(s) signature of Private Ambulance Franchise:



Printed Name: Greg L. Shore

Date: 12/14/2016

**Georgetown County Emergency Medical Services**

County Council's signature: \_\_\_\_\_

County Council's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_





## MEDSHORE AMBULANCE SERVICE POLICIES & PROCEDURES

**Policy # 224 EQUAL EMPLOYMENT OPPORTUNITY (EEO)  
&  
WORKFORCE DIVERSITY POLICY**

**Type:** Human Resources **Pages:** 4

**Review Date:** (Original Date) June 1, 1999  
(Revised Date) July 31, 2003  
(Revised Date) December 5, 2006  
(Revised Date) November 20, 2009  
(Revised Date) July 23, 2012  
(Revised Date) January 6, 2015

**CAAS Ref #:** 103.01 – 103.01.01 – 106.05 – 106.05.02 – 106.05.03

**APPROVED BY:** Greg L. Shore Rodney L. Wilson  
Greg L. Shore Rodney L. Wilson  
Chief Executive Officer Chief Compliance & Professional  
Standards Officer

**Policy:**

Medshore Ambulance Service reaffirms its commitment that discrimination on the basis of race, color, sex, national origin, age, religion, marital status, disability, Vietnam era veteran status, sexual orientation, familial status, socioeconomic status, or any other extraneous consideration not directly and substantively related to effective job performance will not be practiced in any of the company's activities. Also, there shall be no discrimination because of age except in compliance with state or federal laws and guidelines.

Medshore Ambulance Service's objectives are to:

1. Make no inquiry regarding race, ethnicity, gender, disability, religion, national origin, sexual orientation, marital status, veteran status or genetic information will be made.
2. Request Age of applicant only if minimum age requirement appears to be in doubt and/or required for specific purposes (i.e. insurance).
3. Make every reasonable effort to utilize women and minority group employees in all job classifications, at a minimum, in proportion to the availability of minority group members and women in the population of the identified recruitment area.
4. Abide by the equal employment opportunity requirements of the State of South Carolina.



5. Recruit, hire, train and promote persons in all job titles without regard to race, color, sex, national origin, age, religion, marital status, disability, Vietnam era veteran status, sexual orientation, familial status, socioeconomic status, or any other extraneous consideration not directly and substantively related to effective job performance.
6. Administer all personnel actions, including, but not limited to compensation, promotions, benefits, training, and education without regard to race, color, sex, national origin, age, religion, marital status, disability, Vietnam era veteran status, sexual orientation, familial status, socioeconomic status, or any other extraneous consideration not directly and substantively related to effective job performance.

## **WORKFORCE DIVERSITY**

One of the many goals of an excellent organization is the successful preparation of all its employees as responsible adults in a dynamic and ever changing society. An important component is that of diversity. Diversity requires all employees to understand and respect differences: differences in race, culture, religion, gender, abilities and socioeconomic factors. But diversity is also about diversity of thought, diversity of values, and diversity of perspectives. For employees to respect and value diversity, they must experience adult workers who are reflective of the varied cultures and backgrounds that make up our community and our nation.

Medshore Ambulance Service recognizes the importance of workforce diversity and its role in the education of its employees. Therefore, Medshore has established and implemented a Workforce Diversity Plan, which contains two major objectives.

- The Workforce Diversity Plan is intended to promote nondiscrimination, and the respecting and valuing of diversity in all employment matters. It reaffirms the company's commitment to equal employment opportunity without regard to race, color, sex, national origin, age, religion, marital status, disability, Vietnam era veteran status, sexual orientation, familial status, socioeconomic status, or any other extraneous consideration not directly and substantively related to effective job performance.
- The Workforce Diversity Plan also is intended to promote the recruitment, hiring, advancement, and retention of racial/ethnic minorities, women (and in some cases, men), and people with disabilities in all segments of the company's workforce. To accomplish this objective, it will be the policy of the company to undertake affirmative action efforts that recognize and value the racial/ethnic minority, gender, or disability status of employees and applicants for employment as an additional and positive qualification to those that are specific to job requirements. As such, the racial/ethnic minority, gender, or disability status of candidates will be considered in employment decisions when such persons are finalists for a position in a job group where they are underrepresented, and the finalists are equally well qualified.

The Medshore Chief Executive Officer and the Senior Management staff reaffirm its strong commitment to the principles of equal employment opportunity and the taking of affirmative action leading to workforce diversity. It is the duty and obligation of all employees to support and aid in all appropriate ways the implementation of the Workforce Diversity Plan. A copy of the workforce diversity plan may be obtained from the Medshore Human Resources Department or a member of Senior Management.





# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).



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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



Client#: 134328

MEDSH2

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Regions Insurance Inc - Athens</b> <b>1150 Julian Drive</b> <b>Suite 200</b> <b>Watkinsville, GA 30677</b>		<b>CONTACT NAME:</b> Misty Binkley <b>PHONE (A/C, No, Ext):</b> 678 726-0540 <b>FAX (A/C, No):</b> 770 725-5282 <b>E-MAIL ADDRESS:</b> Misty.Binkley@regions.com	
<b>INSURED</b> <b>Medshore Ambulance Service, Inc.</b> <b>PO Box 6</b> <b>Anderson, SC 29622</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Capitol Specialty Insurance Cor <b>INSURER B:</b> Old Republic Insurance Company <b>INSURER C:</b> Travelers Indemnity Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>10328</b> <b>24147</b> <b>25658</b>

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

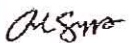
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EBL \$1m <input checked="" type="checkbox"/> Sex. Abuse \$1m GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	X	MM2016230801	06/01/2016	06/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 Prof Liab \$1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB307592	06/01/2016	06/01/2017	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					\$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC307591	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Commercial Prop		QT6608736M444TIL15	12/01/2015	12/01/2016	per policy limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Proof Of Insurance</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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P.O. Box 6 • 1007 N. Fant St • Anderson, SC 29622 • 864-260-4600

WELLS FARGO  
ANDERSON, S.C. 2962167-776  
532

Check Number: 062257

Dec 30, 2016

PAY  
TO THE  
ORDER OF Georgetown County \$1,000.00

One Thousand and 00/100 Dollars

DOLLARS

Georgetown County  
PO Box 421270  
129 Screven Street  
Georgetown, SC 29442-4200

*Justin F. Love*  
AUTHORIZED SIGNATURE



⑈062257⑈ ⑆053207766⑆ 2000057865869⑈

062257

Georgetown County  
Memo:

Check Number: 62257  
Check Date: Dec 30, 2016  
Check Amount: \$1,000.00

Invoice	Date	Discount Taken	Amount Paid	Quantity	Description
2017 Franchise	12/1/16		1,000.00	1.00	Franchise Agreement



062257

Georgetown County  
Memo:

Check Number: 62257  
Check Date: Dec 30, 2016  
Duplicate  
Check Amount: \$1,000.00

Invoice	Date	Discount Taken	Amount Paid	Quantity	Description
2017 Franchise	12/1/16		1,000.00	1.00	Franchise Agreement



*Glenn  
Franchise*





Georgetown County

**Application for Private Ambulance Service  
Franchise**

(Please Print or Type)

Company Name: MedTrust Medical Transport LLC

Owner(s) Name: Josh watts

Date of Application: 11/3/17

Company Address: 3944 US17 Bypass South Unit 5 Myrtle Beach SC

Company Mailing Address (If  
Different): 450 Deanna Ln Suite G Charleston SC 29492

South Carolina DHEC Provider/Permit No: 306

No. of Licensed Units in Fleet: 13

No. of South Carolina certified staff: 24

No. of South Carolina non-certified staff: 7

Name of Services' SC Licensed Medical Control Physician: Dr. Eric S. Brittain

Private ambulance services wishing to operate in Georgetown County, South Carolina shall be authorized through the Georgetown County Council. A private ambulance service must be granted a franchise, subject to the guidelines of the Georgetown County Code, Article IV. Standards and Procedures for Franchising of Private Ambulance Services, Ordinance 13.8-61 through 13.8-79. Private ambulance services must submit a franchise application, along with a \$1000.00 application fee, and a Certificate of Insurance meeting the requirements of the Ordinance. The franchise application will then be reviewed by the Georgetown County Council and Council will determine if a franchise will be granted. Applicants must be able to satisfy all of the franchise requirements listed on this application and within the Ordinance.

- Compliance with all applicable laws, codes, ordinances, and regulations.
- Shall at no time compete with Georgetown County or any agency obligated by Georgetown County to deliver Emergency Medical Services.
- Franchisee shall have and maintain liability insurance no less than the amounts listed below:
  1. \$500,000.00 medical malpractice liability per occurrence.
  2. \$1,000,000.00 general liability in the aggregate.
  3. \$500,000.00 for property damage liability.
- Franchisee shall sign and file with the county administrator an equal employment opportunity statement and shall so advertise as an equal employment employer.
- Franchisee shall file a monthly report with the county administrator to include call volume, running time, breakdown of destination, roster of employees with level of certification.
- Franchisee shall maintain an office in Georgetown County. This office shall be the official office of the franchisee to which all notices, correspondence, complaints, and other communications from the county shall be sent.
- Franchisee shall comply with "The Emergency Medical Services Act of South Carolina" (Act 1118 of 1974, section 13.8-644-61-105) and Regulation 61-7 of the South Carolina Department of Health and Environmental Control.
- A franchise shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

I certify that all information in this application is complete and accurate.  
 I certify that applicants Private Ambulance Service are in compliance with all local, state, and federal laws and regulations. I understand the county administrator or his designee has the right to inspect the franchisee's vehicles, equipment, and personnel at any time without prior notice. I understand that franchisee must maintain the level of care deemed appropriate by the Georgetown County Medical Control Physician.

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Please Print Signature

\_\_\_\_\_  
 Title of Applicant

For Georgetown County Use Only:

Franchise Fee Paid: ☒ Yes ☐ No Amount: \$ 1,000.00

Director Approved: ☐ Yes ☐ No





**Georgetown County  
Georgetown, SC**

**MUTUAL AID AGREEMENT**

**Georgetown County Emergency Medical Services  
MedTrust Medical Transport, LLC**

This agreement by and between the undersigned parties is entered into for the purposes of securing to each the benefits of mutual aid in the Emergency Medical Services for the protection of human life, to reduce human and suffering and for the protection of property. This agreement is specific in its terms that the private ambulance service shall provide mutual aid in the event Georgetown County Emergency Medical Services request aid when additional ambulances are needed during an emergency when all Georgetown County resources are exhausted. Georgetown County Emergency Medical Services will provide aid to the private ambulance service in the event of an emergency when Advanced Life Support is warranted within the borders of Georgetown County and not for the purposes of providing aid to cover non-emergent calls that arise during course of day to day operations of the private ambulance service.

**IT IS AGREED THAT:**

Upon a request hereto the other parties agree to dispatch to the requesting party ambulance personnel and equipment subject to the following conditions:

1. Any request under this agreement shall include specific information regarding the type of response needed and the number of personnel requested as well as the location to which they shall report to provide requested mutual aid.
2. The parties agree that all personnel and equipment dispatched to a request for mutual aid shall be employees and owned equipment of the providing party.
3. The parties agree that no reimbursement shall be requested or made as a result of injury to personnel or damage to equipment resulting from mutual aid provided pursuant to this agreement.
4. In the event a providing party's personnel and equipment needs to return to that entities jurisdiction, the requesting party hereby agrees to immediately release such personnel and equipment.
5. The parties agree that each service will bill for their own services rendered when delivering treatment and transport in the other party's jurisdiction, however, the

private service when providing mutual aid to Georgetown County agrees to bill at the rates approved by Georgetown County Council for delivery of its services.

6. Upon notification or availability of resources, both parties agree to provide services only at the level for which the franchisee's service is licensed by the SC DHEC Division of EMS, as required by DHEC all attendants rendering patient care must be certified by DHEC as an (EMT, EMT-I, or EMT Paramedic). At all times, a certified attendant will accompany patients in patient care compartments of the responding/transporting Unit(s).
7. Parties will follow Protocols set forth by their Medical Control Physician.
8. Each Party will agree to allow individual services to follow the established services' SOP/SOGS, with out interference.
9. In the event a service has mechanical problems or the patient being transported meets criteria for ALS transport mutual aid is warranted.

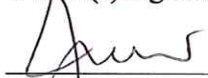
Any party to this agreement may, in its sole discretion, elect to terminate its participation in this agreement by providing 60 day written notice of termination to each of the parties. In that event, such termination shall only be effective as to the requesting party. This agreement shall remain in full force and effect for the remaining parties for the term of the franchise unless terminated as provided herein. This agreement shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND.**

**SIGNATURES:**

**MedTrust Medical Transport, LLC**

Owner(s) signature of Private Ambulance Franchise:

\_\_\_\_\_

Printed Name: Josh Watts

Date: 1/1/17

**Georgetown County Emergency Medical Services**

County Council's signature: \_\_\_\_\_

County Council's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



**MedTrust Medical Transport, LLC**  
**EMPLOYEE HANDBOOK – ETHICS AND COMPLIANCE**

Partner of CHOICE for facilities and hospitals

In order to achieve this mission, the Company requires from each of its employees; candor, honesty, cooperation and commitment in the performance of their duties and responsibilities. Each employee should endeavor to deal fairly with all patients and family members, facility and hospital representatives, colleagues, other service providers, suppliers, service providers, insurers and government representatives. The Company does not seek competitive advantage through illegal, non-compliant or unethical business practices. Manipulation, concealment, improper kick-backs, misuse of information or any unfair dealing or practice will not be tolerated from any employee.

Employees should not be, or appear to be, subject to influences, interests or relationships that conflict with the interests of the Company. In addition, employees should protect the Company's assets to ensure their efficient use for legitimate business purposes only. The Company also expects all employees to conform to standards of behavior which will ensure a positive and productive working environment.

## **Section 2– Workplace Commitments**

MedTrust has established a compliance program that serves as a mechanism for individuals to ask questions and report integrity concerns without fear of retaliation. All employees must have confidence that they can freely report concerns about legal and ethical violations, whether or not based on this Handbook, and that their concerns will be reviewed with appropriate remedial action. Any concern or complaint may be emailed to [compliance@ridemedtrst.com](mailto:compliance@ridemedtrst.com). Employees are subject to discipline if they fail to report a known or suspected violation of this Handbook.

### **2.1 Equal Opportunity Employment**

As an equal employment opportunity employer, the Company does not unlawfully discriminate in its employment decisions (e.g., hiring, firing, compensation, promotion, training) or in terms, conditions, or privileges of employment on the basis of race, color, age (40+), religion, national origin, sex, disability, genetic information, sexual orientation, gender identification, HIV status, veteran status, uniformed services, or on any characteristic protected by applicable federal, state, or local law.

### **2.2 Health Insurance Portability and Accountability Act (HIPPA)**

The Health Insurance Portability and Accountability Act of 1996 (HIPPA) protects your personal health information against unauthorized use and disclosure. Questions or concerns may be addressed to the HR Department.

### **2.3 Accommodating Employees with Disabilities**

The Company may make reasonable accommodations for qualified individuals with disabilities recognized by applicable law, unless doing so would result in an undue hardship to the Company or a threat to the Company, other employees, or the public.

Company complies with the Americans with Disabilities Act (ADA) and applicable state and local laws in ensuring equal opportunity and employment for qualified persons with

**THIS HANDBOOK DOES NOT CREATE AN EMPLOYMENT CONTRACT OR ALTER ANY EMPLOYEE'S AT - WILL EMPLOYMENT STATUS.**



**MedTrust Medical Transport, LLC**  
**EMPLOYEE HANDBOOK – ETHICS AND COMPLIANCE**

**IMPORTANT NOTICE – DISCLAIMER**

**(To be signed and retained in Handbook)**

**THIS EMPLOYEE HANDBOOK ("HANDBOOK") IS A GUIDE TO GENERAL EMPLOYMENT PROCEDURES AND POLICIES OF MEDTRUST MEDICAL TRANSPORT, LLC ("MEDTRUST" OR "COMPANY"). THE HANDBOOK IS FOR INFORMATION ONLY AND IS NOT A CONTRACT OF EMPLOYMENT. ANY PROCEDURE OR POLICY, INCLUDING ANY POLICY, PROCEDURE, OR PROVISION IN OR REFERRED TO IN THIS HANDBOOK, MAY BE MODIFIED, AMENDED, INCREASED, DECREASED OR DELETED BY THE COMPANY AT ANY TIME WITH OR WITHOUT NOTICE, UNLESS THE PROCEDURE OR POLICY IS GOVERNED BY A LEGALLY BINDING WRITTEN CONTRACT.**

**THIS HANDBOOK SUPERSEDES AND REPLACES ALL OTHER HANDBOOKS OR SIMILAR MATERIALS WHICH HAVE BEEN PUBLISHED OR DISTRIBUTED. EFFECTIVE IMMEDIATELY ALL (1) PRIOR HANDBOOKS, AND (2) PRIOR POLICY HANDBOOKS ARE HEREBY REVOKED AND DECLARED NULL AND VOID.**

**THIS HANDBOOK DOES NOT AND IS NOT INTENDED TO ADDRESS EVERY POSSIBLE EMPLOYMENT/EMPLOYEE SITUATION. THE COMPANY RESERVES THE RIGHT TO TAKE ACTION OR MAKE A DECISION WHICH IS INCONSISTENT WITH THE PROVISIONS OF THIS HANDBOOK, TO ADDRESS VARIOUS OR UNIQUE SITUATIONS, ON A CASE-BY-CASE BASIS, IN THE COMPANY'S SOLE DISCRETION.**

**NEITHER THIS HANDBOOK NOR ANY OTHER HANDBOOK OR POLICY ALTERS IN ANY WAY THE AT-WILL EMPLOYMENT STATUS OF COMPANY EMPLOYEE S. "AT - WILL" EMPLOYMENT MEANS THAT EITHER YOU OR THE COMPANY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY OR NO REASON, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, SUBJECT TO RESTRICTIONS UNDER ANY APPLICABLE LAW. THE AT-WILL EMPLOYMENT STATUS OF EACH EMPLOYEE CANNOT BE ALTERED BY ANY VERBAL STATEMENT OR ALLEGED VERBAL AGREEMENT. IT CAN ONLY BE CHANGED BY A LEGALLY BINDING, WRITTEN CONTRACT SIGNED BY THE PRESIDENT OR OTHER AUTHORIZED OFFICER.**

**EMPLOYEE ACKNOWLEDGMENT**

**I ACKNOWLEDGE RECEIPT OF THE HANDBOOK AND UNDERSTAND IT IS EFFECTIVE June 22, 2016. I HAVE READ THE HANDBOOK CAREFULLY, PARTICULARLY THE ABOVE DEFINITION OF "AT-WILL" EMPLOYMENT. I UNDERSTAND THE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT, AND I KNOW THAT MY EMPLOYMENT IS "AT WILL" AS DEFINED ABOVE.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE NAME (PRINT)

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY REPRESENTATIVE

**THIS HANDBOOK DOES NOT CREATE AN EMPLOYMENT CONTRACT OR ALTER ANY EMPLOYEE'S AT - WILL EMPLOYMENT STATUS.**



# Equal Employment Opportunity is

# THE LAW

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).



Client#: 1736616

15MEDTRMED

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BB&amp;T - CIC</b> 47 Airpark Court (29607) P.O. Box 27149 Greenville, SC 29616-2149		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 864 297-4444 FAX (A/C, No): E-MAIL ADDRESS: SCcertificates@bbandt.com	
<b>INSURED</b> MedTrust Medical Transport LLC 450 Deanna Lane, Suite G Charleston, SC 29492		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Lloyds <b>INSURER B:</b> Continental Western Insurance C <b>INSURER C:</b> StarNet Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>FOREIGN</b> <b>10804</b> <b>40045</b>

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	UNITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PPD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		MEO154989916	03/22/2016	03/22/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		CNA4292428	03/22/2016	03/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	9921207	04/12/2016	04/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab Abuse/Molestation		MEO154989916 MEO154989916	03/22/2016 03/22/2016	03/22/2017 03/22/2017	\$1,000,000 Per Claim \$3,000,000 Aggregate \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*All members of the LLC are excluded from workers compensation coverage.

## CERTIFICATE HOLDER

## CANCELLATION

MedTrust Medical Transport LLC  
 450 Deanna Lane, Suite G  
 Charleston, SC 29492

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D. Michelle Blount



MedTrust Medical Transport, LLC  
450 Deanna Lane Suite G  
Charleston, SC 29492-8526

4/1 20 17 2743  
67-181/532

PAY TO THE  
ORDER OF

Georgetown County  
One thousand and 00/100 \$ 1000.00

Regions Bank

DOLLARS



FOR

GTN Franchise

843-284-6331  
www.ridemedtrust.com

James Keith H. d.

⑆002713⑆ ⑆053201814⑆ 008559586⑆



Georgetown County

Application for Private Ambulance Service  
Franchise

(Please Print or Type)  
Company Name: Mobi-Care Medical Transport, LLC  
Owner(s) Name: James R Burr / Robert Li (AKA Y. Li)  
Date of Application: 12/28/2016  
Company Address: 6 Camelia Circle, Georgetown SC 29440  
Company Mailing Address (If  
Different): \_\_\_\_\_  
South Carolina DHEC Provider/Permit No: 322  
No. of Licensed Units in Fleet: 6  
No. of South Carolina certified staff: 8  
No. of South Carolina non-certified staff: 4  
Name of Services' SC Licensed Medical Control Physician: Scott Hayes, MD  
158 Mary Ellen Dr  
Charleston, SC 29403

Private ambulance services wishing to operate in Georgetown County, South Carolina shall be authorized through the Georgetown County Council. A private ambulance service must be granted a franchise, subject to the guidelines of the Georgetown County Code, Article IV. Standards and Procedures for Franchising of Private Ambulance Services, Ordinance 13.8-61 through 13.8-79. Private ambulance services must submit a franchise application, along with a \$1000.00 application fee, and a Certificate of Insurance meeting the requirements of the Ordinance. The franchise application will then be reviewed by the Georgetown County Council and Council will determine if a franchise will be granted. Applicants must be able to satisfy all of the franchise requirements listed on this application and within the Ordinance.



- Compliance with all applicable laws, codes, ordinances, and regulations.
- Shall at no time compete with Georgetown County or any agency obligated by Georgetown County to deliver Emergency Medical Services.
- Franchisee shall have and maintain liability insurance no less than the amounts listed below:
  1. \$500,000.00 medical malpractice liability per occurrence.
  2. \$1,000,000.00 general liability in the aggregate.
  3. \$500,000.00 for property damage liability.
- Franchisee shall sign and file with the county administrator an equal employment opportunity statement and shall so advertise as an equal employment employer.
- Franchisee shall file a monthly report with the county administrator to include call volume, running time, breakdown of destination, roster of employees with level of certification.
- Franchisee shall maintain an office in Georgetown County. This office shall be the official office of the franchisee to which all notices, correspondence, complaints, and other communications from the county shall be sent.
- Franchisee shall comply with "The Emergency Medical Services Act of South Carolina" (Act 1118 of 1974, section 13.8-644-61-105) and Regulation 61-7 of the South Carolina Department of Health and Environmental Control.
- A franchise shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

I certify that all information in this application is complete and accurate.

I certify that applicants Private Ambulance Service are in compliance with all local, state, and federal laws and regulations. I understand the county administrator or his designee has the right to inspect the franchisee's vehicles, equipment, and personnel at any time without prior notice. I understand that franchisee must maintain the level of care deemed appropriate by the Georgetown County Medical Control Physician.

James R Burr  
Signature of Applicant

12/28/2016  
Date

James R. Burr  
Please Print Signature

Owner  
Title of Applicant

For Georgetown County Use Only:

Franchise Fee Paid: ☒ Yes ☐ No Amount: \$ 1,000.00

Director Approved: ☐ Yes ☐ No





**Georgetown County  
Georgetown, SC**

**MUTUAL AID AGREEMENT**

Georgetown County Emergency Medical Services  
Mobi Care Medical Transport, LLC

This agreement by and between the undersigned parties is entered into for the purposes of securing to each the benefits of mutual aid in the Emergency Medical Services for the protection of human life, to reduce human and suffering and for the protection of property. This agreement is specific in its terms that the private ambulance service shall provide mutual aid in the event Georgetown County Emergency Medical Services request aid when additional ambulances are needed during an emergency when all Georgetown County resources are exhausted. Georgetown County Emergency Medical Services will provide aid to the private ambulance service in the event of an emergency when Advanced Life Support is warranted within the borders of Georgetown County and not for the purposes of providing aid to cover non-emergent calls that arise during course of day to day operations of the private ambulance service.

**IT IS AGREED THAT:**

Upon a request hereto the other parties agree to dispatch to the requesting party ambulance personnel and equipment subject to the following conditions:

1. Any request under this agreement shall include specific information regarding the type of response needed and the number of personnel requested as well as the location to which they shall report to provide requested mutual aid.
2. The parties agree that all personnel and equipment dispatched to a request for mutual aid shall be employees and owned equipment of the providing party.
3. The parties agree that no reimbursement shall be requested or made as a result of injury to personnel or damage to equipment resulting from mutual aid provided pursuant to this agreement.
4. In the event a providing party's personnel and equipment needs to return to that entities jurisdiction, the requesting party hereby agrees to immediately release such personnel and equipment.
5. The parties agree that each service will bill for their own services rendered when delivering treatment and transport in the other party's jurisdiction, however, the

private service when providing mutual aid to Georgetown County agrees to bill at the rates approved by Georgetown County Council for delivery of its services.

6. Upon notification or availability of resources, both parties agree to provide services only at the level for which the franchisee's service is licensed by the SC DHEC Division of EMS, as required by DHEC all attendants rendering patient care must be certified by DHEC as an (EMT, EMT-I, or EMT Paramedic). At all times, a certified attendant will accompany patients in patient care compartments of the responding/transporting Unit(s).
7. Parties will follow Protocols set forth by their Medical Control Physician.
8. Each Party will agree to allow individual services to follow the established services' SOP/SOGS, with out interference.
9. In the event a service has mechanical problems or the patient being transported meets criteria for ALS transport mutual aid is warranted.

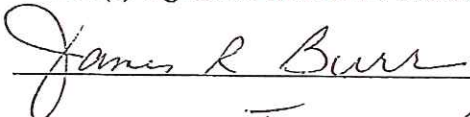
Any party to this agreement may, in its sole discretion, elect to terminate its participation in this agreement by providing 60 day written notice of termination to each of the parties. In that event, such termination shall only be effective as to the requesting party. This agreement shall remain in full force and effect for the remaining parties for the term of the franchise unless terminated as provided herein. This agreement shall be for one (1) year. Application must be made and approved prior to each subsequent year in which a franchisee desires to operate within Georgetown County.

**IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HAND.**

**SIGNATURES:**

**Mobi Care Medical Transport, LLC**

Owner(s) signature of Private Ambulance Franchise:



Printed Name: James R Burr

Date: 12/28/2016

**Georgetown County Emergency Medical Services**

County Council's signature: \_\_\_\_\_

County Council's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Mobi Care Medical Transport, LLC provides equal employment opportunities(EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to Federal law requirements, Mobi Care complies with applicable state and local laws governing non discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Mobi Care Medical Transport expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Mobi Care employees to perform their job duties may result in discipline up to and including discharge.



12/28/2016

James R Burr  
Mobi Care Medical Transport, LLC  
6 Camelia Circle, Georgetown SC 29440





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> KeenanSuggs 1330 Lady Street  Columbia SC 29201		<b>CONTACT NAME:</b> Dara Williams <b>PHONE (A/C, No, Ext):</b> (803) 799-5533 <b>E-MAIL ADDRESS:</b> dwilliams@keenansuggs.com <b>FAX (A/C, No):</b> (803) 771-0166	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A Arch</b>	
		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL16111026723 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BINDER	11/11/2016	11/11/2017	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							SEXUAL ABUSE COVERAGE \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BINDER	11/11/2016	11/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$
			BODILY INJURY (Per person) \$				
		<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b>			BINDER	11/11/2016	11/11/2017	Agg 2,000,000 Per Occ 1,000,000
	<b>Sexual Abuse</b>			BINDER	11/11/2016	11/11/2017	Agg 3,000,000 Per Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

SCDHEC 2000 Hampton Street Columbia, SC 29204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  C Humphries/DWILL <i>Mac Humphries</i>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Taylor Agency PO Box 30609  Charleston SC 29417		<b>CONTACT</b> Naomi Kromer NAME: PHONE (A/C, No, Ext): (843) 762-1805 FAX (A/C, No): (843) 795-3193 E-MAIL: nkromer@tayloragency.com ADDRESS:																						
<b>INSURED</b> Mobi-Care Medical Transport LLC 720-M Old Clemson Rd  Columbia SC 29229		<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Guarantee Insurance Co.</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Guarantee Insurance Co.		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Guarantee Insurance Co.																							
INSURER B:																								
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**

CERTIFICATE NUMBER:16-17 COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	WCP101217902GIC	4/24/2016	4/24/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

LogistiCare Solutions, LLC  
and SC DHHS  
545 N Pleasantburg Drive  
Suite 202  
Greenville, SC 29607

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Naomi Kromer/NDK

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Mobi-Care Medical Transport, LLC

720 Old Clemson Road, Suite M  
Columbia, SC 29229  
803-462-1381

BANK OF AMERICA, NA  
67.448/539

5847

12/29/2016

PAY TO THE  
ORDER OF Georgetown County

\$ \*\*1,000.00

One thousand and 00/100

DOLLARS

Georgetown County

MEMO

⑆005847⑆ ⑆053904483⑆ 223009465203⑆

Kelly Maskell

5847

12/29/2016

Georgetown County

Private Ambulance Service Franchise Fee for 2017

1,000.00

Bank of America Checking

1,000.00



**Item Number:** 6.h  
**Meeting Date:** 1/24/2017  
**Item Type:** CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Economic Development Alliance - Bylaws Update

**CURRENT STATUS:**

Two years ago Georgetown County began a reorganization process to restructure the Economic Development Alliance. The Alliance was organized as a non-profit organization established and operating in accordance with the provisions of the Internal Revenue Code, and the Code of Laws of South Carolina, 1976 as amended.

**POINTS TO CONSIDER:**

The Alliance is an independent and autonomous organization, which previously adopted operating bylaws.

In order to clarify the process in which board members are appointed, and to promote a positive presence and involvement with County Council, the bylaws have been amended.

A copy of the amended bylaws are provided as information.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

n/a

**STAFF RECOMMENDATIONS:**

Report is provided as information only and requires no action of County Council.

**ATTACHMENTS:**

Description	Type
□ ED Alliance - Amended Bylaws	Exhibit

**BYLAWS**  
**OF**  
**ALLIANCE FOR ECONOMIC DEVELOPMENT FOR GEORGETOWN COUNTY**

**ARTICLE I**  
**NAME**

The name of this Alliance is the Alliance for Economic Development for Georgetown County (the “Alliance”).

**ARTICLE II**  
**OFFICES**

The registered and principal offices of the Alliance shall be in the County of Georgetown, State of South Carolina. The Alliance may have such other offices, within or without the State of South Carolina, as the Board may designate and as the activities of the Alliance may require from time to time.

**ARTICLE III**  
**GENERAL**

**Section III (a). Organization.** The Alliance is a non-profit organization (i) established and operating in accordance with the provisions of 26 U.S.C. (“Internal Revenue Code”) §501(c)(3) and 509(a)(1), (2), or (3) and the regulations thereunder, and §§12-6-40 and 12-6-580, Code of Law of South Carolina, 1976 (“South Carolina Code”, or “S.C. Code”), as amended; and (ii) incorporated under the South Carolina Nonprofit Corporation Act of 1994 Chapter 31, Title 33, S.C. Code (“the Nonprofit Act”). The Alliance is an independent and autonomous organization. The Alliance was formerly known as Georgetown Development Corporation, and changed its name per Articles of Amendment filed with the South Carolina Secretary of State on October 28, 1999.

**Section III (b). Fiscal Year.** The Alliance shall operate on fiscal (“accounting” or “program”) year basis, beginning January 1 and ending December 31. The Alliance’s period of duration shall be perpetual, unless terminated in accordance with Article XIV of these Bylaws.

**Section III (c). Terminology.** When used in these Bylaws, any male noun or pronouns refers to person of either sex, and the term “person” means any individual, trust, estate, partnership, association, foundation, company, Corporation or governmental body.

**Section III. (d). Registered Agent.** The Alliance shall maintain a registered Agent as required by the Nonprofit Act. The Registered Agent shall be designated by the Board of Directors from time to time to serve at its pleasure. In the absence of such designation the Registered Agent shall be the Corporation’s Secretary.

**Section III. (e). Filings.** In the absence of directions from the Board of Directors to the contrary, the Secretary of the Corporation shall cause the Corporation to maintain currently all filings in respect of the Principal Office and Registered Agent with all governmental officials as required by the Act or otherwise by law.

## **ARTICLE IV**

### **PURPOSES, POWERS, AND POLICIES**

**Section IV (a). General Purposes.** The Alliance is organized and shall operate exclusively for charitable purposes within the meaning of §501 (c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provisions of any future United States Internal Revenue Law) including the provision of support/economic development in Georgetown County, South Carolina for Georgetown County or any of its development partners; no part of the net earnings of the Alliance shall inure to the benefit of any private shareholder or individual; no substantial part of the activities of the Alliance shall consist of carrying on propaganda, or otherwise attempting to influence legislation; and the Alliance shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of the candidate for public office. Notwithstanding any other provisions of these Bylaws, the Corporation shall not carry on any activities not permitted to be carried on (i) by an organization described in 26 U.S.C. §§(c)(3) and 509 (A)(1), (2) or (3) and 509 (a)(1), (2) or (3), or (ii) by an organization contributions to which are deductible under the provisions of 26 U.S.C. § 170 (c)(2) or any other corresponding provision of any future United States Internal Revenue Law.

**Section IV (b). Specific Purposes.** The Alliance is organized and will operate as a supporting organization **exclusively for the** promotion and enhancement of the economic growth and development of Georgetown County, South Carolina. The Alliance will act as an integral, part of the larger program responsible for the economic development needs of the County by providing and leveraging resources for economic development, maintaining a close interrelationship with and working cooperatively with the County and for the benefit and welfare of the citizens of the County. The Alliance may take any action necessary or convenient, and not inconsistent with law, to further this purpose.

To this end, the objectives of the Alliance are to support the County's overall mission to create jobs and to implement sustainable community and economic development by providing resources (i) to attract new business and industry to the area, (ii) to assist the County in business and industry retention, (iii), to assist the County in the creation and retention of job employment opportunities throughout the area, (iv) to respond to business and industry prospects and undertake related follow-up, (v) to conduct marketing and advertising of the County's qualities related to economic development, (vi) to facilitate data collection and research, (vii) to facilitate prospect meetings and field trips, (viii) to promote public/community participation, (ix) to engage in incentive negotiations to induce capital investment and job creation, (x) to promote infrastructure development, (xi) to facilitate fund raising activities for the forgoing purposes (xii) to educate the public of the benefits of economic development activities and investments, and (xiii) to facilitate the ownership and development of industrial and commercial properties for economic development opportunities.



In connection with the aforesaid purposes, the Alliance's activities may include the following, without limitation: obtaining, acquiring, receiving, constructing, erecting or otherwise providing real and personal property and holding, retaining, leasing, licensing, renting, managing, investing, reinvesting, selling, otherwise disposing of or assigning the income from and/or rights in or to real and personal property, and engaging in any and all lawful activities necessary or incident to the foregoing purposes, except as may be limited herein, including solicitation of private and public funding, hiring the requisite personnel to undertake these activities, and the provision for office space for said purposes.

**Section IV(c). Powers.** The Alliance will have such powers as are now or may hereafter be granted Corporations under the Nonprofit Act, as amended, except as may be limited by the Alliance's Articles of Incorporation or Bylaws.

**Section IV (d). Operating Policies, Procedures and Guidelines.** The Board may adopt, amend, or restate Operating Policies, Procedure and Guidelines from time to time in order to implement the purposes of the Alliance including, but not limited to, its mission statements and vision statements, etc.

## ARTICLE V

### MEMBERS AND MEMBERSHIP

**Section V (a). Membership.** Any use of "member" or "membership" in these Bylaws should be understood in its immediate context, and not to refer to "member" within such statutory definition.

All organizations, entities, businesses, individuals, associations or other parties having an interest in carrying out the purpose of the Alliance that applies for membership and pays the requisite membership dues shall be a member subject to the approval of the Executive Committee, in its sole and absolute discretion, and upon such terms and procedures as may be established by the Executive Committee from time to time. The Executive Committee, in its sole and absolute discretion, may establish dues for various membership levels with different rights, benefits and fees associated with each level. Membership shall continue for so long as the Member maintains an active interest and is current on its membership dues. Status with the corporation and membership may be terminated, after due notice, in accordance with such procedures as shall be established by the Board.

## ARTICLE VI

### BOARD OF DIRECTORS

**Section VI (a). General.** The Board of Directors (the "Board" or the "Directors") of the Alliance will be the governing body of the Alliance and will be vested with the entire management of the business and affairs of the corporation. The standard of care applicable to the Directors is that provided in S.C. Code §§ 33-31-830 through 834. All powers shall be exercised and all affairs of the Alliance shall be managed under the authority and direction of the Board.

**Section VI (b). Composition of the Board.** The number of Directors constituting the Board of Directors shall be not less than 17 nor more than 21 (excluding ex-officio members). The Directors shall be elected/appointed as follows:

- i. Georgetown County Council members shall fill two (2) seats on the Board. The Chairman of Georgetown County Council shall serve as a Director of the Alliance, as well one (1) other council member. At no time shall more than two (2) members of County Council serve simultaneously on the Alliance Board.
- ii. Georgetown County Council shall appoint and additional five (5) Directors to the Board.
- iii. Representatives from the following six (6) partner organizations that serve Georgetown County shall be Directors of the Alliance Board. The representative shall be the Executive Director/Chief Administrative Officer or the organization's representative for the Georgetown area:
  - a. Georgetown County Water and Sewer District;
  - b. Santee Cooper/South Carolina Public Service Authority;
  - c. Santee Electric Cooperative;
  - d. Horry-Georgetown Technical College;
  - e. Waccamaw Regional Council of Governments; and
  - f. Georgetown County Chamber of Commerce.
- iv. No less than four (4), but no more than eight (8) Directors shall represent the private business and industrial sectors that are based in or have material operations in Georgetown County, South Carolina. Vacancies for such representatives shall be recommended by the Executive Committee and elected by majority vote of the seated board. To be eligible for consideration for election, the prospective Director's business or industry must be a contributing/investing member of the Alliance.

**Section VI (c). Terms.** Unless contrary to their appointing method, each Director shall hold office for a three year term or until his death, resignation, retirement, removal, disqualification, or until his or her successor is elected and qualifies. No appointed Director may serve more than two (2) consecutive three (3) year terms. Any Business or Private Industry Director as described in Section VI (b) iv. must be an investor member in the Alliance for the duration of their term.

**Section VI (d). Attendance.** All Board Members must attend at least 65% of all meetings held each Fiscal Year. Further if a Director fails to attend three (3) consecutive meetings, then such is a basis for removal. However, removal will not be mandated if the Executive Committee determines, in its sole and absolute discretion, that non-attendance was for good cause. The Executive committee may also, in its sole and absolute discretion, create such policies and procedures for excused absences, as it deems necessary and appropriate.

**Section VI (e). Resignation.** Any Director may resign at any time by delivering a written notice to the Chairman of the Board or the Secretary. A resignation is effective at the earlier of

when notice is received, five (5) days after deposit in the U.S. Mail correctly addressed and with first class postage attached, or otherwise as provided in the Nonprofit Act § 33-31-141(d).

**Section VI (f). Removal.** Directors may be removed from office with cause for malfeasance in office or a crime of moral turpitude. Directors may also be removed for non-attendance as described in Section VI (d). Georgetown County Council members who are serving as Directors and those Directors appointed by Council must be recommended for removal by the Executive Committee by notice in writing to Council stating the reason removal is recommended; Council shall then take action on the recommendation and notify the Alliance within 30 days. Removal of Directors not appointed by Council shall be by majority vote of the Directors in good standing.

**Section VI (g). Vacancies.** A vacancy occurring in the Board of Directors shall be filled according to the terms of the vacant seat as outlined in Section VI (b).

**Section VI (h). Committees.**

(1) **General.** The Board, by majority vote, may from time to time create and appoint one or more Committees of the Board (the “Committees”) in accordance with the provisions of S.C. Code § 33-31-825. Committees may be of any size and composition, *provided, however*, each Committee shall include at least two Directors. The Board shall specify each Committee’s authority and no action may be taken by a Committee without prior authorization by the Board. Committees may not be authorized to approve or recommend extraordinary corporate acts, appoint or remove Directors or members of Committees, adopt, amend or repeal the Alliance’s articles or Bylaws, or otherwise act in contravention of either the Nonprofit Act § 33-31-825. Each Committee may establish its own governing procedures.

(2) **Executive Committee.** The Board shall establish an Executive Committee comprised of the Chairman, Vice Chairman, Treasurer, Secretary, a Director who is a member of County Council and the Immediate Past Chair. In addition, the Board, by majority vote, may appoint one (1) non-officer Director to the Executive Committee. The Executive Committee shall be responsible for setting, reviewing and administering adherence with the Corporate bylaws and is responsible for oversight of its Board membership, operations and annual budget. The Executive Committee shall take a leadership role in setting the goals and objectives for the organization. It will serve as the nominating committee for private board of Director seats and shall have additional responsibilities allocated to it from time to time by the Board.

(3) **Finance Committee.** The Board shall establish a Finance Committee responsible for developing and reviewing fiscal procedures, fundraising plans, and the annual budget. The Treasurer shall serve as the Chair of the Finance Committee, which shall include at least two other Directors. The Board shall approve an annual budget and all expenditures must be within budget. Any major change in the budget must be approved by a majority of the Board of Directors. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the board showing income, expenditures, and pending income.



**Section VI (i). Accounting, Books and Records.** The Alliance shall maintain appropriate corporate and accounting records to ensure good corporate governance and management controls.

**Financial Reports.** The Alliance shall maintain at its principal office its financial reports as of the end of the most recent fiscal year, including at a minimum a balance sheet and a statement of operations of such year, accompanied by the report of the certifying accountant.

**Corporate Records.** The Alliance shall maintain at its principal office the following written corporate records: Articles of Incorporation and all amendments from time to time in effect; Bylaws and all amendments from time to time in effect; minutes of all Board meetings, and action taken without meetings for the past three years (and a current list of Directors and officers and their addresses of record); IRS Forms 990, 1023, and such additional tax information as may be required und § 6104 of the Internal Revenue Code. The Alliance shall maintain in writing or in a format convertible into writing the minutes of all other Board meetings and action without meeting.

**Inspection Rights of Directors.** Each Director shall have the right to inspect and copy (at the Director's expense) during regular business hours the corporate records and financial reports described in subparagraphs (1) and (2) of this Section.

**Section VI (l). Conflicts of Interest.** Conflict of interest transactions, as defined in the Nonprofit Act § 33-31-831, are voidable as therein described. In addition to all other remedies, effects or liability provided by law, any Director not disclosing any conflict of interest transaction as described in the Act in advance to the Board shall be removed from the Board pursuant to the methods set forth in Section VI (f).

## ARTICLE VII

### MEETING OF DIRECTORS

**Section VII (a). Regular Meetings.** Regular meetings of the Board of Directors shall be held periodically, at least quarterly or four (4) times per year, at such date and at such time and place as the Board may fix by resolution or otherwise.

**Section VII (b). Special Meetings.** Special meeting of the Board of Directors may be called by or at the request of the Chairman of the Board, or any three Directors. Such meetings may be held at the time and place fixed by the person or persons calling the meeting but shall be appropriately noticed to the Directors with at least 24 hours advanced notice.

**Section VIII (c). Telephone or Web Participation/Meetings.** Any or all of the Board of Directors may participate in regular, special or committee meetings by, or conduct the meetings through the use of, any means of communication by which all Board of Directors participating may simultaneously hear each other and be able to actively participate in the meeting. A Board of Directors member participating in a meeting by this means is deemed to be present in person at the meeting.

**Section IX (c). Notice, Waiver of Notice of Meetings.** Written notice of each meeting of the Board stating the date, time and place of this meeting, and, in the case of a special meeting the purposes for which the meeting is called, will be delivered in an adequate time frame before the date of the meeting either personally, by electronic mail or by mail or at the direction of the officer or the persons calling the meeting, to each Director of record entitled to vote at such meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States Mail. Notice need not be given to any Director who waives notice by a signed writing, either before or after the meeting. Attendance of a Director at any meeting constitutes a waiver of notice of the meeting, except where a Director attends a meeting solely for the purpose of stating objection at the beginning of the meeting, prior to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section VII (d). Quorum, Manner of Acting, Voting.** At any meeting of the Board, a majority of the number of the Directors prescribed by the Bylaws present in the place of the meeting immediately before a meeting begins will constitute a quorum for the transaction of the business of the Alliance. The Directors present at a meeting may continue to meet notwithstanding the withdrawal of enough Directors so that there is less than a quorum but not fewer than two (2) members of the Board.

At any meeting of the Directors, any Director, excluding *ex-officio* Directors, will be entitled to vote on any issue. Each member of the Board present will have one vote. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board. A Director who is present at a meeting of the Board or committee of the Board when corporate action is taken is deemed to have assented to the action taken unless: (a) he objects, at the beginning of the meeting or promptly upon his arrival, to holding the meeting or transacting specified affairs at the meeting; or (b) he votes against or abstains from the action.

**Section VII (e). Informal Action by Directors.** Action taken by a majority of the Board of Directors without a meeting will be deemed valid action of the Board if all members of the Board execute a written consent thereto, and the consent is filed with the minutes of the proceeding meeting making it a part of the Alliance's corporate record.

## ARTICLE VIII

### OFFICERS

**Section VIII (a). Offices and Qualifications.** The officers of the Alliance shall be elected by a majority vote of the Board of Directors from among all of the Directors of the Board (as identified in Section VI (b) of Article VI). The officers will consist of a Chairman of the Board of Directors, a Vice Chairman, a Secretary, and a Treasurer.

**Section VIII (b). Election and Term.** The officers of the Alliance shall be elected annually by the Board of Directors. Such elections may be held at any regular or special meeting of the Board. Each officer shall hold no more than one office except that the office of Secretary may be combined with another office and shall hold such office for a period of no more than two (2) years. An officer may be re-elected at the pleasure of the Board, provided no officer shall serve

more than two (2) consecutive terms. Each officer shall hold office until his or her successor shall be elected, or until his or her designation or removal, or such time as the Board of Directors so determines.

**Section VIII (c). Removal.** Any officer or agent of the Board of Directors may be removed by a vote of two-thirds (2/3) of the Board with reasonable cause or whenever in the boards best judgment the best interest of the Alliance will be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**Section VIII (d). Executive Officer.** The Georgetown County Economic Development Director, who is hired by Georgetown County and reports to the County Administrator, will serve as the Chief Executive Officer and perform all duties incident to the role of Executive Director including but not limited to: attending all board meetings, reporting on the progress of the organization, ensuring corporate reporting requirements are met and answering questions of the Board.

**Section VIII (e). Chairman of the Board.** The Chairman of the Board shall be the chief voluntary officer of the Alliance and the Executive Committee and shall preside at all meetings in directing the business affairs of the Alliance, and shall represent the Alliance generally in the community. The Chairman shall monitor the activities of the Alliance and undertake only such action on behalf of the Alliance as authorized by the Board.

**Section VIII (f). Vice Chairman.** The Vice Chairman shall assist the Chairman in his duties at the discretion of the Chairman, and shall fulfill the duties of the Chairman if the Chairman is unavailable or absent from meetings.

**Section VIII (g). Secretary.** The Secretary shall keep a correct record of all the proceedings of the meeting of the Board of Directors, including but not limited to all books, papers and documents of the Alliance, and shall direct that the minutes of the meetings of the Directors be taken and prepared. Minutes of any Board meeting (unless held in executive session) shall be available for inspection by any member of the Alliance at the Alliance offices during normal business hours. He or she shall perform such other duties as are incident to the office of Secretary, and shall have such other powers and duties as may be conferred upon him or her by the Board of Directors.

**Section VIII (h). Treasurer.** The Treasurer shall have charge of all the money and securities belonging to the Alliance. He or she shall deposit said property with such banks as the Board of Directors shall designate (with preference for locally-based institutions) and in the name of the Alliance. He or she shall keep a record of all receipts and disbursements, and shall have charge of all records of the Alliance relating to its finances. He or she shall report the status of all funds by providing reconciled statement at each Board meeting and as requested by the Executive Committee. In addition the Treasurer shall perform such other duties as are incident to the office of Treasurer, and shall have such other powers and duties as may be conferred upon him or her by the Board of Directors.

**Section VIII (g). Past Chairman.** The immediate Past Chairman shall have the same powers as the Chairman when the Chairman and the Vice-Chairman are absent.



**Section VIII (h). Staff.** If necessary, the Board of Directors may hire employees of the Alliance to assist the Board and Executive Director (as defined in Section VIII (d)) in the principal day-to-day management of the Alliance.

## ARTICLE IX

### CHECKS AND DEPOSITS

**Section IX (a). Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Alliance and such authority may be general or confined to specific instances.

**Section IX (b). Loans.** Any borrowing or loans must be approved by way of resolution of no less than two-thirds (2/3) of the members of the Board of Directors. Once approved, the Executive Committee may authorize any officer or agent to contract any indebtedness and grant evidence of indebtedness and collateral therefor in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**Section IX (c). Checks and Drafts.** All checks, drafts or other orders for the payment of money issued in the name of the Alliance shall be signed by at least one authorized signatory of the Board (Chairman, Vice Chairman or Treasurer). In addition, at least one corporate officer, as defined in Section VIII (a), or Director serving on the Finance Committee, shall approve all drafts or other orders for payment that exceed \$500 or are not incident to the adopted budget. All checks and similar orders for the payment of money will require prior documentation and approval for payment authorization. In no case, shall the signatory for payment be the same as the approving authority.

**Section IX (d). Deposits.** All funds of the Alliance not otherwise employed shall be deposited from time to time to the credit of the Alliance in such depositories as the Board of Directors may select.

**Section IX (e). Gifts and Grants.** The Board of Directors or Executive Committee may solicit, apply for and accept on behalf of the Alliance any grant, contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

**Section IX (f). Records.** The records and accounts of the Alliance shall be kept in a manner as to show readily at all times the exact financial condition of the Alliance, the sources and receipts of all receipts and, the purposes of all disbursements, and, such records and amounts shall at all reasonable times be accessible and available to the Executive Committee, the Board of Directors, and to any member for examination and inspection. In addition, at a minimum, the Treasurer shall prepare a reconciled financial statement to be distributed at each Board meeting.

**Section IX (g.) Revenue Sources.** The Alliance shall seek operating revenue from any and all available sources and deemed advisable by the Executive Committee and/or the Board of Directors.

**Section IX (h.) Assets.** The assets of the Alliance shall be used exclusively for the purposes of the Alliance. Prior to disposition of any asset, the Alliance shall make a determination that such disposition does not impair the Alliance's status as a 501 (c) (3) entity. If such determination is made, the Alliance can sell, dispose or transfer the asset by resolution of the Board of Directors.

## **ARTICLE X:**

**Section X (a). Liability.** To the extent not inconsistent with the South Carolina Code, no Director or officer of the Alliance will be liable to the Alliance or to any other person for loss or damage suffered by the Alliance on account of any action taken or omitted to be taken as a Director or officer in good faith and in a manner he (she) reasonably believed to be in the best interests of the Alliance if the Director or officer exercised the same degree of care and skill as an ordinarily prudent person in a like position would have exercised under similar circumstances.

No Director or officer of the Alliance will be personally liable for monetary damages for breach of any duty to the Alliance. However, this provision will not eliminate or limit the liability of a Director or officer: (1) for any breach of Director's or officer's duty of loyalty to the Alliance; (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) for any transactions from which a Director or officer derived an improper personal benefit; or (4) under S.C. Code Sections 33-31-831 (conflict of interest), 33-31-832 (loans or guarantees), and 33-31-833 (unlawful distributions).

**Section X (b). Indemnification.** To the extent not inconsistent with the South Carolina Code, every person (and the heirs and personal representatives of such person) who is or was a Director or an officer of the Alliance will be indemnified by the Alliance, to the maximum extent permitted by law, against all liability and reasonable expense that may be incurred by him/her in connection with any claim, action, suit or proceeding (other than a proceeding in which such person will have been adjudged to be liable to the Alliance) by reason of the fact that he is or was a Director or an officer of the Alliance. The Alliance will also reimburse any such Director or officer for the reasonable cost of the settlement of any action, suit, or proceeding if such will be found, by a majority of the disinterested members of the Board of Directors, to be in the best interest of the Alliance that such settlement be made and that such Director or officer was not guilty of negligence, misconduct, or nonfeasance in the performance of his duties as a Director or officer.

**Section X (c). Scope of Indemnification.** The right of indemnification provided in this Article will be in addition to any rights to which any such Director or officer may otherwise be entitled. Irrespective of the provisions of this Article, the Board of Directors may at any time and from time to time, approve indemnification of Directors, officers, employees or other persons to the full extent permitted by the State of South Carolina, whether on account of past or future transactions.

**Section X (d). Insurance.** The Board of Directors shall purchase insurance covering the Alliance's liabilities and obligations under this Article and insurance protecting the Alliance's Directors, officers and employees, including errors and omission coverages.

## ARTICLE XI

### REGULATION

**Section XI (a). General.** The regulation of the business and conduct of the affairs of the Alliance shall conform to federal and state income tax laws and any other applicable federal and state law, including, but not limited to, the Nonprofit Act. In the interpretation of these Bylaws, wherever reference is made to the United States Code (U.S.C.), the United States Internal Revenue Code, Internal Revenue Laws or Treasury Regulations thereunder, the Nonprofit Act, the South Carolina Code or any other statute, or to any section thereof, and the regulations thereunder, as the case may be, as heretofore or hereafter amended or supplemented or as superseded by laws or regulations covering equivalent subject matter.

**Section XI (b). Governing Law.** These Bylaws are executed and delivered in the State of South Carolina and they shall be governed by, construed and administered in accordance with the laws of the State of South Carolina.

## ARTICLE XII

### AMENDMENTS AND CONFLICTS

**Section XII (a). Amendments of the Bylaws.** These Bylaws may be amended or restated from time to time in accordance with the provisions of S.C. Code § 33-31-1020; provided, however, in accordance with the S.C. Code § 33-31-1030 any such amendments or restatements must be approved by a two-thirds (2/3) vote of the Board of Directors of the Alliance.

**Section XII (b). Conflicts.** In the event that any of the provisions of the Bylaws, as amended, conflict with any of the provisions of prior Bylaws, the provisions of the amended Bylaws control.

**Conflict Between Bylaws, Articles and the Act.** The Articles and the Act (as either may be amended from time to time) are incorporated herein by reference. Any conflict between the terms of these Bylaws; the Articles or the Act shall be resolved in the following order: (1) the Act; (2) the Articles; and (3) these Bylaws.

## ARTICLE XIII

### DISSOLUTION

**Section XIII (a). General.** The Alliance may be dissolved and its business and affairs terminated, and such dissolution shall be in accordance with the provisions of Chapter 31, title 33, S.C. Code and § 1.501(c)(3)-1(b)(4) of the United States Treasury Regulations.

**Section XIII (b). Distributions.** All of the property of the Alliance is irrevocably committed to public purposes of the County; and upon dissolution of the Alliance and after all its liabilities, obligations and expenses have been discharged, all of its assets shall be conveyed or distributed in conformity with the Bylaws and the Articles of Incorporation of the Alliance. All



remaining assets of the Alliance shall be conveyed or distributed to or for the benefit of Georgetown County, or to such of one or more organizations as may be designated an unanimously approved by the Board as long as the designated/approved organization at the time of the conveyance or distribution qualifies as an organization described in §§ 501(c)(3) and 170(c)(2) of the Internal Revenue Code or any corresponding provision of any future Federal tax code.

## **ARTICLE XIV**

### **STATUTORY AMENDMENT**

**Section XIV (a). Statutory Amendment.** Any statutory or regulatory reference contained herein shall be automatically revised upon the amendment, modification, repealing or changes to such reference, and the revised, amended, replacement reference or change shall govern unless specifically disavowed by the Alliance.

**(SIGNATURES APPEAR ON FOLLOWING PAGE)**

**IN WITNESS WHEREOF**, we, being the Directors of Alliance for Economic Development for Georgetown County adopt these Bylaws of the Alliance and subscribe our names, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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DRAFT  
\_\_\_\_\_  
\_\_\_\_\_

**ALLIANCE FOR ECONOMIC DEVELOPMENT FOR GEORGETOWN COUNTY, I**  
CERTIFY that I am the duly elected, qualified and acting Secretary of Alliance for Economic  
Development for Georgetown County, a South Carolina nonprofit (the “Alliance”), and that the  
Bylaws of the Alliance were duly adopted by the Directors of the Alliance at the organizational  
meeting of the Directors of the Alliance, and are effective as of the \_\_\_\_\_ day of  
\_\_\_\_\_, 2017.

ALLIANCE FOR ECONOMIC DEVELOPMENT FOR GEORGETOWN COUNTY

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

Its Secretary: \_\_\_\_\_

SWORN TO before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public South Carolina

My Commission expires: \_\_\_\_\_

Item Number: 7.a  
Meeting Date: 1/24/2017  
Item Type: PUBLIC HEARINGS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**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:**

Recommendations regarding Ordinance No. 2016-40 provided under separate report.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Budget Ordinance 2016-40	Cover Memo
<input type="checkbox"/> 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: 7.b  
Meeting Date: 1/24/2017  
Item Type: PUBLIC HEARINGS

**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:**

Recommendations regarding Ordinance No. 2016-41 are provided under separate report.

**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

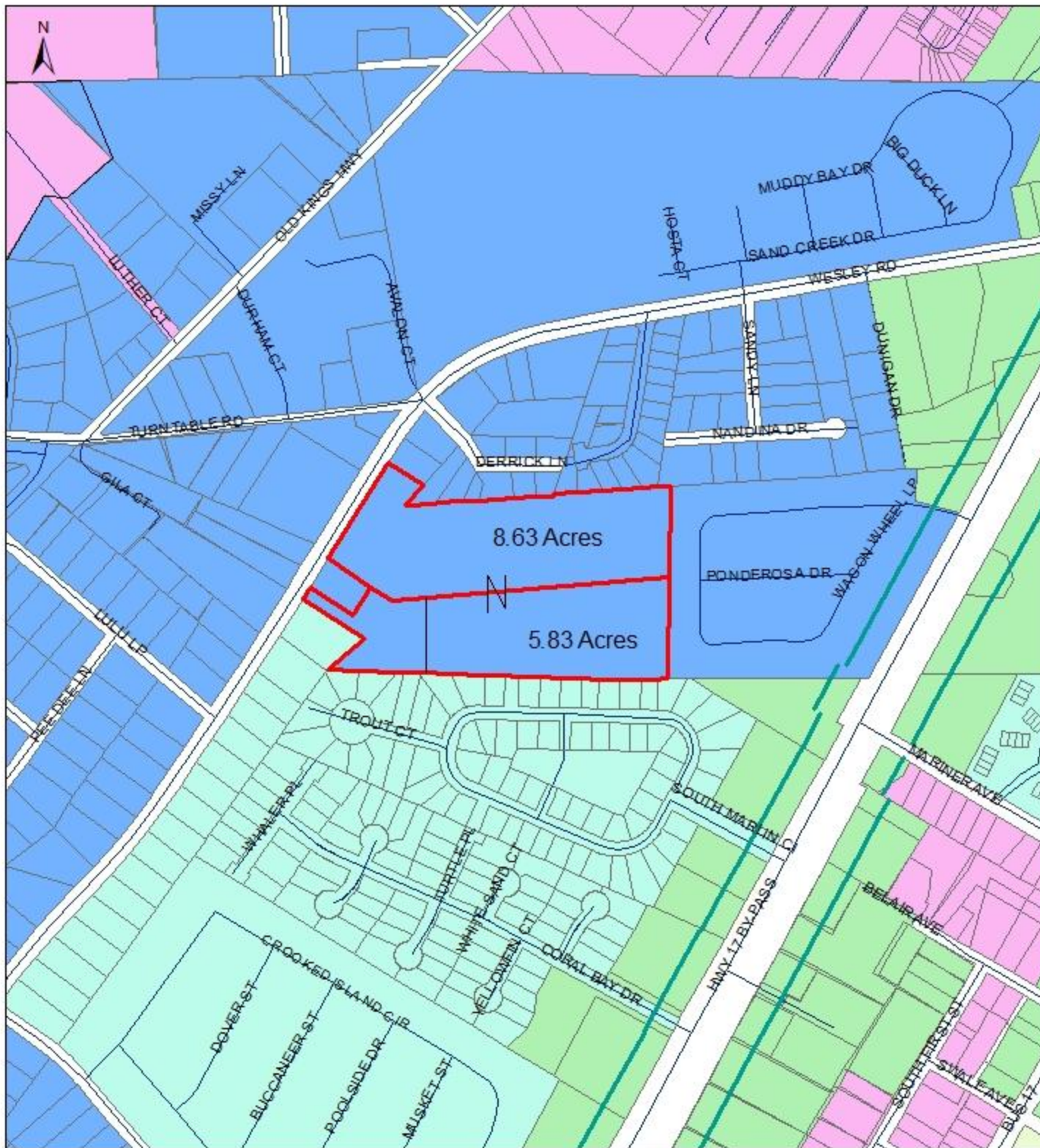
First Reading: \_\_\_\_\_

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: 7.c  
Meeting Date: 1/24/2017  
Item Type: PUBLIC HEARINGS

**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:**

Recommendations regarding Ordinance No. 2016-43 provided under separate report.

**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

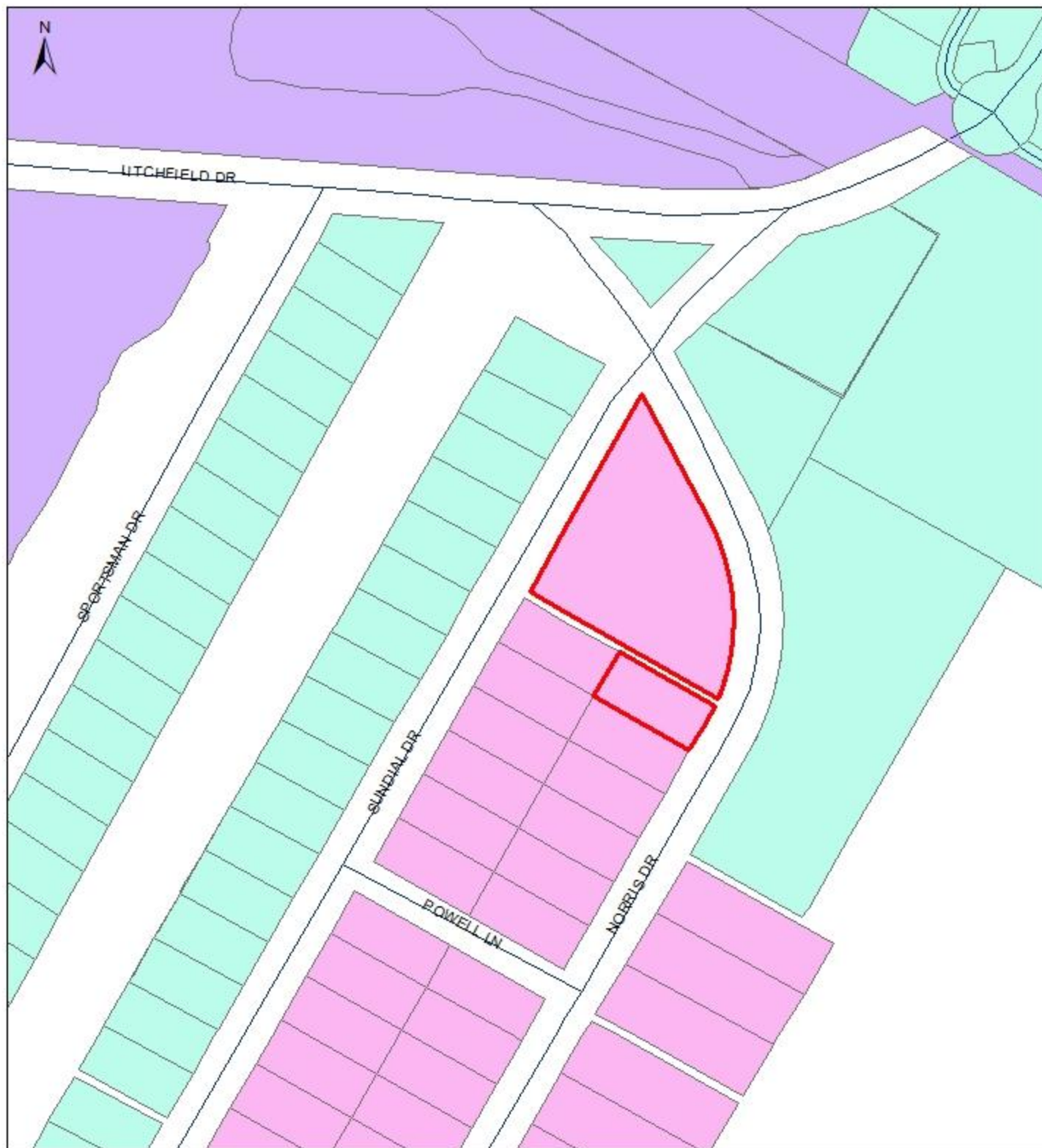
TOWN OF ANDREWS

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:** 8.a  
**Meeting Date:** 1/24/2017  
**Item Type:** APPOINTMENTS TO BOARDS AND COMMISSIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Waccamaw Center for Mental Health Governing Board

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

The Waccamaw Mental Health Board is a regional board consisting of fifteen (15) board members from Horry, Williamsburg, and Georgetown Counties.

The number of seats appointed by each county is based on county population. Georgetown County Council currently appoints three of the 15 seats.

The Board has requested County Council's favorable consideration in nominating Mr. Gilmore McManus (who currently represents Georgetown County) for reappointment to the Board.

County Council makes nominations for board membership, and appointments are made by the Governor.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Nominate Mr. Gilmore McManus for reappointment to the Waccamaw Center for Mental Health Governing Board.
2. Do not nominate Mr. McManus for reappointment to this Board.

**STAFF RECOMMENDATIONS:**

Nominate Mr. Gilmore McManus for reappointment to the Waccamaw Center for Mental Health Governing Board.



Item Number: 10.a  
Meeting Date: 1/24/2017  
Item Type: THIRD READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**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 third reading of Ordinance 2016-40.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Budget Ordinance 2016-40	Cover Memo
<input type="checkbox"/> 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: 10.b  
Meeting Date: 1/24/2017  
Item Type: THIRD 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:**

County Council voted 6-0 for approval of Ordinance No. 2016-41 at 2nd reading.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▣ 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.

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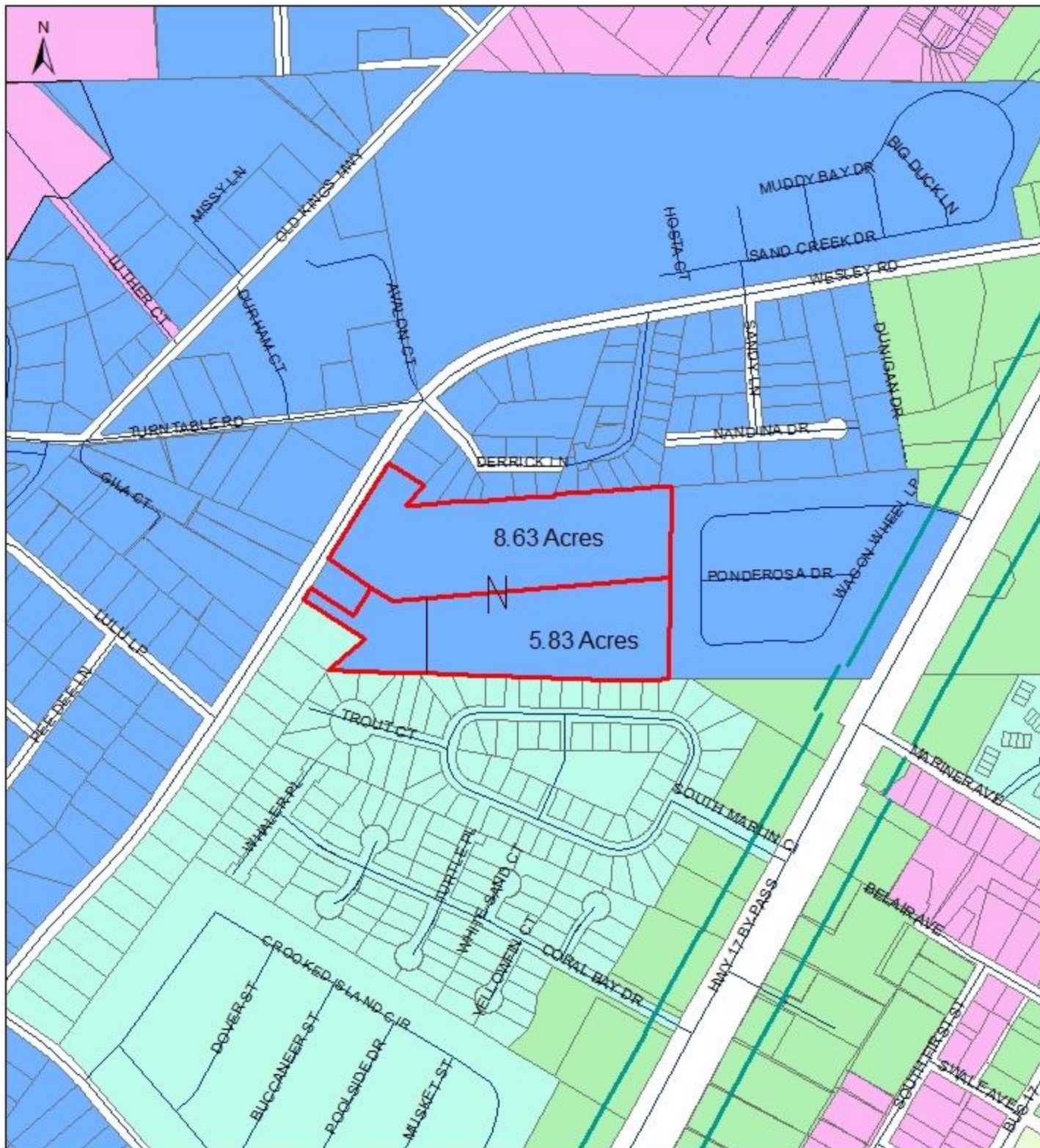
Wesley Bryant  
Georgetown County Attorney

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:** 10.c  
**Meeting Date:** 1/24/2017  
**Item Type:** THIRD 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:**

County Council voted 6-0 for approval of Ordinance No. 2016-42 at 2nd reading.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▣ Ordinance No 2016-42	Ordinance
▣ Abernethy attachments	Backup Material
▣ Supplemental Report A	Backup Material
▣ Supplemental Report B	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

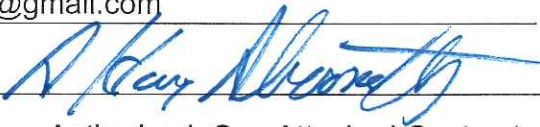
Proposed Zoning Classification: R-6

**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](mailto: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







Arthur A Turner Jr.  
Claudia Mae W England  
Donald W Lash  
Terry W. Becker, Jr  
Harvey F Lowes  
Meredith W Crown  
Donald W Lash  
Raleigh L Tharpe  
Richard Frank Godfrey  
Susan Bradford Mullins  
Murrells Inlet Investors, LLC  
Alfred W Siberini  
Donald Lewis Dye  
Lisa Fry  
Robert L Johnston  
David M Elliott Jr  
Harvey F Lowes  
Wendy Wesley Spring  
John S. & Sylvia Harlow, Jr.  
Robert J Pesce  
Nanette L Friley  
William & Delores Holt  
Howard Wayne Wesley  
Robert E. & Donna L. LaTour  
Sheila G Bode  
Dzwonczyk Douglas D  
James W. Haigler & Loetta J. Haigler Trust  
Felicia E. Collins  
Cornelia E Lockaby  
Donald P. Kenyon  
Michael W Ward  
Carol H Belge  
Wendy Wesley Spring  
Evielee Gibson

4899 Wesley Road  
P O Box 253  
4643 Wesley Road  
4873 Wesley Road  
4886 Wesley Rd  
5537 Huckleberry Drive  
4643 Wesley Road  
4725 Wesley Road  
241 Chesapeake Ln  
4627 Wesley Road  
245 Business Center Lane  
983 S Martin Circlea  
1501 Tidal Point Rd  
969 Derrick Lane  
990 S Marlin Circle  
1071 Turntable Road  
4886 Wesley Road  
4852 Wesley Road  
122 Catawba Air Road  
923 Trout Court  
804 S Marlin Circle  
501 N Shore Dr  
P O Box 128  
55 South Jefferson Avenue #6  
927 Trout Court  
432 Catherine St  
816 S. Marlin Circle  
4887 Wesley Road  
906 S Marlin Cir  
P. O. Box 640  
2010 Rolling Pines Dr  
115 Quinby Circle  
4852 Wesley Road  
964 S Marlin Cir

Murrells Inlet SC	29576
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Murrells Inlet SC	29576
Byrantown MD	20617
Murrells Inlet SC	29576
Murrells Inlet SC	29576
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Murrells Inlet SC	29576
Murrells Inlet SC	29576
Murrells Inlet SC	29576
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Murrells Inlet SC	29576
Murrells Inlet SC	29576
Murrells Inlet SC	29576
Mooresville NC	28117
Murrells Inlet SC	29576
Murrells Inlet SC	29576
Southport NC	28461
Murrells Inlet SC	29576
Catskill NY	12414
Murrells Inlet SC	29576
Somerville NJ	08876
Murrells Inlet SC	29576
Murrells Inlet SC	29576
Murrells Inlet SC	29576
Central Square NY	13036
Columbia SC	29206
Quinby SC	29506
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

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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 B. Martin	868 S. Martin Circle
Elizabeth Blume	828 S. Martin Circle
Nancy McMillan	822 S. Martin Circle MI 29576
Nancy Hlinka	875 S. Martin Circle MI 29576
Sylvia Hargrett	832 S. Martin Cir. MI. 29576
Cornelia Lockaby	906 S. Martin Circle, M.I. 29576
Dorothy D'Angelo	913 S. Martin Cir MI 29576
Thomas L. Dye	854 S. Martin Cir - M.I. 29576
Elaine A. Crane	838 S. Martin Cir MI 29576
Karen Bopas	834 S. Martin 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

Form 330 PAGE 1 of 9



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

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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

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**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 \_\_\_\_\_.

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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

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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.

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**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



Barbara & Thomas Feddon

874 S. Marlin Circle

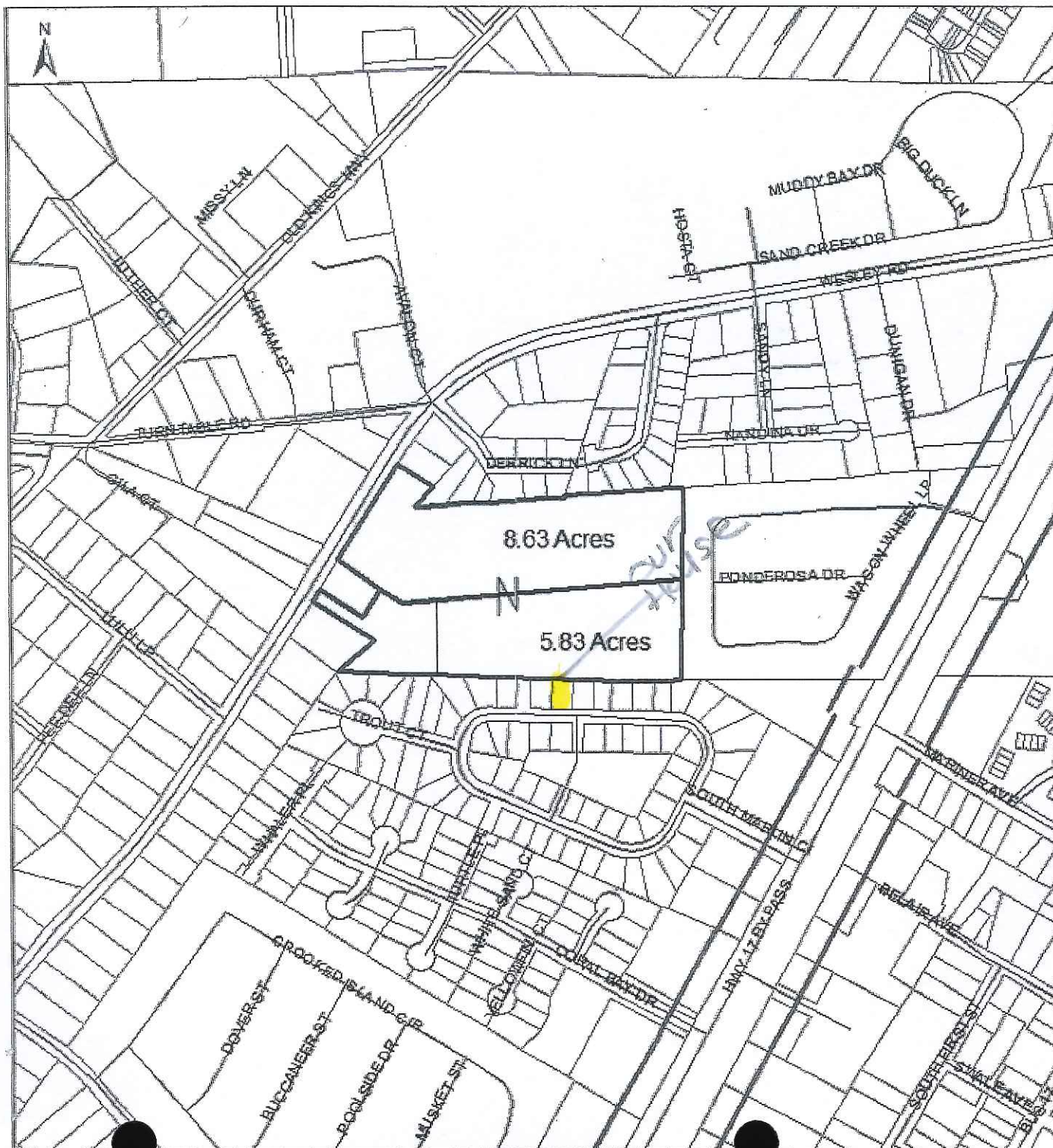
Murrells Inlet, SC 29576

ATTACHMENT: Map of area





843-651-1609



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



### Legend

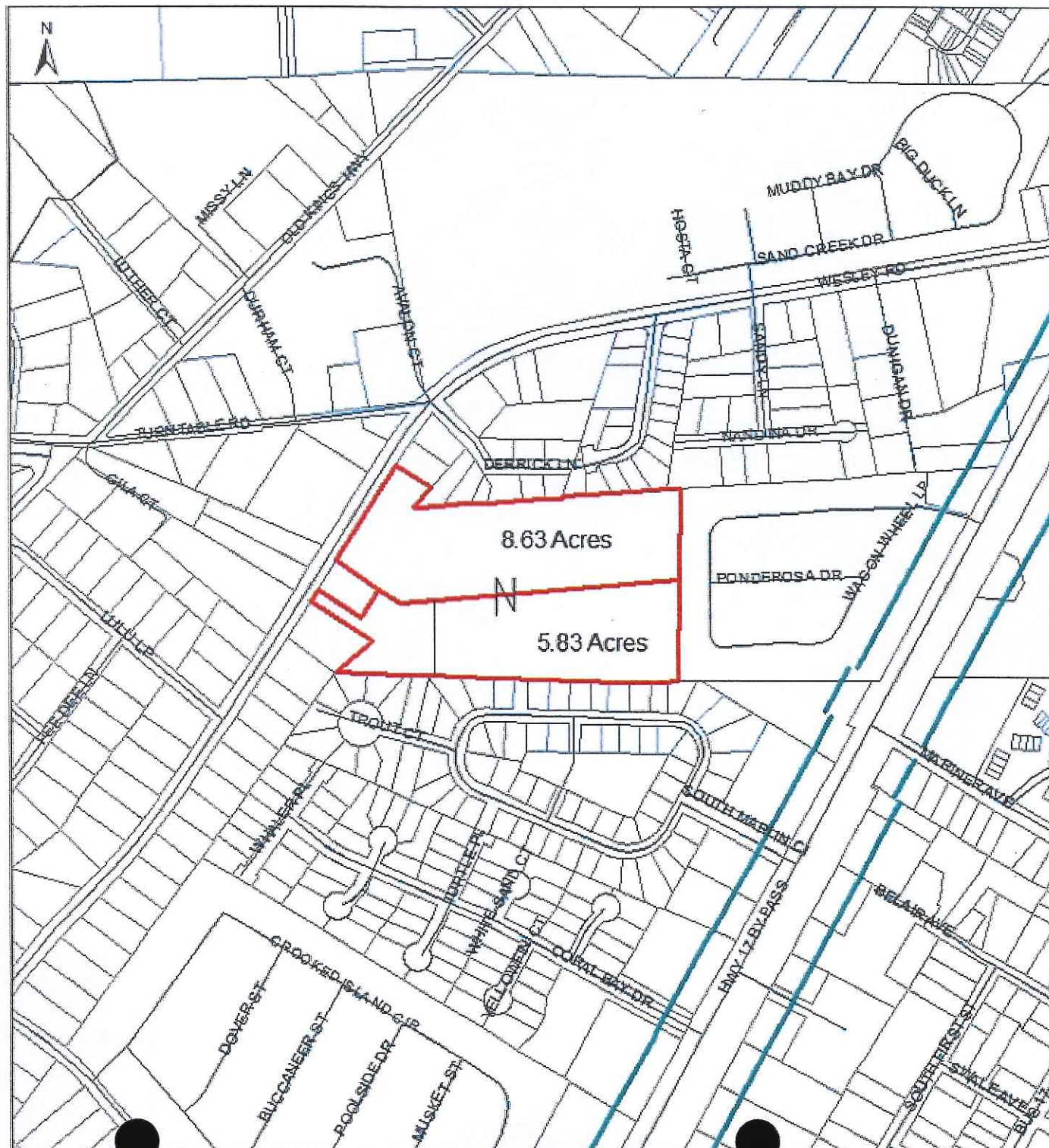
-  90' SETBACK (Hwy 17)
-  Thomas Collins
-  Parcels
-  Streets

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 Location  
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.



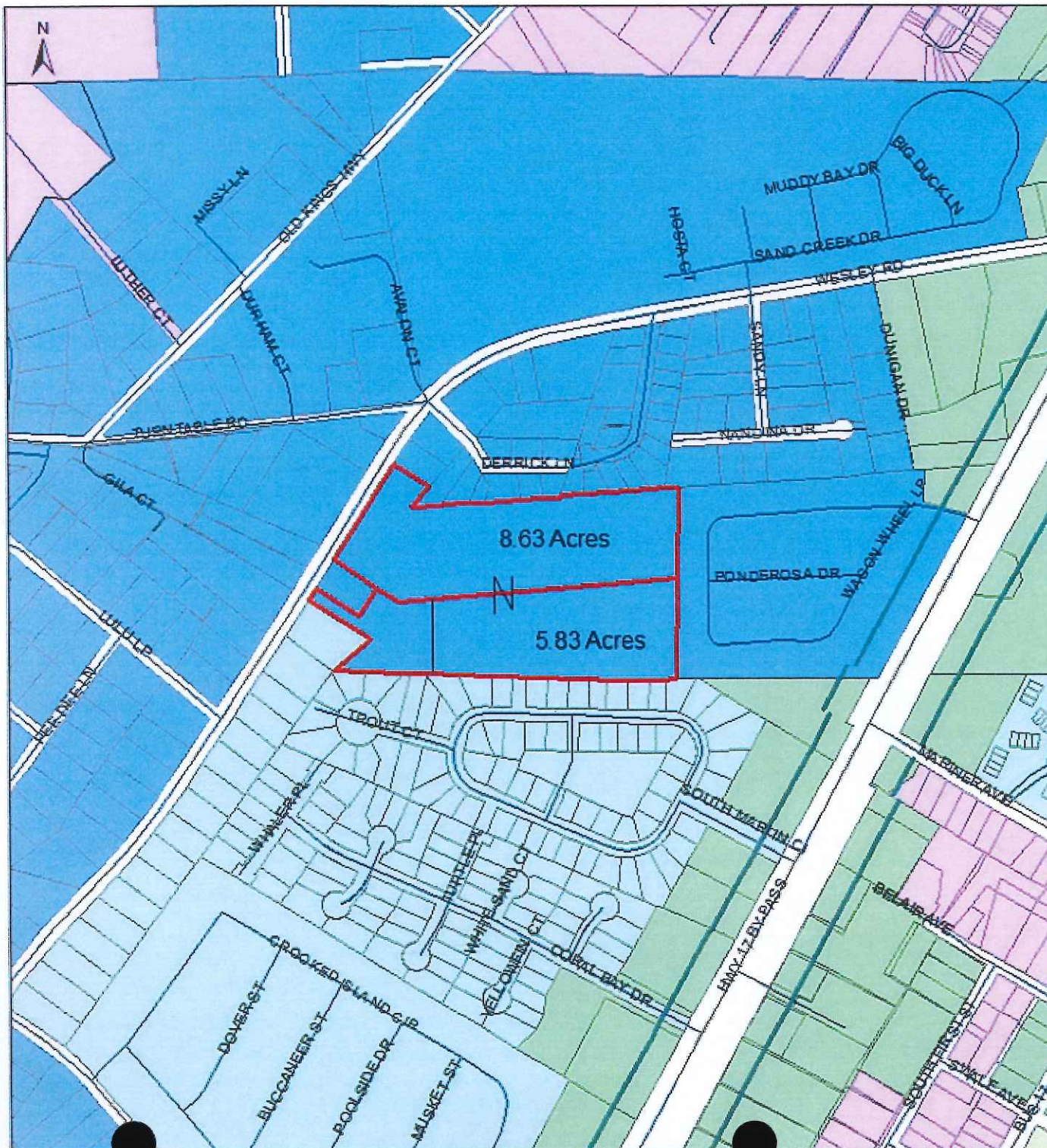
This is a detailed plat map of a residential area. The map features several streets including Wilder Ct, Missy Ln, Old Kings Hwy, Sand Creek Dr, Wesley Rd, Hostet St, Derrick Ln, Nadeau Dr, Garrison Ln, Woodlawn Ph 1, Glagat, Wet Delon, Trout Cr, Live Oak Community Mhp, Coral Bay Village, Captains Cove Mhp, Crooked Island Cir, Poolside Dr, Musket St, South Martin Ct, Hwy 17 Bypass, Belair Ave, and Southern Blvd. Various land parcels are shown with different colors and patterns, indicating different zoning types such as PD (Planned Development), R1/2AC (Residential Single-Family), MHP (Medium-Density Residential), and GC (General Commercial). A central parcel is highlighted in blue and divided into two sections labeled '8.63 Acres' and '5.83 Acres'. The map also includes a north arrow and a scale bar.

## Identity

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



**Legend**

— 90' SETBACK (Hwy 17)

□ Thomas Collins

□ Parcels

— Streets

County Parcel FLU

**FUTURE\_LAN**

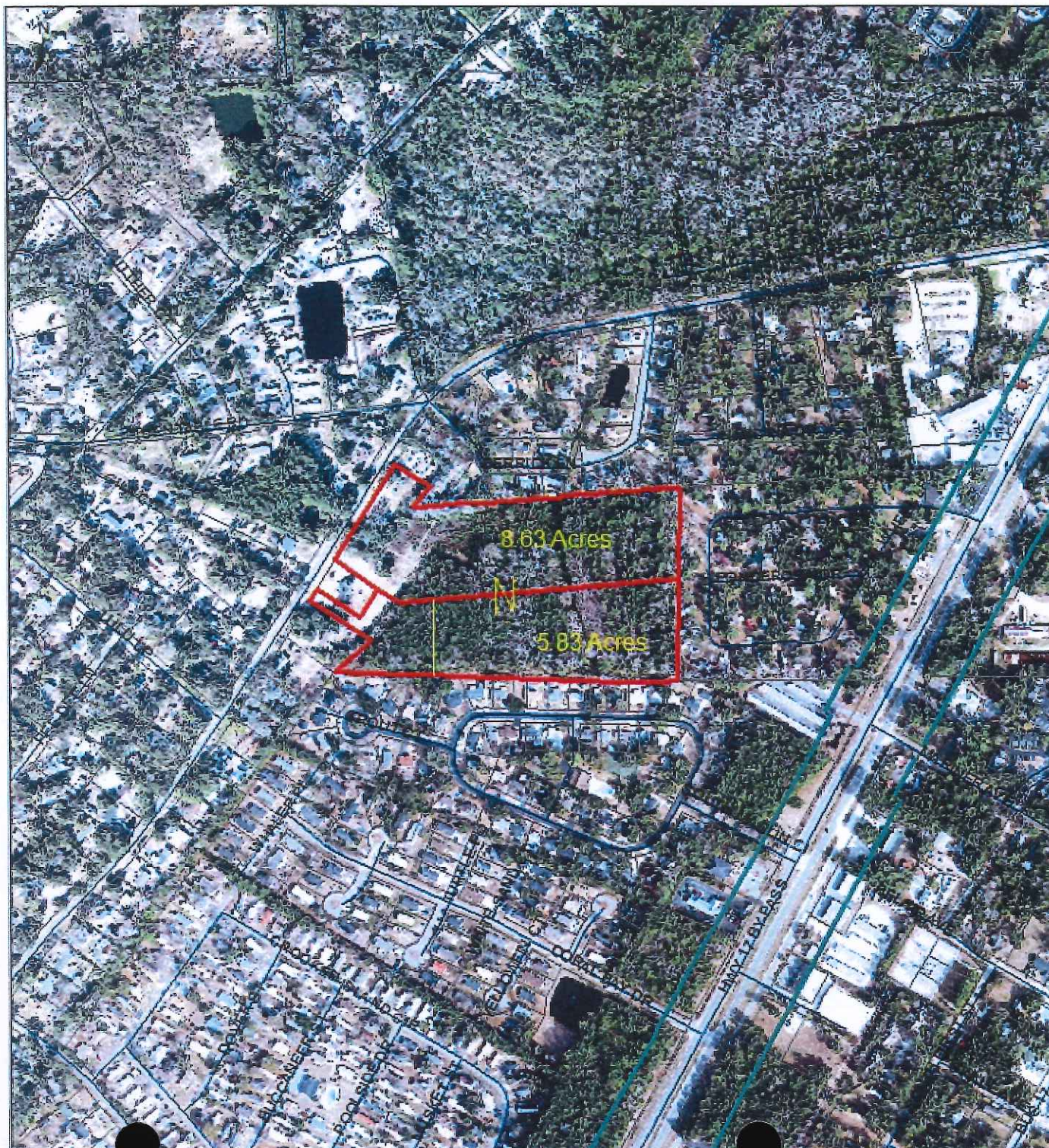
- CITY OF GEORGETOWN
- COMMERCIAL
- CONSERVATION PRESERVATION
- EASEMENT
- HIGH DENSITY RESIDENTIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- POND
- PRIVATE RECREATIONAL
- PUBLIC RECREATIONAL
- PUBLIC/SEMI-PUBLIC
- TOWN OF ANDREWS
- TOWN OF PI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

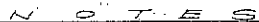
*Georgetown, South Carolina 29442*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

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

- RHDNDA D. FLOYD  
- P.O. BOX III  
- MURRELLS INLET, SC. 29576  
- DEED BOOK TSB 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.

*Richard D. Floyd* 2/2/14  
SIGNED DATE  
*Thomas D. Cole* 2/5/14  
SIGNED DATE

**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 2 Paul Johnson  
Planning Signature  
Judith Blankenship  
Planning Signature

**PowerLand Surveying**



"I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF AND IN MY PROFESSIONAL  
OPINION, THE SURVEY SHOWN HEREIN IS 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. SO THERE ARE NO ENCROACHMENTS  
OR PROJECTIONS OTHER THAN SHOWN."

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

WESLEY ROAD

COMMON

ROAD

COMMON

COMMON  
AREA

POND

SELLER

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

1/10/17

**From:** Holly Richardson  
**Sent:** Tuesday, January 10, 2017 9:53 AM  
**To:** Theresa Floyd  
**Subject:** FW: Rezone 15 acres in MI- Waccamaw Neck "Homes for sale"  
**Attachments:** 20170109160727728.pdf

**Importance:** High

FYI. For a rezoning in Murrells Inlet for tonight's meeting.

-----Original Message-----

From: Chip Abernethy [<mailto:cabernethy@lachicotte.com>]  
Sent: Monday, January 09, 2017 4:33 PM  
To: John Thomas <[jthomas120@sc.rr.com](mailto:jthomas120@sc.rr.com)>; Holly Richardson <[hrichardson@gtcounty.org](mailto:hrichardson@gtcounty.org)>; Boyd Johnson <[bjohnson@gtcounty.org](mailto:bjohnson@gtcounty.org)>  
Cc: Harvey Abernethy <[abernethy.h@gmail.com](mailto:abernethy.h@gmail.com)>  
Subject: Rezone 15 acres in MI- Waccamaw Neck "Homes for sale"  
Importance: High

John & Holly & Boyd,

Please see the attached information on homes for sale in all of Pawleys, Litchfield, Murrells Inlet (GT County)/ Waccamaw Neck. I pulled all the homes that are built from 2000-2017 in the price range of \$200k to \$275k. There are 11 homes on the market that can be purchased which shows a serious lack of inventory for affordable homes. The community we will be developing on the 15 acres will have homes priced around \$250k to \$275k.

I hope this information helps with understanding the need for smaller lots to provide homes in this price range.

Holly & Boyd – If you can please provide this information to the County Council members. I also have some signatures of homeowners on Wesley road that are in favor of the development that I will be e-mailing tomorrow.

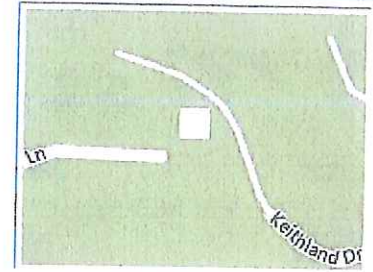
Thank you,

Chip Abernethy  
Cooper & Abernethy, LLC  
Abernethy Development Group, LLC  
C-843-241-2654  
[cabernethy@lachicotte.com](mailto:cabernethy@lachicotte.com)

# ALL FIELDS DETAIL



MLS #	1623798	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	0
Address	221 Moss Dale Ln	Formal Dining	No
Address 2		Style	Traditional
City	Pawleys Island	Type of Parking	Attached 2
State	SC	Vehicle Parking	-Car
Zip	29585	Capacity	4
Area	45A Pawleys Island Area		
Class	RESIDENTIAL		
Asking Price	\$220,000		
Sale/Rent	For Sale		
Picture	18		
Price/HtdSQFT			
Price of Warranty			
Days On Market	28		
Provider Company			



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29585	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Resale
County	Georgetown	Agent Hit Count	139
Client Hit Count	179	Listing Agent	Adam Tadlock - Cell: 843-997-9824
List Team		Listing Office	Pawleys Island Realty Co - Main Line: 843-237-2431
CSL Subagents Fee	0	Buyers Broker Fee	3
Variable Commission (Y/N)	No	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	Altman
Home Warranty		Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement		Section/Subdivision	Hagley Estates
Zoning	RES	Tax Map#	04-0207-541-00-00
2nd Tax Map #		3rd Tax Map #	
Legal Description	5 SEC C TR 1 HAGLEY ESTAT	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished	No	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	1501-1600
Est. SqFt Under Roof	2001-2100	HOA as Calculated Monthly	\$0
Approximate Year Built	2000	Frequency HOA Paid	Does not have HOA
MLS Approved Lockbox	Yes	Number of Acres	
Grid Map Page	54	Grid Map#	54QQ44
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	12/12/2016
Status Date	12/12/2016	HotSheet Date	12/12/2016
Price Date	12/12/2016	Input Date	12/12/2016 8:34 PM
Associated Document Count	0	Original Price	\$220,000
HOA Contact Name & Number		Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

Master Bedroom	Interior Features	Water Heater	Utilities Available
Ceiling Fan	Wind Treat Convey	Electric	Electricity
1st Flr Level	Garage Door Opener	Foundation	Water Public
Master Bath	Workshop	Slab	Sewer
Double Sink	Wshlr/Dryer Connection	Other Rooms	Cable TV
Kitchen	Exterior Finish	1st Floor Bedrooms	Underground Utilities
Range	Vinyl Siding	1st Floor Baths	Telephone
Dishwasher	Levels	Exterior Features	Showing

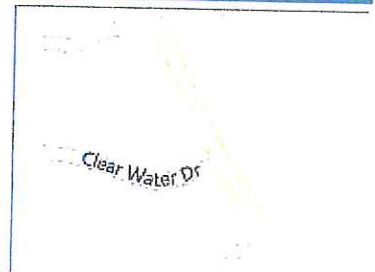
MLS # 1623798



## ALL FIELDS DETAIL



MLS #	1700158	Bedrooms	4
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	0
Address	18 Clearwater Dr	Formal Dining	Yes
Address 2		Style	Ranch
City	Pawleys Island	Type of Parking	Attached 2
State	SC	Vehicle Parking	-Car
Zip	29585	Capacity	3
Area	44A Pawleys Island Mainland		
Class	RESIDENTIAL		
Asking Price	\$229,900		
Sale/Rent	For Sale		
Picture	10		
Price/HtdSQFT			
Price of Warranty			
Days On Market	5		
Provider Company	Beverly Homes LLC		



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29585	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Never Occupied
County	Georgetown	Agent Hit Count	81
Client Hit Count	134	Listing Agent	Adam Wilson - Cell: 843-222-9728
List Team		Listing Office	The Beverly Group - Main Line: 843-236-5050
CSL Subagents Fee	none	Buyers Broker Fee	3
Variable Commission (Y/N)	No	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	Beverly Homes
Home Warranty	Yes	Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement		Section/Subdivision	The Cottages at Pawleys Island
Zoning	RES	Tax Map#	04-0204-008-01-00
2nd Tax Map #		3rd Tax Map #	
Legal Description	LOT 1 SLD 753-6	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished		Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	1701-1800
Est. SqFt Under Roof	2501-2600	HOA as Calculated Monthly	\$20
Approximate Year Built	2015	Frequency HOA Paid	Annually
MLS Approved Lockbox	No	Number of Acres	0.16
Grid Map Page	49	Grid Map#	49QQ41
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	1/4/2017
Status Date	1/4/2017	HotSheet Date	1/4/2017
Price Date	1/4/2017	Input Date	1/4/2017 3:54 PM
Associated Document Count	1	Original Price	\$229,900
HOA Contact Name & Number	Prestige Mgt Connie Suggs 336-378-1778	Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	04-0204-008-01-00
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

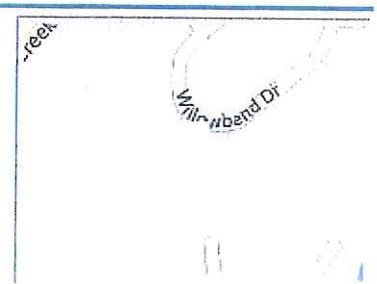
Living Room	Master Bath	Exterior Finish	Utilities Available
Bar	Shower	Masonry Accent	Electricity
Vaulted/Cathedral Ceiling	Vanity	Vinyl Siding	Water Public
Ceiling Fan	Kitchen	Levels	Sewer
Dining Room	Range	Single Level	Cable TV
Area	Garbage Disposal	Heating and Cooling	Telephone

MLS # 1700158

# ALL FIELDS DETAIL



MLS #	1620240	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	0
Address	50 Willowbend Drive	Formal Dining	No
Address 2	Prince Creek Linksbrook	Style	Ranch
City	Murrells Inlet	Type of Parking	Attached 2
State	SC	Vehicle Parking	-Car
Zip	29576	Capacity	4
Area	40A Murrells Inlet - Georgetown		
County	Georgetown		
Class	RESIDENTIAL		
Asking Price	\$234,500		
Sale/Rent	For Sale		
Picture	25		
Price/HtdSQFT			
Price of Warranty			
Days On Market	94		
Provider Company			



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29576	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Resale
County	Georgetown	Agent Hit Count	284
Client Hit Count	295	Listing Agent	Ryan Korros - Cell: 843-455-6580
List Team		Listing Office	RE/MAX Southern Shores - Main Line: 843-839-0200
CSL Subagents Fee	CLA	Buyers Broker Fee	3
Variable Commission (Y/N)	No	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	Saunders
Home Warranty	No	Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement		Section/Subdivision	Prince Creek - Linksbrook
Zoning	RES	Tax Map#	41-0133C-001-03-13
2nd Tax Map #		3rd Tax Map #	
Legal Description	Lot 110	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished	No	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	1601-1700
Est. SqFt Under Roof	2301-2400	HOA as Calculated Monthly	\$95
Approximate Year Built	2007	Frequency HOA Paid	Monthly
MLS Approved Lockbox	Yes	Number of Acres	
Grid Map Page	43	Grid Map#	43NN33
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	10/14/2016
Status Date	10/11/2016	HotSheet Date	10/11/2016
Price Date	10/11/2016	Input Date	10/11/2016 11:30 AM
Associated Document Count	1	Original Price	\$234,500
HOA Contact Name & Number	KA Diehl 843-357-9888	Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	41-0133C-001-03-13
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

Living Room	Interior Features	Other Rooms	Lot Description
Vaulted/Cathedral Ceiling	Central Vacuum	Carolina Room	Rectangular
Ceiling Fan	Stairs To Attic	1st Floor Bedrooms	Showing
Dining Room	Wshlr/Dryer Connection	1st Floor Baths	Appointment only

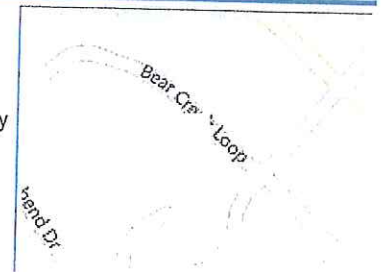
MLS # 1620240



# ALL FIELDS DETAIL



MLS #	1611285	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	0
Address	11 Bear Creek Loop	Formal Dining Style	No
Address 2		Type of Parking	Low Country Attached 2 -Car
City	Murrells Inlet	Vehicle Parking Capacity	2
State	SC		
Zip	29576		
Area	40A Murrells Inlet - Georgetown County		
Class	RESIDENTIAL		
Asking Price	\$234,900		
Sale/Rent	For Sale		
Picture	25		
Price/HtdSQFT			
Price of Warranty			
Days On Market	223		
Provider Company			



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29576	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Resale
County	Georgetown	Agent Hit Count	503
Client Hit Count	672	Listing Agent	The Beach Team - Cell: 843-314-3320
List Team		Listing Office	Trading Spaces Realty - Main Line: 843-314-3320
CSL Subagents Fee	0	Buyers Broker Fee	3
Variable Commission (Y/N)	No	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	Peters
Home Warranty	No	Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement	73.21X127.50X73.21X127.50	Section/Subdivision	Prince Creek - Linksbrook
Zoning	RES	Tax Map#	41-0133C-001-02-18
2nd Tax Map #		3rd Tax Map #	
Legal Description	Lot65@The Colony@linksbro	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished	No	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	1601-1700
Est. SqFt Under Roof	2201-2300	HOA as Calculated Monthly	\$95
Approximate Year Built	2006	Frequency HOA Paid	Monthly
MLS Approved Lockbox	Yes	Number of Acres	
Grid Map Page	43	Grid Map#	430033
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	12/12/2016
Status Date	5/30/2016	HotSheet Date	10/17/2016
Price Date	10/17/2016	Input Date	5/30/2016 9:19 PM
Associated Document Count	1	Original Price	\$239,900
HOA Contact Name & Number	KA Diehl- 843.357.9888	Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	41-0133C-001-02-18
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

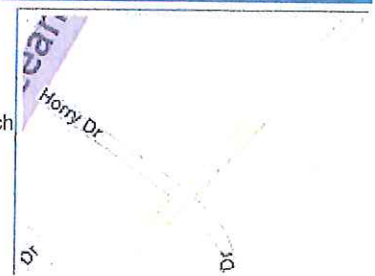
Living Room	Interior Features	Foundation	Utilities Available
Fireplace	Wind Treat Convey	Slab	Electricity
Vaulted/Cathedral Ceiling	Garage Door Opener	Other Rooms	Water Public
Ceiling Fan	Stairs To Attic	Carolina Room	Sewer
Dining Room	Smoke Detector	1st Floor Bedrooms	Cable TV
Area	Wshr/Dryer Connection	1st Floor Baths	Underground Utilities

MLS # 1611285

# ALL FIELDS DETAIL



MLS #	1620675	Bedrooms	2
Status	ACTIVE	Full Baths	2
Type	DETACHED	Half Baths	1
	WITH HPR	Formal Dining	No
Address	5232 Hwy 17	Style	Raised Beach
	Business	Type of Parking	UNDER
Address 2			HOUSE -
City	Murrells Inlet		RAISED
State	SC		BEACH
Zip	29576	Vehicle Parking	3
Area	40A Murrells Inlet	Capacity	
	- Georgetown		
	County		
Class	RESIDENTIAL		
Asking Price	\$245,000		
Sale/Rent	For Sale		
Virtual Tour	Virtual Tour		
Address	Address		
Picture	25		
Price/HtdSQFT			
Price of			
Warranty			
Days On Market	80		
Provider			
Company			



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29576	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Resale
County	Georgetown	Agent Hit Count	186
Client Hit Count	99	Listing Agent	Jan W Fulton - Cell: 843-446-0930
List Team		Listing Office	Beach Realty Group - Main Line: 843-416-9069
CSL Subagents Fee	n/a	Buyers Broker Fee	3%
Variable Commission (Y/N)	Yes	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	Todd Sanborn
Home Warranty	No	Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement		Section/Subdivision	Murrells Inlet Village
Zoning	Res	Tax Map#	41-0404A-014-04-00
2nd Tax Map #		3rd Tax Map #	
Legal Description	Unit 4	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished	No	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	1101-1200
Est. SqFt Under Roof	1801-1900	HOA as Calculated Monthly	\$50
Approximate Year Built	2012	Frequency HOA Paid	Quarterly
MLS Approved Lockbox	Yes	Number of Acres	
Grid Map Page	43	Grid Map#	43PP35
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	11/3/2016
Status Date	10/20/2016	HotSheet Date	11/3/2016
Price Date	10/19/2016	Input Date	10/19/2016 12:37 PM
Associated Document Count	1	Original Price	\$245,000
HOA Contact Name & Number	Phillips Realty 843-238-8664	Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	41-0404A-014-04-00
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

Living Room	Interior Features
Ceiling Fan	Wind Treat Convey

Foundation
Raised Beach

Showing
Appointment only

MLS # 1620675



# ALL FIELDS DETAIL



MLS #	1613230	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	1
Address	13 Turnbridge Court	Formal Dining	No
Address 2		Style	Low Country
City	Murrells Inlet	Type of Parking	Attached 2
State	SC	Vehicle Parking	-Car
Zip	29576	Capacity	4
Area	40A Murrells Inlet - Georgetown		
Class	RESIDENTIAL		
Asking Price	\$259,900		
Sale/Rent	For Sale		
Virtual Tour	Virtual Tour		
Address	Address		
Picture	11		
Price/HtdSQFT			
Price of Warranty			
Days On Market	223		
Provider			
Company			



## GENERAL

VOW Include	Yes
Zip	29576
VOW AVM	Yes
County	Georgetown
Client Hit Count	205
List Team	
CSL Subagents Fee	0
Variable Commission (Y/N)	No
Stipulation of Sale	None
Home Warranty	Yes
4 Sided Lot Measurement	40'x77.97'x41.53'x66.81'
Zoning	Residentia
2nd Tax Map #	
Legal Description	SLD607-8 & 9; SLD 769-1;
Middle School	Waccamaw Middle School
Furnished	No
Great-Family Room	
Kitchen	15'8"x12'1"
Bedroom 1	12'10"x12'1"
Bedroom 3	
Est. SqFt Under Roof	2201-2300
Approximate Year Built	2016
MLS Approved Lockbox	Yes
Grid Map Page	43
Off Market Date	
Display on Internet	Y
Status Date	6/25/2016
Price Date	6/25/2016
Associated Document Count	0
HOA Contact Name & Number	Gold Crown (843) 299-0260
Last Photo Update Date	
Service Level	
Geocode Quality	

VOW Address	Yes
VOW Comment	Yes
Construction Status	Never Occupied
Agent Hit Count	366
Listing Agent	Bud Harper - Cell: 843-240-2266
Listing Office	The Litchfield Company RE - Main Line: 843-237-4000
Buyers Broker Fee	3
Co-Listing Agent	Betsy Harper - Cell: 843-222-6813
Owners Name	Great Southern Homes
Type of Agency	Exclusive Right to Sell
Section/Subdivision	The Cottages at Sterling Pointe
Tax Map#	41-0119-002-07-00
3rd Tax Map #	
Elementary School	Waccamaw Elementary School
High School	Waccamaw High School
Living Room	13'10"x17'8"
Dining Room	13'x13'3"
Master Bedroom	15'1"x13'3"
Bedroom 2	12'1"x15'5"
Est. Heated SqFt	1801-1900
HOA as Calculated Monthly	\$42
Frequency HOA Paid	Monthly
Number of Acres	0.16
Grid Map#	43PP33
Search By Map	
Update Date	12/20/2016
HotSheet Date	6/28/2016
Input Date	6/25/2016 4:04 PM
Original Price	\$259,900
Display on Realtor.com	Yes
Previous Tax Map#	41-0119-002-07-00
Transaction Broker Fee	

## FEATURES

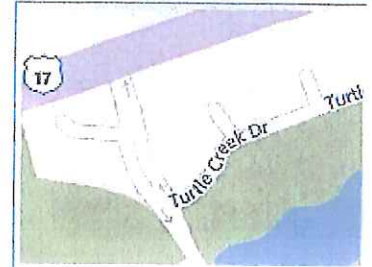
Living Room	Kitchen	Levels	Utilities Available
Ceiling Fan	Range	Two-Story	Electricity
Dining Room	Work Island	Heating and Cooling	Natural Gas
Kit/DR Combo	Dishwasher	Central Heat	Sewer

MLS # 1613230

# ALL FIELDS DETAIL



MLS #	1516365	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	0
Address	39 Hunters Green Lane	Formal Dining	Yes
Address 2		Style	Traditional
City	Pawleys Island	Type of Parking	Attached 2
State	SC	Vehicle Parking	-Car
Zip	29585	Capacity	2
Area	45B Pawleys Island Area -Pawleys Plantation S & DeBordieu		
Class	RESIDENTIAL		
Asking Price	\$260,000		
Sale/Rent	For Sale		
Virtual Tour	Virtual Tour		
Address	Address		
Picture	18		
Price/HtdSQFT			
Price of Warranty			
Days On Market	511		
Provider			
Company			



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29585	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Resale
County	Georgetown	Agent Hit Count	574
Client Hit Count	638	Listing Agent	Henry Roberts - Cell: 843-446-0732
List Team		Listing Office	Litchfield Real Estate - Main Line: 843-237-4241
CSL Subagents Fee	0	Buyers Broker Fee	3
Variable Commission (Y/N)	No	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	Arnst
Home Warranty		Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement		Section/Subdivision	Pawleys Plantation
Zoning	Res	Tax Map#	04-0194D-039-00-00
2nd Tax Map #		3rd Tax Map #	
Legal Description	Lot 39 Tract D	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished	No	Living Room	
Great-Family Room	18x14	Dining Room	11x9
Kitchen	15x9	Master Bedroom	15x14
Bedroom 1	15x11	Bedroom 2	11x10
Bedroom 3		Est. Heated SqFt	1601-1700
Est. SqFt Under Roof	2101-2200	HOA as Calculated Monthly	\$101
Approximate Year Built	2002	Frequency HOA Paid	Quarterly
MLS Approved Lockbox	No	Number of Acres	
Grid Map Page	54	Grid Map#	54QQ43
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	11/28/2016
Status Date	8/15/2015	HotSheet Date	11/28/2016
Price Date	11/28/2016	Input Date	8/15/2015 2:59 PM
Associated Document Count	4	Original Price	\$265,000
HOA Contact Name & Number	Pawleys Plantation POA 843-357-9888	Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	04-0194D-039-00-00
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

Dining Room	Exterior Finish	Exterior Features	Lot Description
MLS # 1516365			Page 1 of 3



## ALL FIELDS DETAIL



MLS #	1620312	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	0
Address	482 Hyacinth Loop	Formal Dining	No
Address 2	Lot 64	Style	Ranch
City	Murrells Inlet	Type of Parking	Attached 2
State	SC	Vehicle Parking	-Car
Zip	29576	Capacity	4
Area	40A Murrells Inlet - Georgetown		
County	Georgetown		
Class	RESIDENTIAL		
Asking Price	\$265,890		
Sale/Rent	For Sale		
Virtual Tour	Virtual Tour		
Address	Address		
Picture	25		
Price/HtdSQFT			
Price of Warranty			
Days On Market	89		
Provider	DR Horton, Inc.		
Company			



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29576	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Never Occupied
County	Georgetown	Agent Hit Count	40
Client Hit Count	18	Listing Agent	Thomas Morris - Cell: 843-251-1664
List Team		Listing Office	DR Horton - Main Line: 843-357-8400
CSL Subagents Fee	0	Buyers Broker Fee	3
Variable Commission (Y/N)	No	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	DR Horton, Inc.
Home Warranty	Yes	Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement		Section/Subdivision	Lakeshore - MI
Zoning	res	Tax Map#	41-0402-024-64-00
2nd Tax Map #		3rd Tax Map #	
Legal Description	LOT 64	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished	No	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	1701-1800
Est. SqFt Under Roof	2401-2500	HOA as Calculated Monthly	\$105
Approximate Year Built	2016	Frequency HOA Paid	Monthly
MLS Approved Lockbox	No	Number of Acres	
Grid Map Page	43	Grid Map#	43NN33
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	12/27/2016
Status Date	10/12/2016	HotSheet Date	12/27/2016
Price Date	12/27/2016	Input Date	10/12/2016 2:36 PM
Associated Document Count	0	Original Price	\$269,990
HOA Contact Name & Number	Gold Crown Management Company 843-445-6007	Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	41-0402-024-64-00
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

Dining Room	Kitchen	Heating and Cooling	Utilities Available
Fam/DR Combo	Range	Central Air	Electricity
Family Rm/Great Rm	Work Island	Electric	Natural Gas

MLS # 1620312

## ALL FIELDS DETAIL



MLS #	1621362	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	0
Address	106 Dunning Road	Formal Dining	No
Address 2		Style	Ranch
City	Pawleys Island	Type of Parking	Attached 2
State	SC	Vehicle Parking	-Car
Zip	29585	Capacity	4
Area	42A Pawleys Island Area		
	-Litchfield		
	Mainland		
Class	RESIDENTIAL		
Asking Price	\$268,000		
Sale/Rent	For Sale		
Picture	17		
Price/HtdSQFT			
Price of Warranty			
Days On Market	72		
Provider Company			



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29585	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Resale
County	Georgetown	Agent Hit Count	136
Client Hit Count	140	Listing Agent	Allison Peteet - Cell: 843-240-2094
List Team		Listing Office	Carolina Properties - Main Line: 843-240-2094
CSL Subagents Fee	0	Buyers Broker Fee	3
Variable Commission (Y/N)	No	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	Sippel
Home Warranty	No	Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement		Section/Subdivision	Bridges of Litchfield
Zoning	res	Tax Map#	04-0412A-039-00-00
2nd Tax Map #		3rd Tax Map #	
Legal Description	Lot 39	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished	No	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	1701-1800
Est. SqFt Under Roof	2201-2300	HOA as Calculated Monthly	\$50
Approximate Year Built	2013	Frequency HOA Paid	Monthly
MLS Approved Lockbox	Yes	Number of Acres	
Grid Map Page	58	Grid Map#	49QQ39
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	11/16/2016
Status Date	10/29/2016	HotSheet Date	10/29/2016
Price Date	10/29/2016	Input Date	10/29/2016 2:25 PM
Associated Document Count	2	Original Price	\$268,000
HOA Contact Name & Number	Waccamaw Management 237-9551	Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	04-0412A-039-00-00
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

Living Room	Interior Features	Water Heater	Utilities Available
Fireplace	Wind Treat Convey	Electric	Electricity
Dining Room	Garage Door Opener	Foundation	Water Public
Lvr/DR Combo	Smoke Detector	Slab	Sewer
Master Bedroom	Wshr/Dryer Connection	Other Rooms	Cable TV
1st Flr Level	Washer/Dryer	Den/Study/Library	Underground Utilities

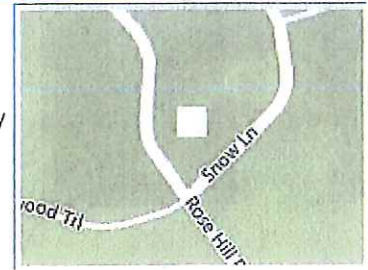
MLS # 1621362



## ALL FIELDS DETAIL



MLS #	1620642	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	0
Address	202 Rose Hill Rd	Formal Dining	No
Address 2		Style	Low Country
City	Pawleys Island	Type of Parking	Attached 2 -Car
State	SC	Vehicle Parking Capacity	3
Zip	29585		
Area	45A Pawleys Island Area		
Class	RESIDENTIAL		
Asking Price	\$268,900		
Sale/Rent	For Sale		
Picture	17		
Price/HtdSQFT			
Price of Warranty			
Days On Market	83		
Provider Company			



## GENERAL

VOW Include	Yes	VOW Address	Yes
Zip	29585	VOW Comment	Yes
VOW AVM	Yes	Construction Status	Resale
County	Georgetown	Agent Hit Count	250
Client Hit Count	187	Listing Agent	Mackie Altman - Cell: 843-240-6944
List Team		Listing Office	Pawleys Seaside Realty - Main Line: 843-314-3222
CSL Subagents Fee	0	Buyers Broker Fee	3
Variable Commission (Y/N)	No	Co-Listing Agent	
Stipulation of Sale	None	Owners Name	Wood
Home Warranty	No	Type of Agency	Exclusive Right to Sell
4 Sided Lot Measurement	85x217x60x210	Section/Subdivision	Hagley Estates
Zoning	res	Tax Map#	04-0207-486-00-00
2nd Tax Map #		3rd Tax Map #	
Legal Description	P19 Sec C	Elementary School	Waccamaw Elementary School
Middle School	Waccamaw Middle School	High School	Waccamaw High School
Furnished	No	Living Room	
Great-Family Room		Dining Room	
Kitchen		Master Bedroom	
Bedroom 1		Bedroom 2	
Bedroom 3		Est. Heated SqFt	1601-1700
Est. SqFt Under Roof	2601-2700	HOA as Calculated Monthly	\$0
Approximate Year Built	2000	Frequency HOA Paid	Does not have HOA
MLS Approved Lockbox	Yes	Number of Acres	0.36
Grid Map Page	53	Grid Map#	53pp45
Off Market Date		Search By Map	
Display on Internet	Y	Update Date	12/27/2016
Status Date	10/18/2016	HotSheet Date	12/27/2016
Price Date	12/27/2016	Input Date	10/18/2016 8:04 PM
Associated Document Count	1	Original Price	\$269,900
HOA Contact Name & Number		Display on Realtor.com	Yes
Last Photo Update Date		Previous Tax Map#	04-0207-486-00-00
Service Level		Transaction Broker Fee	
Geocode Quality			

## FEATURES

Living Room	Interior Features	Foundation	Utilities Available
Fireplace	Wind Treat Convey	Crawl	Electricity
Ceiling Fan	Smoke Detector	Other Rooms	Water Public
Dining Room	Wshr/Dryer Connection	Den/Study/Library	Sewer
Area	Fireplace	1st Floor Bedrooms	Cable TV
Kit/DR Combo	Floor Cover	1st Floor Baths	Telephone
Master Bedroom	Tile	Exterior Features	Lot Description
Vaulted/Cath. Ceiling	Wood	Patio	Rectangular

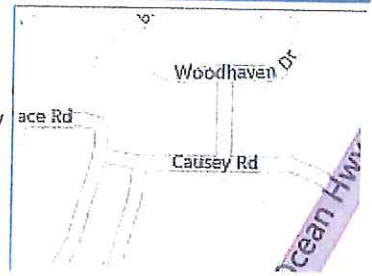
MLS # 1620642

Page 1 of 3

# ALL FIELDS DETAIL



MLS #	1620406	Bedrooms	3
Status	ACTIVE	Full Baths	2
Type	Detached	Half Baths	1
Address	14 Turnbridge Court	Formal Dining	No
Address 2		Style	Low Country
City	Murrells Inlet	Type of Parking	Attached 2
State	SC	Vehicle Parking	-Car
Zip	29576	Capacity	4
Area	40A Murrells Inlet - Georgetown County		
Class	RESIDENTIAL		
Asking Price	\$269,900		
Sale/Rent	For Sale		
Virtual Tour	Virtual Tour		
Address	Address		
Picture	11		
Price/HtdSQFT			
Price of Warranty			
Days On Market	87		
Provider			
Company			



## GENERAL

VOW Include	Yes
Zip	29576
VOW AVM	Yes
County	Georgetown
Client Hit Count	126
List Team	
CSL Subagents Fee	0
Variable Commission (Y/N)	No
Stipulation of Sale	None
Home Warranty	Yes
4 Sided Lot Measurement	40'x 61'x 57' x 40'
Zoning	Residentia
2nd Tax Map #	
Legal Description	SLD607-8 & 9; SLD 769-1;
Middle School	Waccamaw Middle School
Furnished	No
Great-Family Room	13'4"x17'4
Kitchen	11'6"x9'5"
Bedroom 1	12' x13'8"
Bedroom 3	
Est. SqFt Under Roof	2501-2600
Approximate Year Built	2016
MLS Approved Lockbox	No
Grid Map Page	43
Off Market Date	
Display on Internet	Y
Status Date	10/14/2016
Price Date	10/14/2016
Associated Document Count	0
HOA Contact Name & Number	Gold Crown (843) 299-0260
Last Photo Update Date	
Service Level	
Geocode Quality	

VOW Address	Yes
VOW Comment	Yes
Construction Status	Under Construction
Agent Hit Count	142
Listing Agent	Bud Harper - Cell: 843-240-2266
Listing Office	The Litchfield Company RE - Main Line: 843-237-4000
Buyers Broker Fee	3
Co-Listing Agent	Betsy Harper - Cell: 843-222-6813
Owners Name	Great Southern Homes
Type of Agency	Exclusive Right to Sell
Section/Subdivision	The Cottages at Sterling Pointe
Tax Map#	41-0119-002-03-00
3rd Tax Map #	
Elementary School	Waccamaw Elementary School
High School	Waccamaw High School
Living Room	
Dining Room	11'5x12'10
Master Bedroom	15'x13'4"
Bedroom 2	12'x13'8"
Est. Heated SqFt	2001-2100
HOA as Calculated Monthly	\$42
Frequency HOA Paid	Monthly
Number of Acres	0.15
Grid Map#	43PP33
Search By Map	
Update Date	12/20/2016
HotSheet Date	10/14/2016
Input Date	10/14/2016 11:41 AM
Original Price	\$269,900
Display on Realtor.com	Yes
Previous Tax Map#	41-0119-002-03-00
Transaction Broker Fee	

## FEATURES

Dining Room	Kitchen	Levels	Utilities Available
Kit/DR Combo	Range	Two-Story	Electricity
Family Rm/Great Rm	Work Island	Heating and Cooling	Natural Gas

MLS # 1620406



①

January 10, 2017  
Supplemental  
Report

January 3, 2017

Mr. John Thomas, Chairman  
Georgetown County Council  
c/o Theresa Floyd, Clerk to Council  
716 Prince Street  
Georgetown, SC 29440

Re: Rezoning of Tax Map # 41-0121-003-00-00 and 41-0121-003-02-00 on Wesley Road – District 1

Dear Chairman Thomas:

I/we live in the Wesley Road area community. I/we believe the single-family community proposed to be developed by Abernethy Development Group, LLC on Wesley Road, containing approximately 56 lots (Please see the attached concept plan), will be an asset to the community.

I/we request that the rezoning request by Abernethy Development Group, LLC be approved by Georgetown County Council to allow this new addition to our community.

Print Name: Angela White

Signature: Angela White

Address: 5188 Wesley Rd

Print Name: MICHAEL R. GABAY

Signature: Michael R. Gabay

Address: 5187 Wesley Rd

Print Name: Jane Taylor

Signature: Jane Taylor

Address: 5182 Wesley Rd.

Print Name: Karen Sellers

Signature: Karen Sellers

Address: 5345 Wesley Road



2

January 3, 2017

Mr. John Thomas, Chairman  
Georgetown County Council  
c/o Theresa Floyd, Clerk to Council  
716 Prince Street  
Georgetown, SC 29440

Re: Rezoning of Tax Map # 41-0121-003-00-00 and 41-0121-003-02-00 on Wesley Road – District 1

Dear Chairman Thomas:

I/we live in the Wesley Road area community. I/we believe the single-family community proposed to be developed by Abernethy Development Group, LLC on Wesley Road, containing approximately 56 lots (Please see the attached concept plan), will be an asset to the community.

I/we request that the rezoning request by Abernethy Development Group, LLC be approved by Georgetown County Council to allow this new addition to our community.

Print Name: Rodney Thompson

Signature: [Signature]

Address: 5153 Wesley Rd

Print Name: Glenn Satterfield

Signature: [Signature]

Address: 5147 Wesley Rd

Print Name: Asa Brown (Mark)

Signature: asa B.

Address: 5101 Wesley Rd. Murrells Inlet SC

Print Name: Paul Aiesi

Signature: [Signature]

Address: Wesley Road Murrells Inlet SC [Tas: 41-0119-030-02-00]



Print Name:

Lou Ethel Grate

Signature:

Lou Ethel Grate

Address:

5408 Wesley Rd  
Murrells Inlet, SC 29576

Print Name:

Angela Taillefer

Signature:

Angela Taillefer

Address:

4887 Wesley Rd  
Murrells Inlet, SC 29576

Print Name:

Signature:

Address:

Print Name:

JASON RALEY

Signature:

Jason Raley

Address:

4931 PEE DEE LN. MURRELLS INLET SC 29576

Print Name:

Barbara Collins

Signature:

Barbara Collins

Address:

4871 Wesley Rd Murrells Inlet SC 29576

Print Name:

Ashley Raley

Signature:

Ashley Raley

Address: 4931 Pee Dee Lane

Murrells Inlet SC 29576



5

Print Name:

Abraham Grate III

Signature:

Abraham Grate III

Address:

5409 Wesley Rd  
Murrells Inlet, SC 29576

Print Name:

Claudia England

Signature:

Claudia England

Address:

1002 Turn Table Rd  
MF

Print Name:

William Heilodger

Signature:

William Heilodger

Address: 5065 Wesley Rd

Murrells Inlet SC 29576

6

Print Name:

Brenda Herlocker

Signature:

Brenda Herlocker

Address:

5005 Wesley Rd

Murrells Inlet SC 29576

Print Name:

Stephanie N. Alford

Signature:

Stephanie N. Alford

Address:

1064 Turntable Road

MT, SC 29576

Print Name:

Shannon Alford

Signature:

Shannon Alford

Address:

1064 Turntable Rd

MT, SC 29576

7

Print Name:

Joshua O. Wildes

Signature:

Joshua O. Wildes

Address:

4901 Wesley Rd Morrell's Inlet S.C.  
29576

Print Name:

David M Robarge

Signature:

David M Robarge

Address:

4809 Wesley rd. M.I. S.C. 29576

Print Name:

Thomas G Collins

Signature:

Thomas G Collins

Address:

4871 Wesley Road Morrell's Inlet S.C. 29576



**Item Number:** 10.d  
**Meeting Date:** 1/24/2017  
**Item Type:** THIRD 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

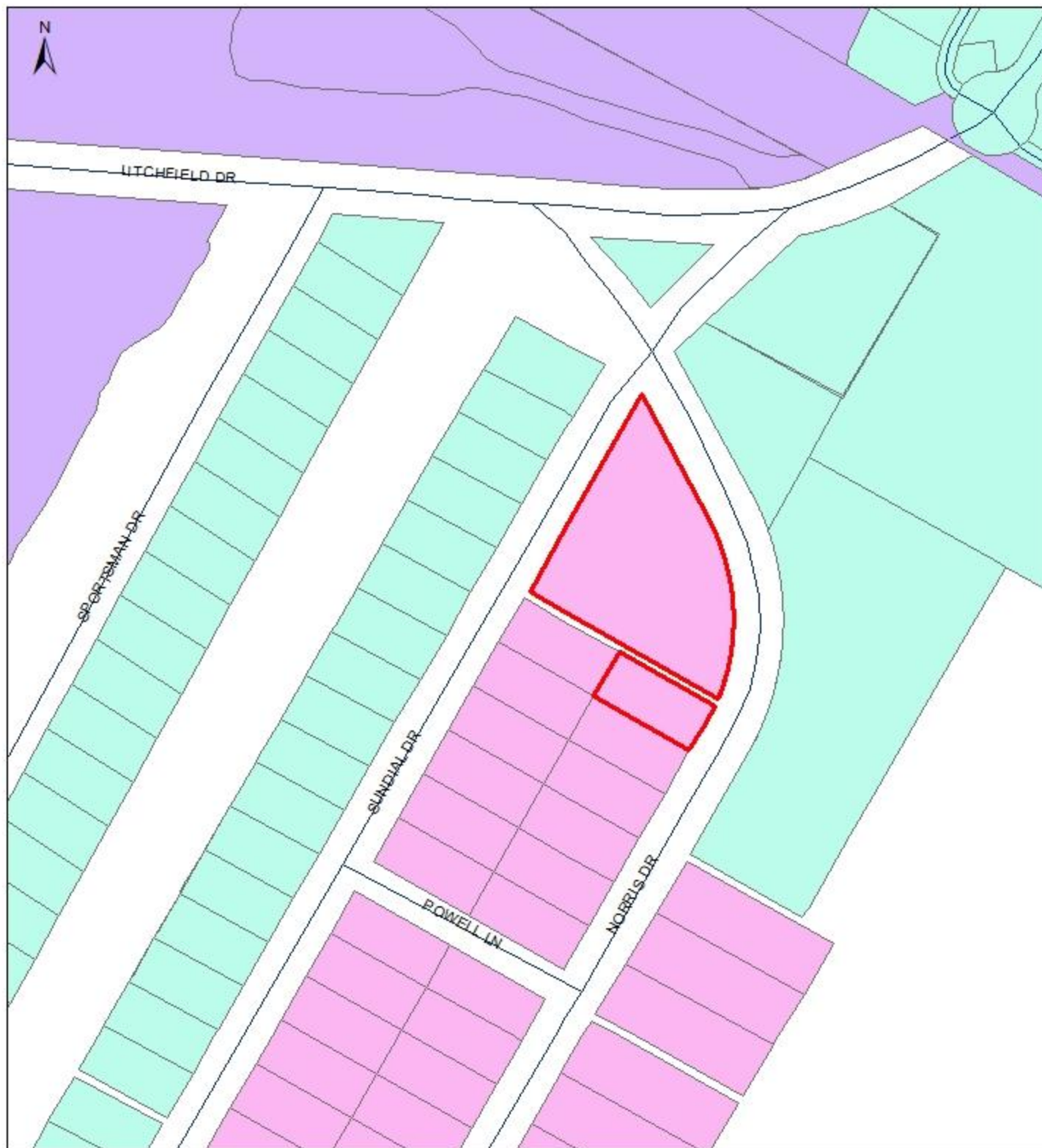
TOWN OF ANDREWS

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:** 10.e  
**Meeting Date:** 1/24/2017  
**Item Type:** THIRD 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:**

Name: Litchfield Inn Council of Co-Owners, Inc.  
C/O CHARLESTOWN HOTELS, INC.

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:

---

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

Rezoning Applications	\$250.00
Text Amendments	\$250.00

**Adjacent Property Owners Information required:**

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



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

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

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

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

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

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





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

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

Litchfield Inn  
Property Location  
REZ 9-16-16902



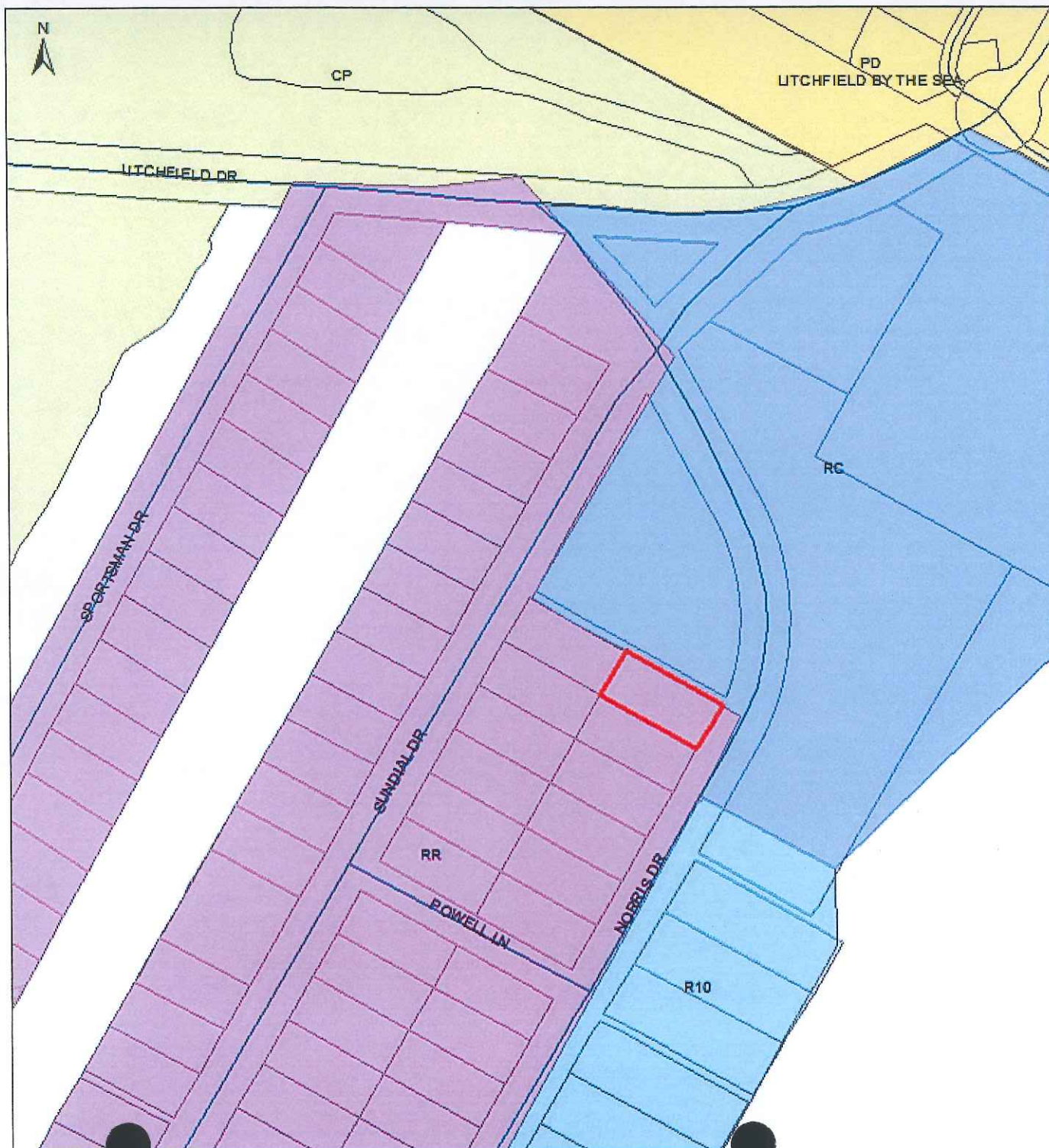
**Legend**

-  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

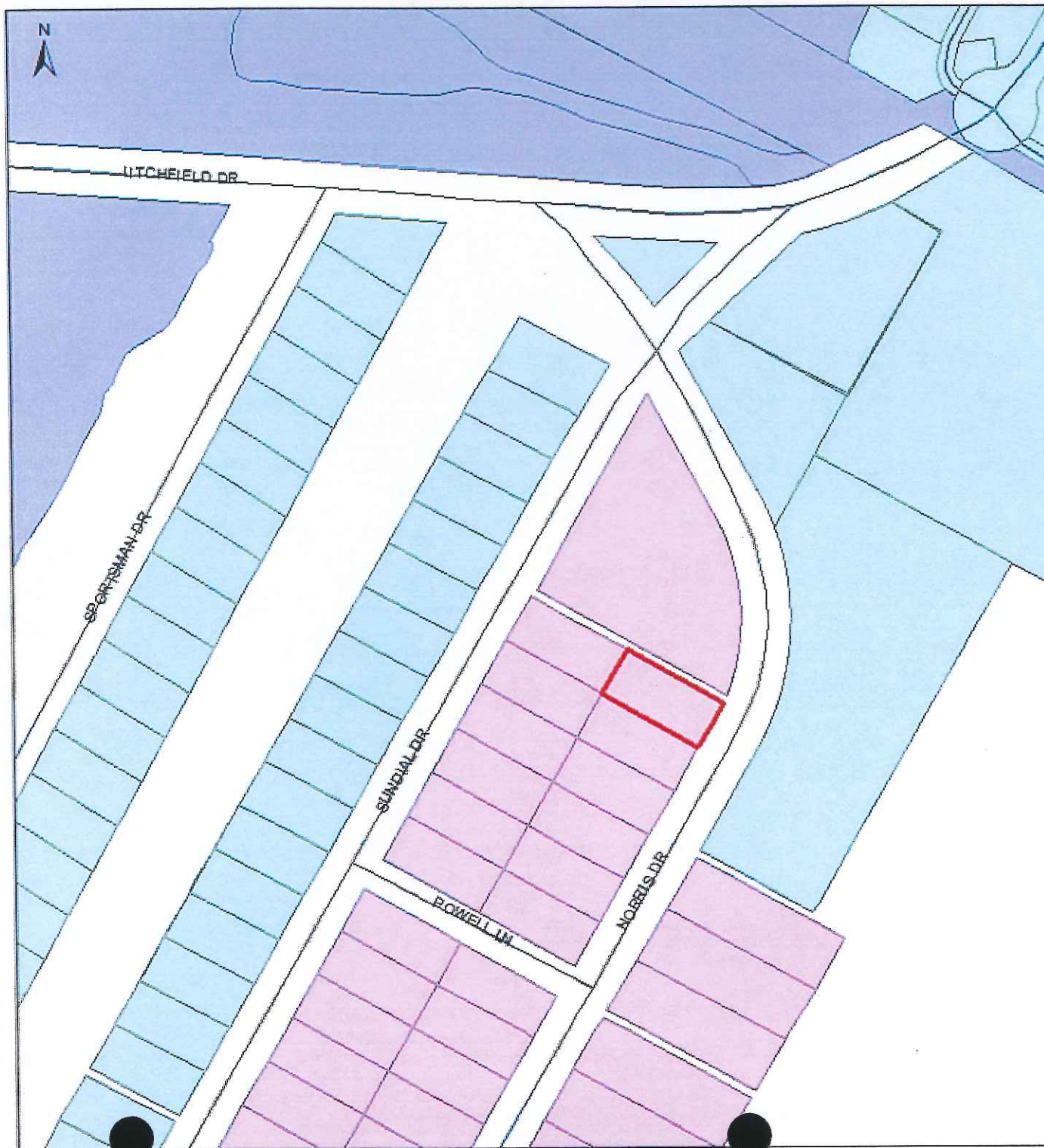
- CITY OF GEORGETOWN
- CP
- PA
- PA/C
- PA/R
- GC
- GR
- GRR
- HI
- LI
- MHP
- MR10
- NC
- OC
- PA
- PD
- R1
- R1/2AC
- R10
- R1AC
- R2
- R3/4AC
- R5
- RC
- RG
- RR
- RS
- RVC
- VC
- VR10

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](mailto: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.a  
**Meeting Date:** 1/24/2017  
**Item Type:** SECOND 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
<input type="checkbox"/> Ordinance No 2017-01	Ordinance
<input type="checkbox"/> 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.





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: 11.b  
Meeting Date: 1/24/2017  
Item Type: SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**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:**

Pending adoption.

**POINTS TO CONSIDER:**

Georgetown County owns certain real estate adjacent to Pier Road, Georgetown County, South Carolina, containing approximately 8.4 acres and designated as TMS No.: 02-1010-005-00-00.

A portion of the subject property, approximately 2.5 acres, more or less, is marsh and unsuitable for any future needs of the County thus it can be declared surplus and sold to the benefit of Georgetown County.

The fair market value of the property has been determined; and Georgetown County Council has determined that it is desirable to declare the property as surplus, offer said property to the neighboring property owner, and transfer the interests by applicable deed.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Adopt Ordinance No. 2017-02.
2. Do not adopt Ordinance No. 2017-02.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Ordinance No. 2017-02.

*NOTE: A motion to amend Ordinance No. 2017-02 will be required at 2nd reading in order to incorporate proposed text, as the ordinance was introduced by title only.*

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No 2017-02	Ordinance
<input type="checkbox"/> Exhibit Ordinance No 2017-02	Exhibit



STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

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**

**BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:**

**WHEREAS**, Georgetown County owns certain real estate adjacent to Pier Road, Georgetown County, South Carolina, containing approximately 8.4 acres and designated as TMS No.: 02-1010-005-00-00; and

**WHEREAS**, Georgetown County Council has determined a portion of the subject property, approximately 2.5 acres, more or less, is marsh and unsuitable for any future needs of the County thus it can be declared surplus and sold to the benefit of Georgetown County; and

**WHEREAS**, the fair market value of the property has been determined; and

**WHEREAS**, Georgetown County Council, after consideration, finds that it is desirable to declare the property as surplus, offer said property to the neighboring property owner, and transfer the interests by applicable deed; and

**WHEREAS**, a public hearing discussing the matter was held on February 14, 2017.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL, THAT:**

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, AN APPROXIMATELY 2.5 ACRE PORTION OF TMS# 02-1010-005-00-00 (EXHIBIT A) AS SURPLUS PROPERTY AND TO FURTHER AUTHORIZE THE COUNTY ADMINISTRATOR TO DIRECTLY SELL THE SAME BY FIRST OFFERING THE PROPERTY TO THE NEIGHBORING OWNER AT FAIR MARKET VALUE IN ACCORDANCE WITH ORDINANCE 2008-09, AS AMENDED.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect.

This ordinance shall take effect upon final approval of this ordinance.

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

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

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

This Ordinance, No. #2017-02, has been reviewed by me and is hereby approved as to form and legality.

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

First Reading: January 10, 2017

Second Reading: January 24, 2017

Third Reading: February 14, 2017

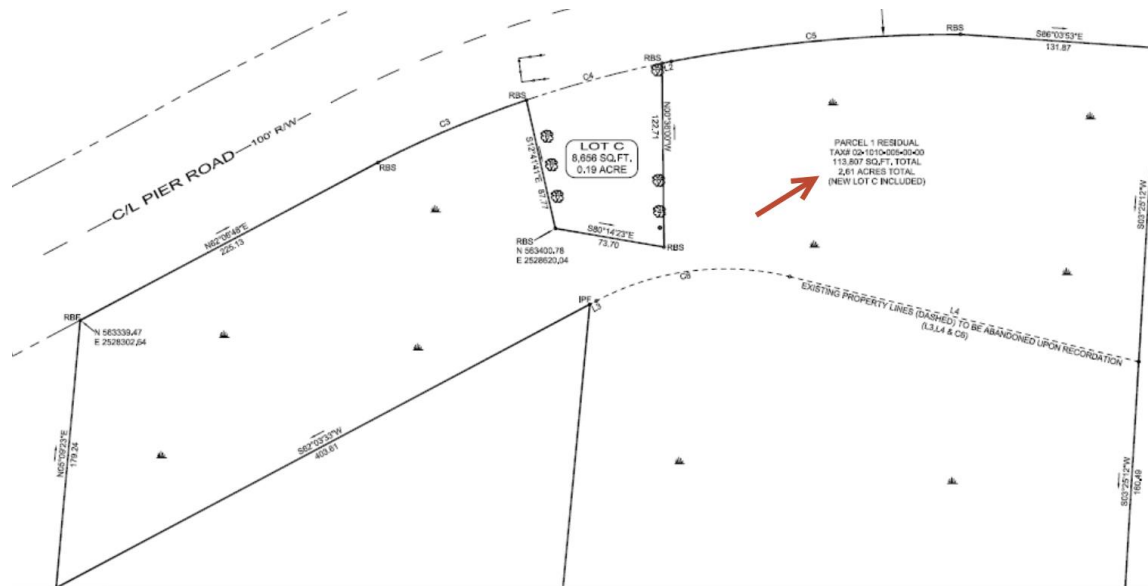
Sel,

Here is the parcel that we had the surveyor draw. As You can see, we reserved the upland area or the existing parking. So, essentially all the acreage we propose to buy is wetlands or marsh.

This additional acreage will help us meet the City's PDD requirements.

Please review and let me know how we should proceed.

Thanks



**Item Number:** 12.a  
**Meeting Date:** 1/24/2017  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2017-03 - An amendment to Article VIII, Exceptions and Modifications, Section 808, Setback Exceptions for Certain Structures, of the Zoning Ordinance.

**CURRENT STATUS:**

Section 808 of the Zoning Ordinance allows "overhangs, stairs, steps and HVAC units to extend a maximum of five feet into any setback". Elevators are not included.

**POINTS TO CONSIDER:**

1. In the past, several BZA cases have arisen that involved elevators in residential units conflicting with setbacks.
2. As the population ages, staff believes the County will receive more requests for elevators, particularly since so much of the land mass is in flood zones which often leads to elevated buildings.
3. The County BZA granted a variance in December so a 93 year old person could construct an elevator that encroached five feet into the setback.
4. Staff believes an elevator serves the same access purpose as stairs and steps so it would be logical to add elevators to the list of items allowed to encroach into the setback a maximum of five feet.
5. Staff recommended that the relevant paragraph in Article VIII, Section 808 be amended to read as follows.

"Overhangs, stairs, steps, **elevators**, and HVAC units may extend into any setback area a maximum distance of five (5) feet. Such exceptions shall not exempt these uses from other requirements contained elsewhere in this Ordinance."

6. The Planning Commission held a public hearing on this issue at their December 15th meeting. No one spoke at the hearing. The Commission unanimously recommended approval for the text amendment.

**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"/> Elevators in setbacks ordinance	Ordinance

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE TO AMEND ARTICLE VIII, EXCEPTIONS AND MODIFICATIONS, SECTION 808. SETBACK EXCEPTIONS FOR CERTAIN STRUCTURES, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA BY ADDING ELEVATORS**

**NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE VIII, SECTION 808, SETBACK EXCEPTIONS FOR CERTAIN STRUCTURES, BE AMENDED TO ADD ELEVATORS WHICH SHALL READ AS FOLLOWS.**

808. Setback Exceptions for Certain Structures. On-grade patios, fences, sidewalks, pavement, business identification signs, off-site signs on unoccupied lots, pay telephones, drive-in restaurant menu boards, docks, dune crossovers and boardwalks shall be exempt from the minimum setback requirements as required in Article VII. *(Amended Ord. 2009-27)*

Accessory Structures for residential uses may be located in the rear yard setback no closer than five feet from the property line. *(Amended Ord. 2002-39)* Refer to Article IV, Section 411, Accessory Structures.

Docks, dune crossovers, and boardwalks shall be exempt from all setback requirements and the requirements as stated in Section 809. *(Amended Ord. 2003-81)*.

Overhangs, stairs, steps, **elevators** and HVAC units may extend into any setback area a maximum distance of five (5) feet. Such exceptions shall not exempt these uses from other requirements contained elsewhere in this Ordinance. *(Amended Ord. 2001-30)*.

Bus shelters are exempt from the setback requirements found in Article VII, Area, Yard and Height Requirements but must comply with Section 813, Bus Shelters of this Ordinance. *(Amended Ord. 2012-21)*

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

\_\_\_\_\_  
Johnny Morant (SEAL)

Chairman, Georgetown County Council

ATTEST:

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

This Ordinance, No. \_\_\_\_\_ has been reviewed by me and is hereby approved as to form and legality.

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

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

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

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

Item Number: 12.b  
Meeting Date: 1/24/2017  
Item Type: FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2017-04 - AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

Georgetown County owns certain real estate located at 112 Beaumont Drive situate in Tax District No. 4, TMS No: 04-0164-004-01-00, in Georgetown County.

Towerco 2013 LLC is desirous of leasing 2,100 sq. ft. of land for the purpose of constructing and maintaining a wireless communications tower.

Ordinance No. 2017-04 authorizes the County to enter into a lease agreement with the Lessee for an initial 5 year lease with associated renewal terms as evidenced in the Lease Agreement.

**FINANCIAL IMPACT:**

An initial bonus of \$2,000 will be remitted upon the execution of this lease and a monthly lease payment in the amount of \$600 (with yearly increases) will be received by the County.

**OPTIONS:**

1. Adoption Ordinance No. 2017-04.
2. Decline adoption of Ordinance No. 2017-04.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption Ordinance No. 2017-04.

**ATTACHMENTS:**

Description	Type
▣ Tower Lease Justification Ltr	Backup Material
▣ Ordinance No. 2017-04	Ordinance
▣ Ground Lease Agreement (Ord. 2017-04)	Exhibit



December 16, 2016

Georgetown County  
Office of the Administrator  
Attn: Sel Hemingway, County Administrator  
716 Prince Street  
Georgetown, SC 29440

Re: Midway Firestation Proposed Wireless Communication Ground Lease

Dear Mr. Hemingway,

Regarding your inquiry as to how we determined what TowerCo believed to be a fair lease rate for the proposed wireless communication facility, there were three main factors considered:

- 1) **Available ground lease space-** TowerCo in all cases, where available, will propose a 100' x 100' lease parcel, representing a total of 10,000 feet of leasable space. In the case of the Midway firestation we could not come anywhere close to that standard. For this parcel, taking into consideration the already developed area occupied by the firestation, as well as respecting Chief Doug Eggiman's desire for future expansion, the only area available was approximately 2100 square feet. Although usable, this represents a challenge for TowerCo as it relates to maximizing the number of tenants placed within the proposed fenced compound. In order to accommodate future tenants, TowerCo will have to expend additional resources due to the site limitations.
- 2) **Free space offered to Georgetown County on the tower-** TowerCo, as part of our lease proposal, has offered two free spaces on the tower to Georgetown County (firestation emergency radio equipment). This is the first time I am aware that TowerCo has ever offered multiple tower mounting centers for free to our landlord. This represents valuable space that we normally market to paying tenants. However, acknowledging that we wanted to accommodate the firestation's needs, we agreed to provide these free of charge.
- 3) **Revenue sharing-** the third way TowerCo has attempted to accommodate the county for future income opportunities is through revenue sharing. TowerCo has agreed to pay the county \$150/month for each future tenant, after the anchor tenant, that signs a lease and pays TowerCo for space on the site. This is also a means by which the county can share, with TowerCo, in future revenue.



TowerCo

The above three items, combined with the proposed monthly ground lease rate, represented a fair business proposal given the limitations of the parcel.

Sincerely,

Brad Wallace  
Director of Business Development

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF GEORGETOWN    )

**ORDINANCE NO 2017-04**

**AN ORDINANCE AUTHORIZING THE LEASE OF A 2,100 SQUARE FEET SPACE TO TOWERCO 2013 LLC  
LOCATED AT STATION 82, 112 BEAUMONT DRIVE, PAWLEYS ISLAND, SC 29585 FOR THE  
CONSTRUCTION AND MAINTENANCE OF A WIRELESS COMMUNICATIONS TOWER**

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

**WHEREAS**, Georgetown County owns certain real estate located at 112 Beaumont Drive situate in Tax District No. 4, TMS No: 04-0164-004-01-00, in Georgetown County; and

**WHEREAS**, Towerco 2013 LLC is desirous of leasing 2,100 sq. ft. of land for the purpose of constructing and maintaining a wireless communications tower; and

**WHEREAS**, Georgetown County Council has determined that it is in the best interest of the taxpayers and citizens of said County for the County to enter into a lease agreement with the Lessee for an initial 5 year lease with associated renewal terms as evidenced in the Lease Agreement. Further, an initial bonus of \$2,000 will be remitted upon the execution of this lease and a monthly lease payment in the amount of \$600 with yearly increases will be received by the County; and

**WHEREAS**, a public hearing on said lease agreement was held February 28, 2017.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL:**

That Georgetown County enter into the Lease Agreement, Exhibit A, and further comply with the terms included therein for a 2,100 square feet tract of property located at Station 82, 112 Beaumont Drive, TMS No: 04-0164-004-01-00.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect. This ordinance shall take effect upon third reading final approval of this ordinance.

**DONE, RATIFIED AND ADOPTED THIS 28<sup>th</sup> DAY OF FEBRUARY, 2017.**

\_\_\_\_\_  
Chairman, Georgetown County Council (Seal)

ATTEST:

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Clerk to Council

This Ordinance, No 2017-04, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley P. Bryant,  
Georgetown County Attorney

First Reading:	January 24, 2017
Second Reading:	February 14, 2017
Third Reading:	February 28, 2017

## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between GEORGETOWN COUNTY ("Lessor") and TOWERCO 2013 LLC, a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in Pawleys Island, County of Georgetown, State of South Carolina, commonly known as Station 82, 112 Beaumont Drive, Pawleys Island 29585 (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately \_\_\_\_\_ (\_\_\_\_) square feet of the Parent Parcel and all access and utility easements if any, (the "Premises") as described in Exhibit "B" annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all zoning, rezoning, licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with notice to Lessor.

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of Six hundred DOLLARS (\$600) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address as specified in paragraph 17 below. Rent shall be increased on each anniversary of the Commencement Date by one percent (1%) over the Rent payable



during the immediately preceding year. Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of Two Thousand DOLLARS (\$2000).

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after the termination of this Lease. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. At Lessor's option lessee shall remove all of the above-ground portions of the Improvements not later than one hundred eighty (180) days following any termination of this Lease with notice from lessor no less than 60 days prior to termination. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Improvements.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right.

(c) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Tract, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Tract. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas.

(d) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a

day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

(e) Lessee shall reserve space on the new tower site for Lessor at an elevation of one hundred fifty feet (150') and one hundred and ten feet (110') above the ground surface or tower foundation as well as space within Lessor's tower site compound equal to sixteen square feet (16') or 4' x 4' ("Lessor's Reserved Space"). Lessor shall utilize Lessor's Reserved Space for Lessor's antennas and radio transmission equipment. Lessor shall be responsible for the acquisition and installation of Lessor's equipment on the tower and shall provide Lessee with equipment specifications prior to Lessee purchasing and constructing the tower site to ensure that the new tower can structurally accommodate Lessor's equipment. Lessor shall only have the right to use the tower space for the equipment loading as provided by Lessor prior to the construction of the tower site.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with; or (iii) Lessee determines that premise is no longer suitable for its intended use.

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvement excepting Lessor's defined reserved space, provided that the Rent shall be increased by One Hundred Fifty and 00/100 Dollars (\$150.00) per month ("Additional Rent") per each additional sublease or license agreement entered into between Lessee and a third party wireless provider ("Co-Locator"). Verizon Wireless, including any of its affiliates or subsidiaries, shall not be considered a Co-Locator for the purposes of this Paragraph ("Anchor Tenant"). The Additional Rent described herein shall be considered Rent and subject to any increases or escalations provided in the Agreements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s) shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease.

10. Taxes. Lessee shall pay any property taxes assessed on the Improvements. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor and removing all of the above ground improvements.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises (which for Lessee shall include, where applicable, the value of its Improvements, moving expenses, prepaid rent, lost business, goodwill, and business relocation expenses). A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable South Carolina condemnation law will apply in the event of a condemnation.

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a

combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to immediately terminate such interference. In the event such interference is not immediately rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease with notice to Lessor.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall reimburse Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions existed prior to or at the time of the execution of this Lease.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to reimburse Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee with adequate evidence the environmental matter was not caused by the Lessee's use or occupancy of the Parent Parcel and/or easement



and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Georgetown County Administrator  
Georgetown County  
716 Prince Street  
Georgetown, SC 29440

If to Lessee, to:

TowerCo 2013 LLC  
5000 Valleystone Drive, Suite 200  
Cary, North Carolina 27519  
Attn: Property Management  
Site ID #: SC0239

18. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; (iii) there are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises; and (iv) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party, and (v) the Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. In the event that Lessor fails to keep the Premises free and clear of any liens and encumbrances, Lessee shall have the right but not the

obligation to satisfy such lien or encumbrance and deduct the full amount paid by Lessee on Lessor's behalf from future installments of Rent. Should Lessee's use of the Premises become compromised due to any breach of the warranty and covenants contained in this paragraph, Lessor acknowledges that Lessee shall be substantially harmed and Lessee will seek to recover from Lessor any damages Lessee may sustain.

19. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

20. Assignment. Lessee may assign this Lease without the consent of or notice to Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof, Lessee shall immediately be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). Said Mortgage shall not include the real property of the Parent Parcel. Lessee acknowledges that no liens shall be legally attached to publicly owned property in the State of South Carolina. If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

21. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Premises by Lessee or its agents, licensees or sublessees.

24. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall be liable for claims arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

25. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non-disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state of South Carolina in which the Premises is situated.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the Georgetown County registrar of deeds.

(i) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(k) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises.

(l) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

**[SIGNATURES BEGIN ON NEXT PAGE]**



IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

**LESSOR:**

**Georgetown County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

State of South Carolina

County of Georgetown

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State of South Carolina, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that \_\_\_he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**LESSEE:**

**TOWERCO 2013 LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_ who is the \_\_\_\_\_ of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**EXHIBIT “A”**

**DESCRIPTION OF PARENT PARCEL**

The Parent Parcel is described and/or depicted as follows:

## **EXHIBIT “B”**

### **DESCRIPTION OR DEPICTION OF PREMISES**

| An approximately 50 ' x 42 ' tract of land, or approximately 2100 square feet, together with easements for ingress, egress and utilities described or depicted as follows:

**Note:** At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.



TowerCo  
5000 Valleystone Drive, Suite 200  
Cary, North Carolina 27519

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Georgetown County having a mailing address of 716 Prince Street, Georgetown, South Carolina 29440 (hereinafter referred to as “**Lessor**”) and TOWERCO 2013 LLC, a Delaware limited liability company having a mailing address of 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 (hereinafter referred to as “**Lessee**”).

- TowerCo Site Name: County Road  
TowerCo Site Number: SC0239

4. Upon written notice to Lessee, Lessor is permitted to transfer the Lease only in connection with the sale of the Land and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Land and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Land (a "Lessor Permitted Assignment"). Other than a Lessor Permitted Assignment, Lessor is prohibited from assigning, selling or otherwise transferring the Lease in whole or in part and Lessor is prohibited from granting any third party an easement or other real property interest in the Premises.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Memorandum under seal as of the dates set forth in the respective acknowledgements.

**LESSOR:**

GEORGETOWN COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESSES (two required):

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

State of South Carolina

County of Georgetown

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_

**LESSEE:**

TOWERCO 2013 LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESSES (two required):**

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

State of North Carolina

County of Wake

Before me, \_\_\_\_\_ the undersigned, a Notary Public for the State, personally appeared \_\_\_\_\_ who is the \_\_\_\_\_ of TowerCo 2013 LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

NOTARY SEAL

My commission expires: \_\_\_\_\_



**EXHIBIT A**

**DESCRIPTION OF LAND**

The Land is described and/or depicted as follows:

## **EXHIBIT B**

### **DESCRIPTION OR DEPICTION OF PREMISES**

An approximately \_\_\_\_\_' x \_\_\_\_\_' tract of land, together with easements for ingress, egress and utilities described or depicted as follows. Exact legal description to be determined by survey.

**Note:** At Lessee's option, Lessee may replace this Exhibit with an exhibit setting forth the legal description of the Premises, or an as-built drawing depicting the site. Any visual or textual representation of the Improvements (as defined in the Lease) and facilities is illustrative only, and does not limit the rights of Lessee as provided for in the Lease. Without limiting the generality of the foregoing:

1. The Premises may be setback from the boundaries of Lessor's property as required by the applicable governmental authorities.
2. The access road's width may be modified as required by governmental authorities, including police and fire departments.
3. The locations of any access and utility easements are illustrative only. Actual locations may be determined by Lessee and/or the servicing utility company in compliance with local laws and regulations.

**Item Number:** 15.a  
**Meeting Date:** 1/24/2017  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Presentation - Georgetown County Sheriff's Office Reentry Services (RES) Program

**CURRENT STATUS:**

Amazing Journey, Inc. is a non-profit supporting RES by increasing community awareness of its benefits, raising funds to support it and increasing its capacity to return incarcerated men to their communities with sustainable work skills.

**POINTS TO CONSIDER:**

The RES Program was initiated in 2007 to assist felons transferred to Georgetown Detention Center from the SC Department of Corrections in returning permanently to their communities, and to reduce the high risk of recidivism. Clients of the program go through an intense training/case management program while incarcerated to help them transition successfully to life as skilled, employable citizens of their community upon release.

**STAFF RECOMMENDATIONS:**

Presentation from representatives of Georgetown County Sheriff's Office/Re-entry Services Program

Item Number: 15.b  
Meeting Date: 1/24/2017  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

County Council Standing Committees

**CURRENT STATUS:**

There are five (5) Standing Committees of County Council:

1. Administration & Finance Committee
2. Health, Education, & Leisure Committee
3. Justice & Safety Committee
4. Public Works Committee
5. Land Use and Tourism Committee

**POINTS TO CONSIDER:**

In accordance with Council's adopted Rules of Procedure, all members of Council shall be appointed to serve on at least one standing committees.

Appointments to standing committees shall be made by the Chairperson no later than the second regular meeting in January following each general election.

The Chairperson shall also designate a member of each committee to serve as chair of the committee, and each standing committee shall consist of not less than three members.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

n/a

**STAFF RECOMMENDATIONS:**

Chairman Morant will appoint council members to serve on standing committees.

**ATTACHMENTS:**

Description	Type
▣ 2015 Standing Committees	Backup Material





## **Georgetown County Council 2015 Standing Committees**

### Administration & Finance Committee

Johnny Morant (Committee Chairperson)  
Austin Beard  
Ron Charlton  
Steve Goggans  
Lillie Jean Johnson  
Leona Miller  
John Thomas

### Health, Education & Leisure Committee

Lillie Jean Johnson (Committee Chairperson)  
Ron Charlton  
Steve Goggans  
Johnny Morant

### Justice & Safety Committee

Ron Charlton (Committee Chairperson)  
Leona Miller  
Johnny Morant  
John Thomas

### Public Works Committee

Leona Miller (Committee Chairperson)  
Austin Beard  
Lillie Jean Johnson  
Johnny Morant  
John Thomas

### Land Use & Tourism Committee

Austin Beard (Committee Chairperson)  
Steve Goggans  
John Thomas

**Item Number:** 15.c  
**Meeting Date:** 1/24/2017  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Horry Georgetown Technical College - Cooperative Partnership

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

Georgetown County has shared a cooperative partnership with Horry Georgetown Technical College for several years in an effort to address specific needs within our local community.

Georgetown County has the opportunity to partner with HGTC in plans for construction of an advanced manufacturing training facility on HGTC's Georgetown Campus.

**STAFF RECOMMENDATIONS:**

Support HGTC Training Center Project

**ATTACHMENTS:**

Description	Type
▣ HGTC Funding Letter	Backup Material

H. Neyle Wilson, President  
Horry Georgetown Technical College  
Post Office Box 261966  
Conway, SC 29528

Dear President Wilson;

Georgetown County has shared a cooperative partnership with Horry Georgetown Technical College for several years in an effort to address specific needs within our local community. Georgetown County Council is supportive of plans for construction of an advanced manufacturing training facility on Horry Georgetown Technical College - Georgetown Campus, and a further opportunity to work together in providing resources and assistance to our citizens.

May this letter stand to confirm Georgetown County's endorsement of this project, and that Georgetown County Council, acting within its authority, does hereby commit \$1.5 million in funding for the construction of the Advanced Manufacturing Training Center on the Georgetown Campus. It is anticipated that this funding will be available no later than June 30, 2019.

I trust that you will contact me if I may be of further assistance to you in this regard.

Cordially,

Johnny Morant  
Chairman

Item Number: 15.d  
Meeting Date: 1/24/2017  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Intergovernmental Agreement between the City of Georgetown and Georgetown County  
Redevelopment of Steel Mill Site and Adjacent Waterfront

**CURRENT STATUS:**

Pending approval

**POINTS TO CONSIDER:**

ArcelorMittal Steel Corporation and predecessor steel companies manufactured steel at its Georgetown mill until ArcelorMittal announced it was permanently shutting down the facility, resulting in the loss of more than 200 jobs and a complete cessation of production.

ArcelorMittal Steel and the adjoining waterfront properties lie between and contiguous to the Port of Georgetown along the Sampit River and U.S. Highway 17, which links Georgetown County to Charleston and Horry counties.

The property's highway frontage is within the City of Georgetown Main Corridor Overlay District, and the site has historically been an economic engine for the City and the County for over two hundred years.

The City and County recognize the importance of collaboration in supporting and encouraging the redevelopment of the ArcelorMittal site ("the site") to the highest and best benefit of the citizens of the City and County.

In 2016, the City engaged the Urban Land Institute ("ULI") to undertake a study of the site and surrounding parcels to evaluate Market Opportunities, Planning and Development Options, and develop Guiding Principles for redevelopment and an Action Plan with Priority Recommendations for redevelopment.

The City and County have collectively determined that it is in the public interest to promote the wise and efficient use of land, the creation of jobs and employment, and public and private investments that benefit Georgetown's residents.

The City and County desire to work together to implement a redevelopment plan for the site, utilizing available legal and financial tools and partnership agreements.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of the proposed Intergovernmental Agreement between the County and the City of Georgetown.

**ATTACHMENTS:**

Description

Type





STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF GEORGETOWN            )

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF GEORGETOWN AND GEORGETOWN COUNTY  
REDEVELOPMENT OF STEEL MILL SITE AND ADJACENT WATERFRONT**

This **Intergovernmental Agreement** (“Agreement”) is made to be effective the \_\_\_\_ day of \_\_\_\_\_, 201\_ by and between the City of Georgetown, a political subdivision of the State of South Carolina and hereinafter referred to as “the City”, and County of Georgetown, a political subdivision of the State of South Carolina and hereinafter referred to as “the County.”

**W I T N E S S E T H**

WHEREAS, the City and County have collectively determined that it is in the public interest to promote the wise and efficient use of land, the creation of jobs and employment, and public and private investments that benefit Georgetown’s residents; and

WHEREAS, the City and County are authorized to make and execute contracts of the type addressed in this Agreement; and

WHEREAS, ArcelorMittal Steel Corporation and predecessor steel companies manufactured steel at its Georgetown mill until ArcelorMittal announced it was permanently shutting down the facility, resulting in the loss of more than 200 jobs and a complete cessation of production; and

WHEREAS, ArcelorMittal Steel and the adjoining waterfront properties lie between and contiguous to the Port of Georgetown along the Sampit River and U.S. Highway 17, which links Georgetown County to Charleston and Horry counties; and

WHEREAS, the property’s highway frontage is within the City of Georgetown Main Corridor Overlay District; and

WHEREAS, the site has historically been an economic engine for the City and the County for over two hundred years; and

WHEREAS, the City and County recognize the importance of collaboration in supporting and encouraging the re-development of the ArcelorMittal site (“the site”) to the highest and best benefit of the citizens of the City and County; and

WHEREAS, the site may require environmental remediation in order to facilitate redevelopment and the City and County desire to work together to ensure the environmental cleanup of the site; and

WHEREAS, in 2016, the City engaged the Urban Land Institute (“ULI”) to undertake a study of the site and surrounding parcels to evaluate Market Opportunities, Planning and Development Options, and develop Guiding Principles for redevelopment and an Action Plan with Priority Recommendations for redevelopment; and

WHEREAS, The City and County desire to work together to implement a redevelopment plan for the site, utilizing available legal and financial tools and partnership agreements; and

WHEREAS, The City and County Councils have approved the terms of this Agreement on \_\_\_\_\_ and \_\_\_\_\_, respectively; and

NOW, THEREFORE, in consideration of the mutual promises and commitments herein, the City and County, each intending to be bound, agree as follows:

1. **Planning**

- A. The parties acknowledge each's expectation and intent to coordinate together in all aspects of strategic and long range planning, to include but not limited to, aspirational design, land-use planning, zoning and development incentives, consulting and support.
- B. Role of the City: The City will assume the principal role in identifying and cultivating public and private partnerships to finalize redevelopment plans, identify and secure funding, and foster a regulatory climate conducive to successful redevelopment of the area.
- C. Role of the County: The County will assume a supporting partner role, both for decision-making and regulatory coordination.

2. **Vision and Implementation**

- A. The City and County agree to support and mutually participate in informing, educating, and communicating with residents and business people in Georgetown in order to build consensus for the shaping of goals and priorities for revitalization.
- B. The parties agree to explore development strategies and utilize development tools available to local governments to implement the plan. Specifically, but not limited to these, the parties agree to explore the following:
  - i. **NON-PROFIT CORPORATION**  
A public entity that would be organized to effect the implementation of approved development strategies, plans, and agreements for revitalization.
  - ii. **TAX INCREMENT FINANCING**  
A City-controlled Tax-Incremental Finance District (TIFF), to be used for infrastructure. Both parties will assist in negotiating an agreement with the School District, as necessary, and collaborate on a plan.

- iii. **MUNICIPAL IMPROVEMENT ACT OF 1999**  
Provides assessment authority for public improvements based upon an improvement plan within an established improvement district. Requires a written agreement with owners prior to construction.
- iv. **LOCAL GOVERNMENT DEVELOPMENT AGREEMENT**  
Provides for a phased term for implementation based upon geographic area. Public benefits may be negotiated in return for the vesting of development rights for a specific period.
- v. **MULTI- COUNTY BUSINESS PARK**  
A multi-county business park under Section 4-1-170, S.C. Code of Laws. By this Agreement, the City consents to same. In the event a multi-county business park is established with another party (third-party county- Charleston, Horry, or Williamsburg County), the parties agree to follow the stipulations of South Carolina law regarding expense sharing, revenue allocations, and revenue distribution. Both parties agree to collaborate on any agreement that may involve a private business.
- vi. **PRIORITY INVESTMENT ZONES**  
The South Carolina Priority Investment Act of 2007 encourages local governments to implement market based incentives to encourage private development. These incentives can include density bonuses, relaxed zoning regulations, reduced or waived fees, fast-track permitting, and design flexibility in locally designated PI zones. This development tool is used when projects contain a housing component.
- vii. **ANNEXATION**  
The site is either located entirely in the City of Georgetown or, in the case of the SC Ports Authority property, adjacent to or surrounded by the City. The City acknowledges that it is in the economic interest of the region for the Port of Georgetown to remain an asset to potential growth and job creation, if the port is adequate and functional as a commercial shipping port. If it is operating as such during the decision-making process of this redevelopment project, the City will only move for annexation of any South Carolina Ports Authority properties in connection with a development agreement with a developer. It is understood by both Parties that the City is a municipal government and this agreement regarding annexation does not bind the governing body in perpetuity. In the event of an annexation petition presented to the governing body after the decision-making process is concluded, it is agreed by the parties that this item of the Agreement will become null and void.

C. Strategic Support: the parties agree short term strategies may include zoning, annexation, comprehensive planning, and/or acquisition.



3. **Staffing and Support**

A. For any activity jointly pursued under this Agreement, the parties agree to provide necessary staff and/or financial support required for the undertaking. Such activities may include but not be limited to:

- i. planning
- ii. legal
- iii. administrative
- iv. environmental
- v. engineering
- vi. public works/infrastructure

4. **Environmental**

The parties agree to pursue all available environmental assessments and remediation strategies for the site, to include, but not limited to, EPA grant funding, Brownfields grant/loans and a Voluntary Cleanup Contract.

5. **Authority**

Both the City and the County have full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided herein.

6. **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.

7. **Reservation of Rights.** Nothing in this Agreement shall be construed to abrogate, define or otherwise limit either the City's or the County's rights as governing authorities.

8. **Termination.** Either the City or County may terminate this Agreement upon thirty (30) days written notice to the other for any reason in its sole discretion. Said notice shall be delivered to the City Administrator and Mayor for the city, or to the County Administrator for the county. Termination of this Agreement shall not relieve either party of any obligation incurred one to the other or for costs incurred prior to termination.

9. **Entire Agreement.** This agreement contains the entire agreement between the parties and is subject to no understandings, conditions or representations that are not set forth herein. This agreement may be amended in writing and signed by both parties.

10. **Invalid Provision.** If any provision of this agreement shall be determined by law to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. **Parties Bound/ Non-Appropriation.** This agreement shall be binding upon and shall inure to the benefit of the parties. Both parties are bound at the direction of elected Councils. In the event funds are not appropriated or become non-appropriated for an included fiscal year by the local governing body, it is agreed by the parties that this Agreement will become null and void and its obligations cannot extend beyond the date of non-appropriation.
12. **Governing Law.** This agreement shall be governed by and enforced in accordance with the laws of the state of South Carolina.
13. **Freedom of Information.** The parties acknowledge this Agreement is subject to public disclosure under the South Carolina Freedom of Information Act.

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

**WITNESSES:**

**CITY OF GEORGETOWN**

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

\_\_\_\_\_  
**BY:**  
**ITS:** \_\_\_\_\_

**WITNESSES:**

**COUNTY OF GEORGETOWN**

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

\_\_\_\_\_  
**BY:**  
**ITS:** \_\_\_\_\_