

Council Members

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

**County Administrator**

Sel Hemingway

County Attorney

Wesley P. Bryant

Clerk to Council

Theresa E. Floyd

July 24, 2018

5:30 PM

County Council Chambers

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

AGENDA

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
 - 5.a Regular Council Session - June 26, 2018**
- 6. CONSENT AGENDA**
 - 6.a Procurement #17-080, Tax Billing & Collection System: Software & Support**
- 7. PUBLIC HEARINGS**
 - 7.a RESOLUTION NO. 2018-21 - IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000.**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 9. RESOLUTIONS / PROCLAMATIONS**
 - 9.a Proclamation 2018-19 - In celebration of "Gullah/Geechee Nation Appreciation Week", July 28 - August 5, 2018.**
 - 9.b Proclamation No. 2018-20 - In recognition and celebration of**

National Aviation Week, August 19-25, 2018

- 9.c RESOLUTION NO. 2018-21 - IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000.**
- 9.d RESOLUTION NO. 2018-22 - TO STATE THE COMMITMENT OF GEORGETOWN COUNTY TO ENTER INTO A FEE AGREEMENT WITH A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT SAND" AND/OR ITS DESIGNEES OR NOMINEES; TO PROVIDE THE GENERAL TERMS OF THE FEE AGREEMENT; TO IDENTIFY THE PROJECTS FOR PURPOSES OF THE FEE IN LIEU OF TAX SIMPLIFICATION ACT; TO AUTHORIZE THE PROVISION OF SPECIAL SOURCE CREDITS AGAINST PAYMENTS IN LIEU OF TAXES; TO STATE THE COMMITMENT OF GEORGETOWN COUNTY TO PLACE SUBJECT PROPERTY IN A MULTI-COUNTY PARK; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

10. THIRD READING OF ORDINANCES

- 10.a Ordinance No. 2018-18 - An Ordinance to amend Ordinance No. 2006-100 (as amended) previously adopted by Georgetown County Council to establish a uniform service charge for motorized vehicle users of the county roads of Georgetown County, South Carolina.**

11. SECOND READING OF ORDINANCES

- 11.a Ordinance No. 2018-17 - An Ordinance to amend Ordinance No. 2000-23 pertaining to traffic on Sidewalks and Bike Paths in Georgetown County - Recommendation to table.**

12. FIRST READING OF ORDINANCES

- 12.a Ordinance No. 2018-19 - To rezone approximately 7.55 acres located on Pond Road from Forest Agriculture (FA) to 10,000 Square Feet Residential (R-10)**
- 12.b Ordinance No. 2018-20 - To amend Article III Definitions, Article XIII Tree Regulations, Article XIX Establishment of Overlay Zones and Article XX Requirements by Overlay Zone all dealing with tree regulations.**
- 12.c ORDINANCE NO. 2018-21 - AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT SAND" (THE "COMPANY") AND GEORGETOWN COUNTY, WHEREBY GEORGETOWN COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM**

TAXES; PROVIDING FOR THE PAYMENT OF SPECIAL SOURCE CREDITS AGAINST SUCH PAYMENTS IN LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

- 12.d Ordinance No. 2018-22 - An Ordinance granting permission for the organization Preserve Murrells Inlet to attach a Bronze Plaque to the Georgetown County Jetty View Walk in Furtherance of its Eleemosynary Mission**

13. COUNCIL BRIEFING AND COMMITTEE REPORTS

14. BIDS

15. REPORTS TO COUNCIL

- 15.a Government Finance Officers Association (GFOA) - Certificate of Achievement for Excellence in Financial Reporting**
- 15.b Site Plan Review - 34 Unit Multi-Family Development (east of Bandage Court and west of Murrells Inlet Road)**
- 15.c Intergovernmental Agreement between the City of Georgetown and Georgetown County pertaining to a Feasibility Study for Addressing Harbor Silting**

16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

- 16.a Ordinance No. 2017-23 – To Amend the Pawleys Plantation Planned Development to change the land use designation for two parcels along Green Wing Teal Lane from Open Space to Single Family in order to allow an additional two single family lots to the PD. - Deferred pending internal review by County Attorney.**
- 16.b ORDINANCE NO. 2018-07 - AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.**
- 16.c ORDINANCE NO. 2018-08 - AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.**
- 16.d ORDINANCE NO. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE**

ENFORCEMENT THEREOF.

17. LEGAL BRIEFING / EXECUTIVE SESSION

17.a Contractual Agreement

17.b Contractual - Property Negotiation

18. OPEN SESSION

19. ADJOURNMENT

Item Number: 5.a
Meeting Date: 7/24/2018
Item Type: APPROVAL OF MINUTES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:
Regular Council Session - June 26, 2018

CURRENT STATUS:
Pending

POINTS TO CONSIDER:
n/a

FINANCIAL IMPACT:
n/a

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

STAFF RECOMMENDATIONS:
Recommendation for approval of minutes as submitted.

ATTACHMENTS:

Description	Type
□ Draft Minutes - 6/26/18	Backup Material

Georgetown County Council held a Regular Council Session on Thursday, June 26, 2018, at 5:30 PM in County Council Chambers located in the old Georgetown County Courthouse, 129 Screven Street, Georgetown, South Carolina.

Present: Austin Beard Lillie Jean Johnson
Ron Charlton John Thomas
Everett Carolina

Staff: Jackie Broach Sel Hemingway
Ollie Lewis

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.

Vice Chairman Austin Beard called the meeting to order. Councilmember Ron Charlton gave an invocation, and all joined in the pledge of allegiance. Chairman Johnny Morant and Councilmember Steve Goggans were not in attendance.

APPROVAL OF AGENDA:

Councilmember Ron Charlton moved for approval of the meeting agenda. Councilmember John Thomas seconded the motion. Upon a call for discussion on the motion, there was none.

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

PUBLIC COMMENTS:

There were no public comments.

MINUTES:

Regular Council Session – June 14, 2018

Councilmember Ron Charlton moved to approve the minutes of the June 14, 2018 meeting. Councilmember Everett Carolina seconded the motion. Vice Chairman Beard called for discussion on the motion, and there was none.

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

CONSENT AGENDA:

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

Procurement 18-045, Cooperative Purchase of Access Control/CCTV Systems and Services for Various Fire/EMS Stations – County Council awarded a Sales and Service Agreement, Task Order and Purchase Order to Johnson Controls, Inc. based upon Quotation Reference #217414354 under the SimplexGrinnell NJPA Contract #031517, for \$86,440.00 (net selling price plus an estimated sales tax of \$6,050.80 for a total of \$92,490.80).

Bid #18-041, Construction of Georgetown County Class III Landfill Cells 8-12 and Class II Landfill Closure Project V – County Council awarded a contract associated with Bid #18-041 to Shamrock Environmental Corporation in the amount of \$4,961,069.00.

Procurement #17-108, Task Order 1, Professional Engineering Services for Construction of Georgetown County Class III Landfill Cells 8-12 – County Council approved Task Order #1 engaging Garrett & Moore Engineering for services associated with construction of the Georgetown County Class III Landfill Cells 8-12, in the amount of \$322,673.00.

Procurement #17-108, Task Order 2, Professional Engineering Services/Construction for Georgetown County Class Two Landfill Closure Project – County Council approved Task Order 2, with Garrett & Moore, for Professional Engineering Services associated with Georgetown County Class Two Landfill Closure Project.

PUBLIC HEARINGS:

Ordinance No. 2018-16

County Council held a public hearing on Ordinance No. 2018-16, an Ordinance to amend the FY2017/18 Operating Budget of Georgetown Country, South Carolina. No person came forward to speak in favor, or against, Ordinance No. 2018-16, and Vice Chairman Beard closed the public hearing.

ORDINANCES-Third Reading

Ordinance No. 2018-12

Councilmember Ron Charlton moved for third reading of Ordinance No. 2018-12, an Ordinance to Make Appropriations for Ordinary County Purposes for Georgetown County for the Fiscal Year Beginning July 1, 2018, and Ending June 30, 2019; To Provide for the Expenditure Thereof; and To Provide for Revenues for the Payment Thereof. Councilmember John Thomas offered a second on the motion. No discussion followed the motion.

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

Ordinance No. 2018-16

Councilmember Ron Charlton moved for third reading of Ordinance No. 2018-16, an Ordinance to amend the FY2017/18 Operating Budget of Georgetown Country, South Carolina. Councilmember Lillie Jean Johnson seconded the motion. No discussion followed the motion.

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

ORDINANCES-Second Reading:

Ordinance No. 2018-18

Councilmember John Thomas moved for second reading for Ordinance No. 2018-18, an Ordinance to amend Ordinance No. 2006-100 (as amended) previously adopted by the Georgetown County Council to establish a Uniform Service Charge for Motorized Vehicle Users of the County Roads of Georgetown County, South Carolina. Councilmember Lillie Jean Johnson seconded the motion. Vice Chairman Beard called for discussion on the motion.

Councilmember John Thomas moved to amend Ordinance No. 2018-18 to incorporate proposed text, as the ordinance was introduced by title only. Councilmember Lillie Jean Johnson seconded the motion. There was no discussion.

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

The vote on the main motion was as follows:

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

ORDINANCES-First Reading:

No reports.

BIDS:

Bid #18-048, Property Title Search and Abstraction Services

Councilmember Lillie Jean Johnson moved to award Bid #18-048 for Property Title Search, Abstraction Services, and Deed Preparation to Evans M. Bunch & Associates Inc. Councilmember John Thomas offered a second. No discussion followed.

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

Procurement #17-092, Andrews Regional Recreation Center – General Contractor

Councilmember Everett Carolina moved to award a contract to Hanco, Inc. for the Andrews Regional Recreation Center (Procurement #17-092) at the base bid offer of \$5,496,924.00, and authorized re-allocation of CIP Funding Resources as necessary to fully fund the project. Councilmember Lillie Jean Johnson seconded the motion. Upon a call for discussion on the motion from the Vice Chairman, there was none.

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

REPORTS TO COUNCIL:

Tourism Management Commission – Annual Marketing Budget

Councilmember Ron Charlton moved for the approval of the annual tourism marketing budget as submitted by the Tourism Management Commission through June 2019. Councilwoman Lillie Jean Johnson seconded the motion. No discussion followed the motion.

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

DEFERRED:

Ordinance No. 2017-23

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

Ordinance No. 2018-07

County Council deferred action on Ordinance No. 2018-07, an Ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and Between Georgetown County, South Carolina, and Liberty Steel Georgetown, Inc. with Respect to Certain Economic Development Property in the County, Whereby Such Property will be Subject to Certain Payments in Lieu of Taxes; and Other Matters Relating Thereto.

Ordinance No. 2018-08

County Council deferred action on Ordinance No. 2018-08, an Ordinance of Georgetown County, South Carolina Approving an Agreement for Development of a Joint-County Industrial Park By and Between Georgetown County, South Carolina, and Williamsburg County, South Carolina; and Other Matters Relating to the foregoing.

Ordinance No. 2018-09

County Council deferred action on Ordinance No. 2018-09, an Ordinance Establishing Parking Regulations for the Murrells Inlet Boat Landing and Parking Area, and providing for the Enforcement Thereof.

Ordinance No. 2018-17

County Council deferred action on Ordinance No. 2018-17, an Ordinance to amend Ordinance No. 2000-23 pertaining to Traffic on Sidewalks and Bike Paths in Georgetown County.

EXECUTIVE SESSION:

No reports.

Being no further business to come before County Council, Councilmember John Thomas moved to adjourn the meeting, seconded by Councilmember Ron Charlton, The meeting was adjourned at 6:16 PM.

Date

Clerk to Council

Item Number: 6.a
Meeting Date: 7/24/2018
Item Type: CONSENT AGENDA

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Purchasing

ISSUE UNDER CONSIDERATION:

Procurement #17-080, Tax Billing & Collection System: Software & Support

CURRENT STATUS:

The current tax billing and collection system software that the County holds, Strawn & Neil, has become obsolete with little customer service and tech support available. Therefore, a new tax billing and collection system software is needed.

POINTS TO CONSIDER:

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

- 1) PCI, LLC of Tampa, FL;
- 2) Tyler Technologies, Inc. of Plano, TX with a location in Moraine, OH;
- 3) Edmunds & Associates, Inc. of Northfield, NJ;
- 4) JM Smith Corporation dba QS/1 Data Systems of Spartanburg, SC;
- 5) Harris Govern of Allen, TX;
- 6) CSS, Inc. of Woodland Hills, CA;

The Evaluation Committee named by the County Administrator evaluated all qualification packages and selected the following four (4) respondents for presentations/interviews: Harris Govern, JM Smith Corporation dba QS/1 Data Systems, Tyler Technologies, Inc., and PCI, LLC.

After further review, the Evaluation Committee further shortlisted the number of firms remaining under consideration for product demonstrations to the following three (3) respondents for final determination. In no particular order they are: JM Smith dba QS/1, Tyler Technologies, Inc. and PCI, LLC.

FINANCIAL IMPACT:

This purchase is fully funded in GL account number 79017.6010-50706.

OPTIONS:

- 1) Award a contract to PCI, LLC, for tax billing and collection software at the negotiated costs as follows:

One-time implementation fee of \$354,400, plus any applicable taxes; and a maintenance and support contract fee of \$74,000, plus any applicable taxes, upon completion of software installation. (Annual increases are limited to 3% for Years 2-5 of the maintenance and support contract.); or

- 2) Decline the award.

STAFF RECOMMENDATIONS:

The Evaluation Committee reviewed all six (6) bid packages received. After initial review, CSS, Inc. and Edmunds & Associates were eliminated as they did not appear to have adequate experience in tax software installations with the level of complexity that the County's processes would require. The remaining four software firms were invited for in-person presentations/interviews. Thereafter, Harris Govern was eliminated. The final three firms were then invited back for more detailed presentations and demonstrations of their software. Tyler Technologies was then eliminated due to their high cost and lack of similar customers. The Evaluation Committee then selected PCI, LLC as the recommended vendor out of the final firms as they seemed to be the best fit for the County's needs. The County Administrator has negotiated the rates with PCI, LLC to a one-time cost of \$354,400, plus any applicable taxes, for the system software, training and implementation. In addition to these costs, there will be a cost of \$74,000, plus any applicable taxes, for Year 1 support, upgrades, and maintenance. Costs for support, upgrades & maintenance will be an annual recurring cost that shall increase no more than 3% each subsequent year up to a maximum of five years.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
▣ Public Bid Opening Tabulation	Backup Material
▣ Bid Summary Worksheet	Backup Material
▣ First Shortlist Recommendation	Backup Material
▣ Second Shortlist Recommendation	Backup Material
▣ Tax Billing and Collection Software Recommendation	Backup Material
▣ PCI Contract V1	Backup Material
▣ PCI Payment Schedule	Backup Material



Public Bid Opening Tabulation
Bid No. 17-080, Tax Billing & Collection System: Software & Support
Wednesday, November 15, 2017 at 3:00 PM Eastern NIST

<u>Name of Company</u>	<u>VENDOR HOSTED (LUMP SUM) PAGE 32, LINE 2</u>	<u>VENDOR HOSTED (ANNUAL FEES) PAGE 32, LINE 2</u>	<u>VENDOR HOSTED MAX % INCREASE PAGE 32, LINE 2</u>	<u>COUNTY HOSTED (LUMP SUM) PAGE 32, LINE 3</u>	<u>COUNTY HOSTED (ANNUAL FEES) PAGE 32, LINE 3</u>	<u>COUNTY HOSTED MAX % INCREASE PAGE 32, LINE 3</u>	<u>Comment(s)</u>
PCI, LLC	\$ None	\$ None	None %	\$ 354,401 ⁰⁰	\$ 94,500 ⁰⁰	5 %	+ Tax
Tyler Technologies	\$ 1,037,245 ⁰⁰	\$ 136,900 ⁰⁰	0 %	\$ None	\$ None	None %	+ Tax
Edmonds & Associates	\$ 163,875 ⁰⁰	\$ See page 48	3 %	\$ 156,375 ⁰⁰	\$ 19,935 ⁰⁰	None %	
JMSmith dba QSI	\$ 495,160 ⁴⁴	\$ 84,223 ⁹²	3 %	\$ 495,160 ⁴⁴	\$ 79,423 ⁹²	3 %	
Harris Govern	\$ None	\$ None	None %	\$ 500,000 ⁰⁰	\$ 102,000 ⁰⁰	5 %	
CSS, Inc	\$ 156,250 ⁰⁰	\$ 86,400 ⁰⁰	NIC %	\$ 292,250 ⁰⁰	\$ None	NIC %	
	\$	\$	%	\$	\$	NIC %	

OPENED BY: rh. Puffer

WITNESS: John G. Tuckett

Name of Company▶		CSS, Inc	Edmonds & Assoc	Harris Govern	J M Smith dba QS1	PCI, LLC	Tyler Tech
VENDOR HOSTED: Total Project Lump Sum		\$ 156,250.00	\$ 163,875.00	[blank]	\$ 495,160.44	[blank]	\$ 1,037,245.00
VENDOR HOSTED: Annual Support/Fees		\$ 86,400.00	\$ 11,250.00	[blank]	\$ 84,223.92	[blank]	\$ 136,900.00
VENDOR HOSTED: Year 1 Fees		\$ 242,650.00	\$ 175,125.00	[blank]	\$ 579,384.36	[blank]	\$ 1,174,145.00
VENDOR HOSTED: Max Cap Increase		[missing]	3%	[blank]	3%	[blank]	0%
COUNTY HOSTED: Total Project Lump Sum		\$ 292,250.00	\$ 156,375.00	\$ 500,000.00	\$ 495,160.44	\$ 354,401.00	N/A
COUNTY HOSTED: Annual Support/Fees		N/A (included?)	\$ 19,935.00	\$ 102,000.00	\$ 79,423.92	\$ 94,500.00	N/A
COUNTY HOSTED: Year 1 Fees		\$ 292,250.00	\$ 176,310.00	\$ 602,000.00	\$ 574,584.36	\$ 448,901.00	N/A
COUNTY HOSTED: Max Cap Increase		[missing]	no increase	5%	3%	5%	N/A
Addendum 1 Acknowledged		V	V	V	V	V	V
Addendum 2 Acknowledged		V	V	V	V	V	V
Addendum 3 Acknowledged			V	V	V	V	V
Exceptions:		[Form not found]	None	Various (ppg 53-55)	Various (final section)	Various (pg 58)	Various (ppg 71-75)
REFERENCES:		San Francisco	Acworth GA	Dorchester County SC	Spartanburg Co SC	Stafford County VA	Cobb Co GA
		1st Nat Collection	Toms River NJ	Gunnison CO	Laurens County SC	Loudon County VA	Chatham Co GA
		WW&R Co	East Orange NJ	Salt Lake City, UT	Cherokee County SC	Henrico County VA	Fulton Co GA
			Somerset Co, MD			Albermarle Co VA	Lexington Co SC
			Cayce, SC				
			Broad Crk Pub Svcs				
			Wilkesboro, NC				



Founded 1769

Thursday, November 30, 2017

NOTICE OF SHORTLIST DETERMINATION:

RFP No. 17-080, Tax Billing & Collection System: Software & Support

The ad hoc review committee named by the County Administrator to evaluate the responses received for the above project has completed their initial review and named four (4) firms for further consideration, on the basis of the proposal responses provided:

- QS/1 of Spartanburg, SC;
- Tyler Technologies, Incorporated of Moraine, OH;
- PCI LLC of Tampa, FL; and
- Harris Govern of Allen, TX.

The County will shortly invite these firms to participate in a presentation and interview with the evaluation committee. Once a finalist is determined, County staff will then recommend an agreement be considered by County Council, based upon negotiations with the selected top qualified firm(s).

As always, a "Notice of Intent to Award" will be mailed to all offerors at such time as a final award decision is considered. Original bid documents and tabulation results may be viewed on-line at: www.gtcounty.org, select "Purchasing" and then "Bids Information". We thank you for your interest in working with Georgetown County, and look forward to working with you again.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle P. Prufer".

Kyle P. Prufer
Purchasing Officer



GEORGETOWN COUNTY
Post Office Drawer 421270 • 129 Screven Street, Suite 239
Georgetown, SC 29442-4200

Visit Georgetown County on the Web • <http://www.gtcounty.org>

Purchasing Department
(843)545-3082
FAX (843)545-3500
kprufer@gtcounty.org



Founded 1769



Friday, January 12, 2018

REF: RFP No. Tax Billing and Collection System: Software and Support

The committee named by the County Administrator to evaluate the Tax Billing and Collection System: Software and Support has requested to further shortlist the number of firms remaining under consideration.

The County will coordinate directly with the following firms to request a demonstration of the product that is being proposed in response to the RFP:

- ❖ QS/1 of Spartanburg, SC;
- ❖ Tyler Technologies, Inc. of Moraine, OH; and
- ❖ PCI, LLC of Tampa, FL.

It is intended that each firm will be allowed adequate time, and be provided technical support as necessary to successfully demonstrate their product. The Purchasing Office will coordinate with each of the providers for scheduling.

Thanks again to all those who have responded and participated in the response and evaluation process.

Cordially yours,

A handwritten signature in black ink, appearing to read "Kyle P. Prufer".

Kyle P. Prufer
Purchasing Officer
Georgetown County, SC

E-Mail:
kprufer@gtcounty.org

GEORGETOWN COUNTY
Post Office Drawer 421270 • 129 Screven Street, Suite 239
Georgetown, SC 29442-4200

Purchasing Department
(843)545-3082
FAX (843)545-3500

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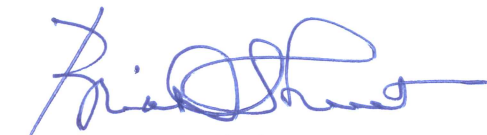
Founded 1769

July 12, 2018

A staff committee made up of representatives of the Treasurer's Office, Auditor's Office, Information Technology Department, Finance Department and the County Administrator reviewed tax software proposals from six companies. After the initial review, two of the firms did not appear to have adequate experience with tax software installations with the level of complexity or operational similarities that our processes require. Those firms were eliminated from further consideration. We then had in-person presentations/interviews with the remaining four software firms and thereafter eliminated one additional firm believing that the other three firms could all potentially serve the County's needs. Those three firms were invited back to give more detailed presentations and demonstrations of their software and to discuss terms of their proposals. The three firms were Tyler Technologies, J.M. Smith (dba QS1) and PCI, LLC.

References were checked on all proposers to the extent that they had similar local government clients with tax billing and collection system installations. Tyler Technologies was eliminated in part due to their high cost and also their comparative lack of having similar customers. Our focus then went to the final two firms of QS1 and PCI. Of the vendors that we interviewed, PCI seemed to be the most prepared. They have been extremely responsive to inquiries that have been made about the software, and have done a great job of setting expectations for the software development side of the project. Staff made trips to established customers' sites in Virginia to review first hand their experiences with the PCI implementation process and with the actual functionality and satisfaction of the product and ongoing level of support. The observations and feedback from those visits was very positive. In addition, we have visited with and compared notes with another county in South Carolina which is scheduled to be implementing PCI almost simultaneously with our proposed implementation. Obviously, our tax billing and collection processes are very much the same.

PCI has been willing and eager to work with us on the terms of their proposed contract and have convinced us of their commitment to a successful partnership in meeting our current tax billing and collection software needs and into the future. We recommend award to PCI, LLC based on the terms of the contract negotiated with them.



Brian D. Shult
County Auditor



Allison Sippel Peteet
County Treasurer

CONTRACT BETWEEN
GEORGETOWN
COUNTY AND PCI LLC

myRevenueSystem

Contract Between

PCI LLC

and

GEORGETOWN COUNTY, SOUTH CAROLINA

This Agreement is effective as of this ____ day of _____, 2018 between PCI LLC, a limited liability company having its principal place of business at 4899 West Waters Avenue, Suite A , Tampa, Florida 33634 (hereinafter referred to as “PCI”) and Georgetown County, South Carolina, subdivision of the State of South Carolina having its principal office at 716 Prince Street, Georgetown, SC 29440, (hereinafter referred to as “the County”).

WHEREAS, Georgetown County desires to procure a Tax Billing and Collection (“myRevenueSystem”) System as per RFP Notice Number 17-080.

WHEREAS, PCI submitted a formal response to the Georgetown County Request for Proposal submitted November 10th, 2017 (hereinafter referred to as the “Proposal”) to furnish the County with software and implementation services for the myRevenueSystem.

WHEREAS, the County has requested PCI, and PCI agrees to furnish the County with software and implementation services for the myRevenueSystem.

WITNESSETH:

The County and PCI agree to the following terms and conditions in consideration of the mutual promises stated in this Agreement, including the following Exhibits, which are attached hereto and incorporated herein:

1. Exhibit A – Georgetown County – PCI RFP Response
2. Exhibit B – Georgetown County - myRevenueSystem Pricing (Cost Proposal and Associated Customization Listing Explanation, Hardware Specifications and Cost Proposal Notes)
3. Exhibit C – Georgetown County - myRevenueSystem Payment Schedule
4. Exhibit D – Georgetown County - PCI Standard Maintenance and Support Agreement
5. Exhibit E – Georgetown County– Recommended Cashiering Hardware & Pricing Options

In the event of any inconsistency between the documents comprising this Agreement, the order of precedence shall be as follows:

1. The Agreement
2. Exhibits to the Agreement

Scope of Work

As part of this Agreement, PCI agrees to provide to the County services and products.

Implementation Services

As used herein, “Services” shall mean the installation, modification, customization, conversion, configuration, testing, integration, implementation, and training of the System, as described in this Section. From and after the Notice-to-Proceed date, PCI agrees to perform the Services, and the County agrees to compensate PCI for its performance of the Services, in accordance with the terms of this Agreement and the Exhibits hereto. PCI shall perform all of its obligations with respect to the Services in accordance with the performance standards, timetables, and milestones set forth in this Agreement and the Exhibits hereto. Except as explicitly set forth in this Agreement, PCI shall furnish all labor, materials, equipment, products, tools, transportation, and supplies required to perform the Services.

PCI shall provide Services and shall perform tasks as set forth in Exhibit A, PCI RFP Response, according to the prices set forth in Exhibit B, which prices shall exclude all travel and living expenses. The County shall pay reasonable travel, meals, and hotel accommodations incurred by PCI employees during the implementation of Services.

If requested by the County in writing, the parties may substitute the Deliverables, Services, or tasks that are described in Exhibit A for new Deliverables, Services, or tasks that are reasonably and substantially equivalent to those Deliverables, Services, or tasks being substituted, and any such substitution shall not result in any adjustment to the Fees, unless otherwise mutually agreed to by the parties.

Software Licenses

As used herein, “Products” shall mean software and hardware required for the successful implementation of the myRevenueSystem according to the prices set forth in Exhibit B. PCI agrees to provide the Products, and the County agrees to compensate PCI for its Products, in accordance with the terms of this Agreement and the Exhibits hereto.

1.2.1 Products Schedule

PCI will provide the County the following software, hardware, and support components set forth in Exhibit A:

- PCI Software – myRevenueSystem
- 3rd Party Software – NADA Embedded Database (vehicle assessment)
- Web Based Software – Sturgis Treasurers Portal

1.2.2 License

PCI-developed software is licensed to the County pursuant to the provisions set forth in this Paragraph. Third-party software is licensed to the County pursuant to the Software License Agreement delivered with the software product.

- 1.2.2.1 PCI grants the County a perpetual, non-exclusive, nontransferable license to use the Software and Documentation contracted for under this Agreement, for internal operations of the County, its associated agencies, and affiliates that the County supports or with whom it shares resources for the term of this Agreement.
- 1.2.2.2 The County may make copies of the Software and Documentation for use of the County, its associated agencies, and affiliates, provided that all copyright notices are reproduced and the County does not exceed the number of licenses purchased, where the software seat licensing model is being used. When the software site licensing model is being used, site license will be defined as a maximum of 100 concurrent users. For the purposes of this Contract, the concurrent users will be limited to all offices within the County Audit and Treasurer Departments. Additional cashiering workstations, outside of the above offices, will be either an Addendum to this Contract or contracted separately and for additional costs. The County will not make available the Software or Documentation, or portions thereof, to any other persons or entities without prior written approval of PCI. PCI shall maintain, and make available to the County, the Documentation in an electronic format in a timely manner at no additional cost. If the County wishes to purchase additional User Licenses for other departments, the costs are as outlined in Exhibit B.
- 1.2.2.3 The County shall have the right to use the Software, or any portion thereof, so long as the number of users does not exceed the number licensed for the Local Area Network (“LAN”), or on one or more backup computer nodes. No other use is licensed. The County shall permit PCI reasonable access to the LAN for license administration having requested such access in advance.
- 1.2.2.4 The County will not copy the Software or Documentation except as necessary for use under this Agreement. The County will not decrypt without authorization, reverse compile or disassemble the software. The County will not export or re-export the software or documentation without the appropriate United States and

foreign government licenses. Furthermore, the County agrees to abide by all applicable Federal and State Trademark and Copyright laws.

- 1.2.2.5 The Software and Documentation is and shall remain the sole property of PCI, regardless of whether the County or its employees may have contributed to the conception of such work.

1.2.3 Termination of Software License by PCI

In the event the County fails to: (i) adhere to its obligations of the software license set forth in this Section 1; or (ii) pay license fees due to PCI (payments for Warranty Extensions notwithstanding), within sixty (60) days after receipt of a valid, undisputed invoice therefore as set forth in Section 12 PCI shall have the right to terminate the license granted hereunder forty-five (45) days after the County receives written notice from PCI of such default, which specifies the reasons for the default. If the County fails to correct the default within this forty-five (45)-day period, PCI shall send the County a written Notice of Termination of License and within ten (10) days after receipt of such written Notice of Termination of License, the County shall return to PCI all software and all encrypted software purchased under this Agreement.

Source Code

PCI shall secure all PCI source code, including fixes releases, features release and version releases, within its safety deposit box at PCI's corporate bank. No third party source code will be secured by PCI.

The source code will be made available to the County should PCI become unable to, or otherwise fail to maintain the Software during the Warranty Extension period, any extension thereof, or if PCI decides to stop support of the System in whole or part, or PCI becomes bankrupt. All updated code will be delivered to the bank or escrow agency in a timely manner with any releases and enhancements.

PCI agrees to provide the source code to an escrow agency, at the County's expense, if desired, at the County's option at any time

1.3.1 Possession

PCI will release the Source Code to the County from storage in the event PCI becomes unable to, or otherwise fails to maintain the Software during the Warranty Extension period, any extension thereof, or if PCI decides to stop support of the System in whole or part, or PCI becomes bankrupt. In the event PCI releases the Source Code to the County:

- 1.3.2 The County accepts full and total responsibility for the safe keeping of the Source Code. The County agrees that such Source Code shall be subject to the restrictions of transfer, sale, and reproduction placed on the Software in Sub-paragraph 1.2.2.
- 1.3.3 The County agrees to only use the PCI Source Code related to applications licensed to the County by this Agreement.
- 1.3.4 No license under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of the Source Code to the County. PCI's disclosure of the Source Code to the County shall not constitute any additional representation, warranty, assurance, guarantee, or inducement by PCI to the County of any kind.
- 1.3.5 PCI will not be responsible for maintaining the Source Code if PCI releases the Source Code to the County. PCI will not be liable for any consequences related to the use of Source Code modified by the County, except to the extent PCI would otherwise be liable for any consequence related to the use of the Software under this Agreement. PCI will, however, provide all system documentation and a list of all tools required for the County to make productive use of the Source Code.
- 1.3.6 The County agrees that any unauthorized release of the Source Code will cause irreparable harm to PCI. Therefore, the County agrees to take adequate precautions to protect against the mishandling, misuse, or theft of the Source Code by the County, its employees, former employees, agents, and third-party associates.
- 1.4 Maintenance and Support Services
 - 1.4.1 PCI shall provide PCI software and Help Desk support services necessary to keep the System in compliance with the terms set forth in the Maintenance and Support Services Agreement (Exhibit D). The County will be charged for the initial period of Maintenance and Support Services following the completion of configuration of the System, but in no event earlier than January 1, 2019.

PCI represents and guarantees that all PCI-provided System Software configurations, modifications, customizations, data conversions and interfaces (i) shall function properly and in accordance with the PCI RFP Response (Exhibit A), separately and as a fully integrated system, and (ii) when operated together will not cause any material delays, defects, or problems with the System Software, subject to any County constraints of the County's communications network environment. In addition, PCI guarantees that the modifications to the System Software performed by PCI hereunder will not detract from or otherwise interfere with the full functionality of the System Software and will not interfere with and will interface properly with the County's current hardware/software systems, including but not limited to the County's Thompson Reuters Cashiering, provided the PCI and County mutually agreed hardware, operating systems and database management systems have not been changed from what has been agreed in writing between PCI and the County and provided the mutually agreed method of communication, data definitions and the business logic to be used for the integrating with the PCI and County mutually agreed 3rd party software systems has not changed

from what has been agreed in writing between PCI, the County and the 3rd Party software system vendor if appropriate.

- 1.4.2 The County, with the assistance of PCI staff, may conduct an assessment of the System at a mutually agreeable time, to determine if upgrades are required to maintain the Performance Standard (Annual Review).

CHANGE ORDERS

Additional Products and Services will be treated as Changes to this Agreement. PCI shall provide New Services and Products at the then current rate charged to PCI's existing clients and in accordance with Section 12, Terms of Payment.

If the County requires the performance of Services that are not then being performed, or requires a change to the existing Services, the County's Project Coordinator shall deliver to PCI's Project Manager a Request for Change Order specifying the proposed work with sufficient detail to enable PCI to evaluate it. PCI shall, within five (5) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such Change Order, provide the County with a Change Order and a written proposal containing the following: a detailed description of Services being provided; specifications (if applicable); implementation plans, with an implementation schedule which will be mutually agreed between PCI and the County; the timeframe for performance; acceptance criteria; and for New Services, the estimated price for such performance based on the applicable charges set forth in this Agreement.

It is understood and agreed to by both the County and PCI that such modifications or additions to this Agreement shall be made only by the full execution of the County standard Change Order form. Furthermore, it is understood and agreed by both parties that any work done by PCI on such modification or addition to this Agreement prior to the County execution of its standard Change Order form shall be at the total risk of PCI and said work may not be compensated for by the County.

TERM

Term of Software License

- 3.1.1 The license granted under this Agreement shall remain in effect perpetually unless otherwise terminated under this Section.
- 3.1.2 The County may terminate the Software license at any time upon thirty (30) days written notice to PCI, subject to subsection 3.1.4 and 3.1.5 below. The County may terminate any Services or Maintenance and Support services that are incorporated into this Agreement without terminating the Software license under this Agreement.
- 3.1.3 If either party materially breaches this Agreement, the other party may give written notice of its desire to terminate and the specific grounds for termination and, if such

default is capable of cure and the party in default fails to cure the default within thirty (30) days of the notice, the other party may terminate this Agreement. If such default is incapable of cure, the other party may terminate this Agreement immediately upon written notice of its desire to terminate.

- 3.1.4 Termination of this Agreement, or any portion of it, shall not limit either party from pursuing other remedies available to it, including injunctive relief.
- 3.1.5 Upon termination of the software license agreement, the license to use the Software shall be immediately revoked and all licensed Software Products and supporting materials will be returned to PCI within thirty (30) days or destroyed and an affidavit supplied to PCI certifying destruction.

Term of Implementation Services

This Agreement shall commence on the date of its execution and shall continue and be in full force and effect until terminated in accordance with the provisions of this Agreement. The exact nature and expected duration of specific Services rendered will be described in a Business Process Review document agreed to by the parties and in accordance with this Agreement and Exhibit A hereto.

Term of Maintenance and Support Services

Maintenance and Support shall be in effect upon completion of the configuration of the System, but in no event earlier than January 1, 2019, and shall extend throughout the agreed upon Standard Maintenance and Support Agreement (Exhibit D) period and subsequent renewals, unless terminated as provided for herein. All subsequent renewals will be automatically done on the anniversary date of the initial invoice for maintenance and support services until terminated by either party in accordance with the provisions of this agreement.

Survival

Upon termination of this Agreement, the provisions hereof, which by their express terms survive termination, including those set forth in Section 14, Survival, shall remain in full force and effect.

TEST CRITERIA

Unless otherwise specifically provided in Exhibit A, the test for each Software Component of the System shall include testing to the City's reasonable satisfaction of the following: (a) unit testing (i.e., individual testing of each field, screen, screen-related action, and module/program); (b) System testing (i.e., testing of the System as a whole and its integration with other County systems); and (c) volume/stress testing (i.e., testing of the System under peak conditions to measure response time and System reaction to load).

Failure of Testing

If after testing the Software components or the System, the Software components or the System do not function in a manner that is consistent with the standards identified in Exhibit A, or other written documentation provided by PCI and agreed to by the County that describes the anticipated performance of the System, the County shall have the option, upon notice to PCI to:

- Terminate this Agreement, in accordance with the provisions of Section 13; or
- Accept the System at its then level of performance; or
- Permit the Live Testing to be further extended for such period as mutually agreed upon by the Parties in writing; or
- Accept those portions of the System which pass the acceptance criteria and require PCI to correct the remaining portions, in which event the County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted; or
- Pursue such remedies as may be available to the County at law or in equity.

Final Acceptance of the System by the County will not release PCI from complying with the warranties and maintenance requirements set forth herein.

PERFORMANCE STANDARD

The Performance Standard and the Response Time Standard set forth below shall apply to the System and any subsequent Fixes Releases, Features Releases, and Version Releases. For purpose of determining whether the System meets the Performance Standard and the Response Time Standard, the performance of the System shall be judged on the basis of the following assumptions: (a) no more than one hundred (100) concurrent users will use the System at a given time, (b) scheduled downtime, external interface failures, hardware failures and network outages not caused by the System will not be taken into account, (c) the System will be installed using the hardware in accordance with PCI's recommended hardware configuration. and (d) such hardware will run the System and will operate in a production network environment, using industry standard network traffic monitoring devices/tools, for the purposes of determining the System's compliance with the Response Time Standard and Performance Standard.

In the case that the system does not meet the Performance Standard and the Response Time Standard, the parties shall then move the System to an environment wherein the hardware (provided by the County in accordance with PCI's recommended hardware configuration), shall run only the System and shall operate in a stand-alone network environment. The parties shall then use this isolated environment to make a final determination as to the System's compliance with the Performance Standard and the Response Time Standard.

System Availability

The System shall be fully operational and available for use by the County ninety-nine and nine tenths percent (99.9%) of the time. Response Time Standard

- a. Add and Update Performance Criteria—The System shall perform in a three (3) second or less response time, on add or update of a single record, ninety percent (90%) of the time or better.
- b. Search Performance Criteria—The System shall perform within five (5) seconds or less response time, on key search items as set forth in the Acceptance Test Plan, ninety percent (90%) of the time or better. The performance of batch and or background processes, maintenance and the installation of an additional module shall not adversely affect the System performance.

Performance Evaluation Results

If the Performance Standard or the Response Time Standard is not achieved as defined in this Section 5, the County will provide PCI written notification documenting that the System does not meet the Performance Standard or the Response Time Standard. PCI shall provide the following at no additional expense to the City:

PCI shall assist the County in evaluating the existing System configuration and make recommendations for actions. PCI shall make every effort to maximize the performance of the System. If the Performance Standard or the Response Time is still not achieved, the County shall have the options set forth in Section 4.1.

ACCEPTANCE

Acceptance Test Plan

PCI, with input from and approval of the County, shall develop an Acceptance Test Plan ("ATP") for the System.

Software Component Conditional Acceptance

Upon PCI's notification to the County that PCI has completed the installation of a Software Component(s) and that such Software Component(s) are ready for testing, the County shall begin testing such Software Component(s) in a non-production environment using the test procedures and standards contained in the ATP, or such other standards as are mutually agreed upon in writing ("Acceptance Test Procedures"), to determine whether each Software Component meets in all material respects, the applicable Specifications and acceptance criteria set forth in the Agreement, or such other criteria as are mutually agreed upon in writing ("User Acceptance Testing"). After the County has completed the User Acceptance Testing for a Software Component and has operated such Software Component in accordance with the Specifications, the County shall notify PCI in writing that "Conditional Acceptance" of such Software Component (or the entire System, as the case may be) has occurred. If the County determines that a Software Component, or the System as a whole, does not perform as provided for in this Agreement, the City shall deliver to PCI a report describing the discrepancies. PCI shall correct the errors or defects within fifteen (15) calendar days after receiving such report, and the County may re-test the Software Components and the System for an additional test period of up to ten (10) calendar days, at the end of which the process described above in this Section shall be repeated. This procedure shall continue until Conditional Acceptance of the Software Components, Acceptance of the System, or termination pursuant to Section 13, as the case may be.

Software Component Acceptance

Once Conditional Acceptance of the Software Component(s) necessary to begin Productive Use of the portion of the System associated with a particular Phase has occurred, the County shall begin using the Software Components for Productive Use. Once the County has used the Software Components in a production environment for a sufficient time to test all functions of the Software Components in an integrated environment ("Live Testing"), which period of time for Live Testing shall be no more than sixty (60) consecutive calendar days after the Go Live Date of the Software Component, and has determined that: (i) there have been no material errors, (ii) the Software Component performs as warranted in this Agreement, and (iii) all training Services required hereunder, and other Services described in Exhibit B, have been completed, the County shall notify PCI in writing of its "Software Component Acceptance" of the relevant Software Component. In no event shall any other action or inaction by the County, including the County's use of the System, or any portion thereof, in a live, operational environment, constitute "Acceptance" of any portion of the System. Notwithstanding anything to the contrary contained herein, in no event shall Software Component Acceptance be deemed a waiver of any right or remedy available to the County under this Agreement, at law, or in equity as a result of any defect in a component or deliverable not discovered by the County during the User Acceptance Testing or Live Testing periods.

System Acceptance

Once Conditional Acceptance of all Software Components of the System has occurred, the County shall begin using the System for Productive Use. Once the County has used the System in a production environment for a sufficient time to Live Test all functions of the System in an integrated environment, which period of time for Live Testing shall be no more than Sixty (60) consecutive calendar days after the Go Live Date of the System and has determined that: (i) there have been no material errors, (ii) the System performs as warranted in this Agreement, and (iii) all training Services required hereunder and other Services described in Exhibit A have been completed, the County shall notify PCI in writing of its “System Acceptance” of the System. In no event shall any other action or inaction by the County, including the County’s use of the System, or any portion thereof, in a live, operational environment, constitute “Acceptance” of any portion of the System. Notwithstanding anything to the contrary contained herein, in no event shall System Acceptance be deemed a waiver of any right or remedy available to the County under this Agreement, at law, or in equity as a result of any defect in a component or deliverable not discovered by the County during the User Acceptance Testing or Live Testing periods.

System Acceptance Checkpoint

If after 30 days of Live Testing for the purpose of establishing System Acceptance, the County has determined that the System is meeting the criteria of a successful Live Test, as established in Section 6.4, the “System Acceptance” shall have been reached. The County shall notify PCI of attainment of the “System Acceptance” in writing.

Correction of Errors during Live Testing

In the event that the System does not meet the Performance Standard or Specifications during the Live Testing period, PCI shall have fifteen (15) calendar days in which to correct, modify or improve the System to meet the applicable criteria. Thereafter, the performance period shall be extended by fifteen (15) calendar days. If the Performance Standard and/or Specifications are not attained during the Live Testing Period, after a maximum of one hundred and eighty (180) calendar days, the City may pursue remedies as set forth in this Agreement.

Acceptance of Non-Software Deliverables

The County will review, approve and provide written sign-off for all Non-Software Deliverables (e.g., plans, documents) in the following way:

The PCI Project Manager will review “drafts” of each Deliverable with the County Project Manager or designee prior to formal submittal of each Deliverable

The County project manager will identify in writing any required changes, deficiencies,

and/or additions necessary within seven (7) business days of receipt of each draft Deliverable. For the purposes of this section, business days do not include the County holidays. A period greater than seven (7) business days will be allowed upon mutual agreement of the parties.

PCI will revise each Deliverable based on feedback from the City and submit a final version of the Deliverable for review and sign-off from the County Project Manager. The County's Project Coordinator will identify in writing any required changes, deficiencies, and/or additions necessary within five (5) business days of receipt of the final version of each Deliverable. A period greater than five (5) business days will be allowed upon mutual agreement of the parties.

Upon acceptance of the final Deliverable, the County Project Coordinator will sign a Deliverable Acceptance form and shall return it to the PCI Project Manager. For final Deliverables that are rejected by the County, PCI shall re-perform the Services and resubmit the Deliverable for review in accordance with the procedures outlined in this section (including the 5 day review period).

If a dispute arises through this process, it shall be resolved pursuant to the dispute resolution provision in Section 19.

Notification of the lack of action on the acceptance of a Deliverable (no signed acceptance or no notification of required changes, deficiencies, and/or additions) will be reported in writing to the County Project Manager by the PCI Project Manager at the end of the review period following delivery. The period may then be extended for two business days at the County Project Manager's request. In the event that the PCI Project Manager does not receive written comments or a signed Deliverable Acceptance form within the extended period, the Deliverable will be considered accepted.

PERSONNEL

Key Personnel

7.1.1 Each party will endeavor in good faith to maintain one person in the Project Manager role during the term of this Agreement. Each party will also endeavor in good faith to maintain the same Key Personnel during the term of this Agreement. For the purposes of this Agreement, PCI's Key Personnel include the Project Manager, Project Consultant, Business Analyst/Designer, and myRevenueSystem Lead Programmer. PCI's Project Manager will have the overall responsibility for the Services until the completion of Services as provided for in the Business Process Review documents, and will be the County's primary contact person. If the County determines in good faith that PCI's Project Manager or any other Key Personnel are not qualified to fulfill the responsibilities of his or her position, as defined in the Business Process Review documents, PCI shall substitute such individual with a qualified replacement subject to the County's approval. PCI will not reassign or replace its Project Manager or any Key Personnel, except for extenuating circumstances. Should PCI's Project Manager or

any PCI Key Personnel leave the employ of the party during the term of this Agreement, PCI will make a good faith effort to present to the other party an individual with equal or greater qualifications as a replacement subject to the other party's approval, which will not unreasonably be withheld.

- 7.1.2 The County has the right to inspect the resume of and interview any PCI proposed Key Personnel prior to that key personnel's participation on the project. If the County determines, in good faith, that any of the proposed PCI Key Personnel is not qualified then PCI shall submit a different candidate for consideration.
- 7.1.3 PCI shall identify Key Personnel who will work on the Project.
- 7.1.4 PCI expressly agrees that all PCI personnel assigned to the Project may be subject to a background investigation conducted by the County, at the County's expense, prior to such staff reporting for work at the County's sites. Any PCI personnel having been convicted of a Felony or Class I or II Misdemeanor shall be denied access to the sites and to the County's information.
- 7.1.5 The County is a drug-free workplace and as a condition of continued service on the Agreement, the County may require any PCI personnel doing work at the County's site to submit to an alcohol and drug test at any time, at the County's expense.
- 7.1.6 The County may require PCI to replace any assigned PCI personnel who are found for reasonable cause to be unacceptable to the County.
- 7.1.7 The County considers a suitable working relationship to be a product of several factors, not the least of which is the presumption of permanency of PCI personnel for the duration of the work effort. It is anticipated that PCI will provide a stable work force and limit disruptive personnel changes. PCI's Key Personnel cannot be removed from the project except for circumstances beyond PCI control or as otherwise requested by the County. Replacement personnel shall be identified using the same guidelines established for the initial PCI Project personnel as described above and must be approved by the County. PCI agrees to provide turnover and knowledge transfer from one person to the other in the event of the removal of personnel and to make no charge to the County for the time associated with such turnover and knowledge transfer (up to an 80 hour transition period for the Project Manager, and up to 40 hours for other Key Personnel). PCI shall keep the County advised on a current basis as to the availability of personnel to perform work.

INDEMNIFICATION

Infringement

PCI shall defend and hold harmless the County and its officers, agents and employees from any claim or proceedings brought against the County and from any costs, damages and expenses

which arise as a result of any claim that is based on an assertion that the County's use of the work products under this Agreement constitutes an infringement of any United States or foreign patent, copyright or trademark provided that the County notifies PCI promptly of any such claim or proceeding and gives PCI full and complete authority, information and assistance to defend such claim or proceeding and further provided that PCI shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that PCI shall consult with the County regarding such defense. In the event that the work products are finally held to be infringing and its use by the County is enjoined, PCI shall, at its election and cost: (1) procure for the County the right to continue use of the work products; (2) modify or replace the work products so that they become non-infringing; or (3) if procurement of the right to use or modify or replace cannot be completed by PCI, refund to the County one (1.0) times the fees paid for the work product.

If the County modified the work products in any manner without the prior written consent of PCI and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement, the County will share proportionately in the cost of the defense and damages. In the event PCI updates the work products and the County does not have a current Maintenance Agreement with PCI, PCI shall provide the Modified Work Products to the County at no charge. PCI shall have no liability hereunder if the infringement would have been avoided by the County's use of either: i) the most current revision of the work products or ii) the Modified Work Products, provided that PCI provided the County with adequate notice that such use was required to avoid an infringement claim and provided access to such products. The foregoing states PCI's entire liability and the County's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the work products, any part thereof, or use thereof.

Injury, Property, or Other Damage

PCI shall indemnify, defend, at its expense, and hold harmless the County from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, arising out of or relating to bodily injury or death of any person, or to damage to tangible personal or real property, arising out of or relating to the negligence or willful misconduct of PCI, its officers, agents and employees in their performance under this Agreement, unless such injury is caused by the sole negligence or concurrent active negligence of the County, its officers, employees, or agents. If PCI's negligence combines with the County's active negligence to cause injury, the parties agree that liability will be apportioned as determined by a court of competent jurisdiction, but such liability shall be subject to the County's sovereign immunity.

Third-Party Services

PCI shall indemnify and defend, at its expense, and hold the County harmless from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, based on allegations, of non-payment, from PCI's subcontractors arising out of or related to services performed or products provided by them

hereunder.

Technology

PCI shall indemnify, defend, and hold the County harmless from and against any and all claims, demands, judgments, awards, liabilities, losses, damages, and expenses, including reasonable attorneys' fees, arising out of PCI's failure to observe and follow any written requirements or specifications issued by manufacturers, vendors, or lessors of equipment, software, and other products furnished by the County for use by PCI under this Agreement; provided however that (i) the County shall be responsible for obtaining any consents required or necessary for PCI to use such equipment, software or other products provided by the County; and (ii) unless such requirements or specifications are already in PCI's possession, the County shall provide PCI with written copies thereof.

OWNERSHIP OF WORK PRODUCT

Work Product

All inventions, discoveries, Deliverables, intellectual property, technical communications and records originated or prepared by PCI pursuant to this Agreement including papers, charts, computer programs, and other Documentation or improvements thereto to the extent that such materials are described in or required by the Business Process Review (collectively, the "Work Product") shall be PCI's or the third party supplier's exclusive property. PCI hereby grants the County unlimited, irrevocable, world-wide, perpetual, royalty-free non-exclusive rights and licenses to use, modify, reproduce, perform, release, display create derivative products from and disclose the Work Product, subject to the confidentiality provisions contained in Section 16 of this Agreement.

LIMITATION OF LIABILITY AND DISCLAIMERS

Subject to the express provisions and limitations of this Section, the parties intend that each party shall be liable to the other party for all actual, direct damages incurred as a result of the breaching party's failure to perform its obligations.

(a) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BELOW, THE AGGREGATE CUMULATIVE LIABILITY OF THE COUNTY HEREUNDER FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO THE AMOUNT OF CHARGES OWED AND UNPAID FOR SERVICES RENDERED.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION , THE

AGGREGATE CUMULATIVE LIABILITY OF PCI HEREUNDER FOR ALL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT, NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF THE FEES PAID TO PCI BY THE COUNTY UNDER THIS AGREEMENT PLUS THE ACTUAL DOCUMENTED COSTS AND EXPENSES INCURRED BY THE COUNTY IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING LIMITATION UPON THE AMOUNTS OF PCI'S LIABILITY SHALL NOT APPLY TO: (A) PCI'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT); (B) PCI'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT); (C) CLAIMS BASED UPON PCI'S FAILURE OR REFUSAL TO CONTINUE SERVICES IN VIOLATION OF SECTION 19; OR (D) ANY DAMAGES FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY. THIS LIMIT ALSO APPLIES TO SUBCONTRACTORS OF PCI.

(c) NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF FORESEEABLE OR IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM IN WHICH ANY ACTION IS BROUGHT (E.G., CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION AND IN THE CASE OF LIABILITIES BASED UPON: (1) CLAIMS FOR INDEMNIFICATION; OR (2) CLAIMS WITH RESPECT TO A BREACH OF CONFIDENTIALITY.

(d) NOTWITHSTANDING THE FOREGOING, PCI ACKNOWLEDGES AND AGREES THAT, SUBJECT TO THE ABOVE LIMITATION ON ACTUAL DAMAGES, THE TYPES OF DAMAGES THAT THE COUNTY MAY RECOVER FROM PCI SHALL IN ALL EVENTS INCLUDE ALL ACTUAL DIRECT COSTS AND EXPENSES PAID OR INCURRED BY THE COUNTY AS A DIRECT RESULT OF ANY FAILURE BY PCI TO PERFORM ITS OBLIGATIONS HEREUNDER, INCLUDING ANY ADDITIONAL COSTS INCURRED BY THE COUNTY TO OBTAIN REPLACEMENT SERVICES COMPLYING WITH THE TERMS HEREOF AND TO ADDRESS, AND TO MINIMIZE OR AVOID THE CONSEQUENCES OF, THE BREACH AND THE ADDITIONAL AMOUNT THE COUNTY ACTUALLY HAS TO PAY FOR REPLACEMENT SERVICES.

WARRANTY

- 11.1 PCI warrants that its Services will be performed consistent with generally accepted industry standards. PCI further warrants that the modules have been configured as agreed to by the County and PCI.
- 11.2 PCI products are warranted to operate in substantial conformity with product specifications upon System configuration and certification, during the Initial Warranty period and for any Warranty Extensions that may be purchased thereafter. PCI warrants that Services and Products shall be provided in a timely and professional manner by qualified personnel and that PCI has the right to license the System provided under this Agreement and that the System does not infringe upon any rights of third parties.

- 11.3 PCI warrants that the System shall meet the requirements of this Agreement including Exhibits including the warranty that the System will interface with the County's existing software systems. Provided that PCI and County mutually agreed hardware, operating systems and database management systems have not been changed from what has been agreed in writing between PCI and the County and provided the mutually agreed method of communication, data definitions and the business logic to be used for the integrating with the PCI and County mutually agreed 3rd party software systems has not changed from what has been agreed in writing between PCI, the County and the 3rd Party software system vendor if appropriate
- 11.4 PCI warrants that the System shall be substantially free from programming errors, viruses, and defects.
- 11.5 PCI warrants that the System shall be thoroughly tested by PCI and meet or surpass professional quality control standards. PCI also warrants that the System will be compliant with Americans with Disabilities Act.
- 11.6 PCI warrants that the System shall meet the Performance Standard and the Response Time Standard as set forth in Section 5 of this Agreement for five (5) years from the date of Cutover. After five (5) years, if the County has failed to maintain a Maintenance and Support Agreement for the System, the Performance Standard and the Response Time Standard requirement shall be effective only in the event that the County makes necessary upgrades based upon the Annual Review of the System as outlined in Section 1.4.2 and once the County has reinstated their Maintenance and Support agreement including paying a mutually agreed sum for any unpaid back years.
- 11.7 PCI shall not be obligated to correct or otherwise remedy any nonconformity or defect in the System if the County has made any application software changes to the System without the approval of PCI or if the County has not reported to PCI the existence and nature of such nonconformity or defect promptly upon discovery thereof.
- 11.8 All Fixes Releases, Features Releases, and Versions Releases, applied to, or installed on, the System shall be incorporated into the Warranty.

11.9 Initial Warranty

The Initial Warranty shall become effective upon the myRevenueSystem software being placed onto the County's server with the unique configurations necessary for the County in place.

11.10 Warranty Extensions

Warranty Extensions shall include Maintenance and Support Services. Annual renewals will be automatic, for four (4) years from the expiration of the initial warranty, for a total of five (5) years - initial Warranty and four (4) automatic renewals of coverage as outlined in Exhibit B, unless cancelled by written notice from the County. PCI agrees that pricing regarding Warranty Extensions will remain valid, prorated, and invoiced in advance, to an annual billing cycle.

11.11 System Functionality Warranty

PCI represents and warrants that all PCI-provided System Software configurations, modifications, customizations, data conversions and interfaces (i) shall function properly and in accordance with the Design Document, separately and as a fully integrated system, and (ii) when operated together will not cause any material delays, defects, or problems with the System Software, subject to any County constraints of the County's communications network environment. In addition, PCI warrants that the modifications to the System Software performed by PCI hereunder will not detract from or otherwise interfere with the full functionality of the System Software as described in the Specifications and Acceptance Criteria

11.12 Warranty Disclaimer

PCI DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, EXCEPT THOSE SPECIFICALLY STATED ABOVE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF PCI.

TERMS OF PAYMENT

Introduction

Exhibit B sets forth the charges with respect to the Services, which charges the County shall pay to PCI subject to PCI's performance of its obligations under this Agreement and the limitations set forth in the Agreement. The sole consideration for all of the Services and other matters provided by PCI under this Agreement is set forth in this Exhibit B.

Pricing

The Services will be charged to the County on a fixed fee basis subject to the maximum cost, which excludes travel and all Reimbursable Expenses, as set forth in Exhibit B. As used in this Section, "fixed fee" means that PCI will perform its obligations under this Agreement even if it is required to expend more than the number of hours used to determine the cost set forth in Exhibit B and will not charge the County for such excess hours or expenses unless otherwise permitted under this Agreement. In no event will the cost to the County of the Services exceed the price as set forth in Exhibit B, unless agreed upon in advance in writing signed by authorized representatives of the parties through the Change Order process outlined in Section 2 of this Agreement. Services to be provided by PCI under any duly authorized Change Orders that increase the price will be provided at the then standard PCI hourly rates.

Payment Terms

The County agrees to make payments for the purchase of all site licenses associated with this project based on the completion of the milestones or critical dates as agreed when the Business Process Review documents are finalized. The County will not be billed or be liable for any charges other than those described and authorized in this Agreement. The County will only pay for Services actually performed and for Reimbursable Expenses actually incurred. Documentation of expense items will be made available to the County upon request

Invoicing

PCI shall issue itemized invoices that reflect the performance of Services and delivery of Products in accordance with Exhibit C – Payment Schedule as well as any changes to the Payment Schedule as a result of the Business Process Review. Invoices shall be sent to:

The County shall pay all undisputed invoices properly issued within its normal payment cycle [thirty (30) days from receipt of invoice].

Payment to subcontractors

Payments to subcontractors shall be made in accordance with South Carolina laws. Unless otherwise specified in this Agreement, interest shall accrue at the rate of one percent (1%) per month.

TERMINATION

The Services to be provided under this Agreement may be terminated in whole or in part, by the County in accordance with this Section whenever the County determines that such termination is in the best interest of the County, which termination shall be effective at 11:59 p.m. on the intended date of termination (the “Termination Date”).

Any such termination shall require a minimum of thirty (30) days’ written notice and shall be effected by delivery to PCI of a notice specifying the extent to which provision of services under the Agreement are terminated, and the date upon which such termination will become effective (the “Termination Notice”). In the event the County elects to terminate any category of Service (but not all Services in the aggregate) pursuant to the terms hereof, PCI shall perform its Disentanglement obligations hereunder to the extent applicable to the Service or Services being terminated. In the event of all or any partial termination of the Services, PCI shall be entitled to the unpaid Fees for Services actually rendered up to and including the applicable Termination Date, on a time and materials basis, at the then current hourly rate for each of the PCI Personnel assigned to perform such unpaid Services in connection with the undelivered Deliverables that were to be provided or the tasks to be performed under Exhibit A. In the event of such early termination, the County and PCI shall negotiate an equitable additional payment to

PCI, which shall take into account PCI's cost of termination of third-party software licenses, and for leases of equipment and real property, entered into for and on behalf of the County in connection with this Agreement. The County shall also return any retainages of the Fees for services in connection with previously delivered Deliverables or completed milestones and PCI shall be entitled to retain any software license fees paid by the County. In the case of any such software license fees being retained by PCI, the County shall continue to enjoy the right to use the software; provided, however, that PCI shall not be obligated to maintain or support the software. If within sixty (60) days following the Termination Date, the parties have not agreed upon the amount of Services rendered as of the Termination Date or the amount of such additional payments, the issue will be treated as a dispute under this Agreement.

Upon termination, PCI will provide the County with working documents, notes, and data assembled prior to PCI's receipt of notice, and the County will pay PCI for professional services completed prior to said notice. PCI will refund software license fees that have been paid to date by the County, provided that termination is for cause.

Disentanglement

In connection with any expiration or termination of the Term of this Agreement or of the provision of any of the Services provided hereunder, PCI shall take all actions necessary to accomplish a complete and timely transition from PCI to the County, or to any replacement providers (collectively, the "New Consultant" or "NC") designated by the County, of the Services being terminated (a "Disentanglement"), without material impact on the Services or any other Services provided by third parties. PCI shall cooperate with the County and the NC and otherwise take all steps reasonably required to assist the County in effecting a complete and timely Disentanglement. PCI shall provide the County and the NC with all information regarding the Services or as is otherwise needed for Disentanglement, subject to NC agreeing to maintain the confidentiality of PCI confidential information. PCI shall provide for the prompt and orderly conclusion of all work, as the County may direct, including completion or partial completion of projects, Documentation of work in process, and other measures to assure an orderly transition to the County or the County's NC. PCI shall provide any additional Disentanglement Services as the City reasonably requests for a period of up to one (1) year, on a time and materials basis, at the then current hourly rate for each PCI Person that is reasonably required to perform such Disentanglement Services as requested by the County.

SURVIVAL

The terms of Section 8, Indemnification, Section 1.2 Software License, Section 16, Protection and Security of Confidential Data, and Section 27, General shall survive the termination of this Agreement.

INSURANCE

PCI shall procure and maintain, during the performance of this Agreement, Comprehensive General Liability insurance and Worker's Compensation and Disability coverage for PCI employees where services are to be performed, and such other insurance coverage insuring against loss or damages to the County's property and/or personnel caused by PCI activities. PCI shall not commence work under this Agreement until PCI has obtained all insurance required under this Paragraph and the County has approved such insurance, nor shall PCI allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The County will be named on all liability policies as "Additional Named Insured" for the proposed work. All liability policies will be written in an "occurrence" form unless otherwise specifically approved by the County.

Worker's Compensation Insurance and Employer's Liability Insurance

PCI shall take out and maintain during the life of this Agreement the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in all states covering all its employees, and in the case of any work sublet, PCI shall require its subcontractors similarly to provide statutory Workers' Compensation Insurance for the latter's employees. PCI shall take out and maintain during the life of this Agreement, Employer's Liability Insurance with a limit of \$2,000,000 per accident/injury by an insurance company authorized to write such insurance in all states where PCI will have employees located in the performance of this Agreement and PCI shall require each of its subcontractors similarly to maintain Employer's Liability Insurance on its employees.

Public Liability Insurance

15.2.1 PCI shall maintain during the life of this Agreement such Public Liability Insurance as shall protect it against claims for damages resulting from bodily injury, including wrongful death, and property damage, which may arise from operations under this Agreement whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:

Bodily Injury Limits:

\$1,000,000 Each Person

\$2,000,000 Each Occurrence

Property Damage limits

\$ 500,000 Each Occurrence

\$1,000,000 Aggregate

15.2.2 The Public Liability Insurance required by the preceding Sub-paragraph 15.2.1 shall include the following extensions of coverage: the coverage shall be provided under a

Commercial General Liability form of policy or similar thereto.

Certificate of Insurance

PCI shall furnish the County with two (2) copies of a Certificate of Insurance evidencing policies required in Sub-paragraphs 15.1, 15.2. Such Certificate of Insurance shall specifically indicate that the Public Liability Insurance includes all extensions of coverage required in Sub-paragraph 15.2.2. Such Certificate of Insurance shall specifically state that the insurance company or companies issuing such insurance policies shall endeavor to give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. If coverage on said Certificate(s) is shown to expire prior to completion of all terms of this Agreement, PCI shall furnish a Certificate of Insurance evidencing renewal of such coverage to the County. The Certificates of Insurance shall clearly show this Agreement number.

Insurance Company and Agent

All insurance policies herein required of PCI shall be written by a company duly authorized by Federal or State law and licensed to do business in the STATE of SOUTH CAROLINA and be executed by some agent thereof duly licensed as an agent in said state.

PROTECTION AND SECURITY OF CONFIDENTIAL INFORMATION

16.1 Each of the parties shall:

- a) maintain the confidentiality of the Confidential Information of the other party;
- b) take steps to minimize the dissemination or copying of the Confidential Information of the other party except to the extent necessary and appropriate to perform its obligations under this Agreement;
- c) use the same care to prevent disclosure of the Confidential Information of the other party to third parties as it employs to avoid disclosure, publication, or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care;
- d) use the Confidential Information of the other party solely for the purpose of performing its obligations under this Agreement;
- e) not acquire any express or implied right or license under any patent, copyright, trade secret, or other right or assert any lien against Confidential Information of the other

party;

- f) promptly return, or provide a copy of, as the requesting party directs, Confidential Information upon the request of the other party (provided that PCI may retain such Confidential Information as it requires in order to perform the Services for so long as it is required to perform such Services); and
- g) use commercially reasonable efforts to inform its employees, agents, and subcontractors who perform duties with respect to this Agreement about these restrictions.

16.2 Each party may disclose Confidential Information of the other party to its employees, agents, and subcontractors who have: (i) a need to know such Confidential Information in order to perform their duties; and (ii) a legal duty to protect the Confidential Information. A party receiving Confidential Information of the other party assumes full responsibility for the acts or omissions of its subcontractors and employees with respect to such Confidential Information. Notwithstanding the foregoing, in no event shall PCI disclose or otherwise reveal any portion of the County Confidential Information to any Affiliate of PCI without the County's prior written consent. Notwithstanding anything to the contrary in this Section 16, the parties acknowledge that the County is subject to and must comply with the South Carolina Freedom of Information Act. The County will notify PCI promptly in the event the County receives a request for information related to PCI's Confidential Information.

16.3 General Security

PCI shall follow all security practices, policies and procedures set forth by the County and will make every effort to ensure the security of the County's network, systems, and software while performing the contracted services and work identified in this Agreement.

The connection of any electronic device and/or equipment (including, but not limited to, computers, personal digital assistants ("PDA's"), "BlackBerry" devices, smart phones, cellular phones, routers, and switches) to any device on the County's network infrastructure is prohibited without prior authorization and must be (where applicable) scanned for viruses, malicious code, worms, etc. by the Department of Information Technology

All PCI personnel working on-site for any period of time and require the use of their own personal electronic devices shall have the latest operating system security updates and a fully updated industry acceptable anti-virus software installed (where applicable) on these devices.

The use of any software (e.g., password decoders, network sniffers, ports or security scanners) is prohibited without prior authorization by the Department of Information Technology.

A County issued user-id and password is required for PCI's employee requiring access to the County's network and systems. A County issued building access card is required for PCI's employees to access the County office spaces. Under no circumstances shall the County user-ids and passwords be revealed, released, or otherwise disseminated to anyone other than those

to whom they are assigned. Under no circumstances shall the County building access cards be shared or otherwise disseminated to anyone other than those to whom they are assigned. PCI will be required to sign the County's security and access policies.

16.4 County Associated Data

PCI agrees to protect the confidentiality of the information maintained by the County and further warrants that any PCI staff assigned to the Project will not, beyond that necessary for this Agreement, release, disseminate copy or otherwise utilize, for any purpose, any information of the County without the County's prior written authorization.

16.5 Geographic Information System Data

PCI agrees to protect the confidentiality of the Geographic Information System ("GIS") data including the Master Street Name File database maintained by the County and further warrants that any PCI staff assigned to the Project will not, beyond that necessary for this Agreement, release, disseminate, copy or otherwise utilize, for any purpose, any GIS or street data of the County without the County's prior written authorization.

ASSIGNMENT

Neither party shall assign or transfer this Agreement nor any rights or obligations hereunder.

NOTICES

All notices given between parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or Country of Origin Mail to the persons identified below:

For: PCI LLC.

Alastair D.W. Main
President
4899 W Waters Ave, Suite A
Tampa, Florida 33634

Additional Information:

Telephone: (813) 885-7974
Facsimile: (813) 882-4577

E-mail: alastair.main@pciusa.com

For: Georgetown County

Director or Representative of
Information Technology Department

Georgetown County, SC

Additional Information:

Telephone:
Facsimile:
Email:

DISPUTE RESOLUTION

- 19.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to try in good faith to settle the dispute through friendly negotiation before resorting to litigation.
- 19.2 In the event of any dispute or disagreement between the parties which does not require immediate legal relief, whether with respect to the interpretation of any provision of the Agreement, or with respect to the performance of either party hereto each of the parties will have their respective Project Managers meet for the purpose of endeavoring to resolve such dispute or negotiate for an adjustment to such provision. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to a meeting of the Project Steering Committee. If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to the Vice President level of PCI and the Director level of the County. If either of the representatives at this level concludes, after a good faith attempt to resolve the dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely, the parties may agree to try in good faith to settle the dispute by non-binding mediation using mutually agreeable mediator or by any other legal means necessary. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable or injunctive relief, may begin until the dispute resolution procedure is completed. The parties agree that any proceedings seeking dispute resolution shall be resolved in the state courts of South Carolina and that venue shall be in the Georgetown County, South Carolina.

19.3 No Termination or Suspension of Services

Notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall PCI interrupt or suspend or terminate the provision of Services to the County or perform any action that prevents, impedes, or reduces in any way the provision of Services or the County's ability to conduct its activities, unless: (i) authority to do so is granted by the County or conferred by a court of competent jurisdiction; or (ii) the Term of this Agreement has been terminated and PCI has performed its obligations with respect to a Disentanglement; or (iii) or the County has failed to pay PCI undisputed invoices that are past due in excess of sixty (60) days after receiving notice from PCI of such delinquency. In the event that the County fails to make such full payment within said 60-day period, PCI shall grant to the County an additional thirty (30) days to render full payment provided that the County requests such additional thirty (30) days.

FORCE MAJEURE

Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of service resulting from act of war, act of God, act of civil or military authority, civil disturbance, or any other cause beyond its reasonable control.

INDEPENDENT CONTRACTOR

PCI shall at all times act as an independent contractor in the performance of this Agreement. Neither PCI nor its employees or agents shall represent themselves to be or be deemed to be employees of the County.

SOLICITATION OF EMPLOYEES PROHIBITED

Unless the other party consents, neither party will solicit, entice, hire, or otherwise interfere with the employment relationship of the other as a result of work under this Agreement for a period of six (6) months after final payment for acceptance of the System. Advertising in publications of general circulation or advertising or solicitation through other public media shall not constitute such prohibited solicitation.

PRIME VENDOR RESPONSIBILITIES

PCI may provide third party software and hardware, which they are authorized to offer, provided it meets the terms of this Agreement. PCI shall act as the prime vendor for any software or hardware provided by other suppliers, and shall assume full responsibility for the procurement, of such items. Warranty, maintenance, and support of said items will be provided by the contracted third party and any such third party software and/or hardware shall be deemed part of the System. In such case, PCI shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all terms of this Agreement.

NONDISCRIMINATION

During the performance of this contract, PCI agrees as follows:

1. PCI will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of PCI. PCI agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this

nondiscrimination clause.

2. PCI, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

NON-APPROPRIATION

It is understood and agreed between the parties that the County shall be bound hereunder only to the extent that the funds are appropriated and budgeted for the purpose of this Agreement. In the event no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under this Agreement, the County will immediately notify PCI of such occurrence and this Agreement will terminate on the last day of the fiscal period for which appropriations were received. The County's fiscal year is July 1st – June 30th.

DRUG-FREE WORKPLACE

During the performance of this contract, PCI agrees to (1) provide a drug-free workplace for the PCI's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the PCI's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of PCI that PCI maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

GENERAL

Applicable Law and Venue

This Agreement is made in and shall be governed by the laws of the State of South Carolina. In the event of litigation, venue shall be in the Circuit Court of Georgetown County, South Carolina. This provision shall not be construed to prevent a party from instituting and a party is authorized to institute formal proceedings to avoid the expiration of any applicable limitation periods.

Severability

If any provisions of this Agreement are held to be unenforceable, this Agreement shall be construed without such provisions.

Waiver

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

Changes

This Agreement comprises the entire understanding between the parties and may be amended only by a written document executed by a duly authorized representative of each of the parties.

Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax exempt status will be furnished by the County. If in the future the South Carolina, the U.S. Federal Government, or other authorized authority changes tax policy or adds new taxes, the County will be responsible for again furnishing Contractor with the County's Tax Exemption Certificate or will be responsible for payment of those taxes.

27.6 Compliance with state law; foreign and domestic business authorized to transact business in the state of South Carolina.

PCI certifies that it is authorized to transact business in the State of South Carolina. Such status shall be maintained during the term of the Agreement. The County may void the Agreement if PCI fails to remain in compliance with the provisions of this section.

27.7 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the State of South Carolina knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

COOPERATIVE PROCUREMENT

As authorized by the State of South Carolina, this contract may be extended to and used by political subdivisions of the State of South Carolina, other public bodies, agencies, institutions and localities of the states and territories of the United States and the District of Columbia with the authorization and consent of the Contractor. Any such contracts shall have the same prices and terms and conditions as this contract. If any other public body decides to use this contract, such public body must execute their own separate agreement with the Contractor. The County government shall not be held liable for any costs or damages incurred by any other public body as a result of any contract award extended to that public body by the Contractor.

DEFINITIONS

“Acceptance” shall have the meaning described in Section 6 of this Agreement. Acceptance may be further defined as “Conditional Acceptance,” “System Acceptance,” or “Software Component Acceptance” as is further described in Section 6.

“Annual Review” shall have the meaning described in Section 1.4.2

“Change” means a change to the scope of the Services.

“Change Order” means a document describing potential or actual changes to the scope of the Services, as further defined in Section 2 of this Agreement.

“County Project Manager” means the representative of the County designated to oversee the provision of the Services by PCI on a day-to-day basis.

“Confidential Information” means any County Treasurer or any other information of the County or PCI that is not in the Public Domain

“Cutover” means that point in the implementation of the System where the County has placed the System into a production environment and has started operational use of the System in place of the legacy system.

“Deliverables” means the items identified as “Deliverables” or a “Deliverable Material” to the

County.

“Design Document” means a certain Deliverable that provides details of customizations to be done by PCI to the myRevenueSystem.

“Documentation” means publications relating to the System, such as reference, user, installation, system administrator, and technical guides.

“Fees” means the fees payable by the County to PCI hereunder in consideration of PCI’s provision of the Services, as further described in Section 12 and Exhibits B and C.

“Features Release” means a major release of Software containing significant product enhancements and improvements including Fixes Releases since the last Features Release.

“Fixes Release” means a minor release of Software containing primarily error corrections. A Fixes Release may also contain limited improvements that do not affect the overall structure of the Software.

“Live Testing” shall have the meaning described in section 6.3.

“Maintenance and Support” means various services provided by PCI to the County in support of the City’s on-going use of the System.

“Notice-to-Proceed Date” means the date on which the County, by written notice, authorizes PCI to begin performing the Services hereunder.

“PCI Personnel” means the PCI Project Manager, the Key Personnel, and all employees of PCI, and all employees of subcontractors of PCI, who are providing the Services at any time during course of this Agreement. An individual within such description is a “PCI Person.” PCI shall make available the number of PCI Personnel necessary to properly perform PCI’s obligations under this Agreement. At any time, upon the request of the County, PCI shall provide the County with a list of all persons who at such time are

PCI Personnel, which list shall include the positions occupied by each such person.

“PCI Project Manager” means the PCI Person designated to manage the day-to-day provision of the Services.

“Phase” means a contained portion of the Project dedicated to implementing a particular portion of the System.

“Products” means, collectively, the Hardware, Software, and Third Party Software provided by PCI and required for implementation of the System.

“Productive Use” means use of the System to run the business of the County.

“Project” means the Services and Products to successfully implement the System in

accordance with the Project Plan.

“Project Plan” means a Deliverable that describes the key components and dates of the project that is maintained and controlled by the PCI Project Manager.

“Reimbursable Expenses” are reasonable travel, lodging, and meal costs incurred by PCI. The following points describe Reimbursable Expenses and limitations thereon in more detail.

- Airfare will be based on the lowest coach fare available for the date and time of travel, including change fees if necessary, provided that such airline travel schedule does not create undue inconvenience to PCI personnel travel schedules, i.e. weekend travel, etc., or extended layovers. Defining such “inconvenience” for the purposes of expense reimbursement shall rely on the reasonable, mutual agreement of the parties.
- Travel by vehicle based on the rate set forth in the County Travel Policy.
- Rental car will be based on the lowest rate available, at the arriving airport, for a vehicle that meets the needs of the person(s) traveling, including fuel. In most cases, a mid-size or smaller car will be used. However, a larger vehicle may be required based on the number of people traveling and the equipment that is being carried.
- Lodging will be based on the best available rate for a hotel which provides appropriate facilities for the person(s) traveling to perform any necessary business related tasks and is readily accessible to the project's location.
- Meals, i.e. breakfast, lunch and dinner, will be based on normally acceptable costs for residents of the County and will exclude alcohol. PCI normally uses the County's Per Diem rate for meals.
- Reasonable parking fees for parking while at the County.
- Reasonable parking fees for parking at the departure airport or transportation fees for travel to the departure airport.

“Services” means the installation, implementation, integration, configuration, and other services with respect to the System that PCI is engaged to perform pursuant to this Agreement, as described in Section 1 of this Agreement and Exhibit A.

“Software” means the licensed programs Revenue Billing System (with embedded Accounts Receivable) identified in this Agreement.

“Software Component” means a portion of System which will be tested and accepted in accordance with the procedures described in Section 6 of this Agreement. The Software Components are more specifically described in Exhibit A.

“Source Code” means the human-readable program instructions in their original form, for the Software.

“Specifications” means the descriptions of the System and all other Deliverables hereunder, and their components, capacities, functions and/or methods, set forth in this Agreement (including all Exhibits hereto) and the Documentation, or as otherwise provided to the County by PCI in writing.

“System Acceptance” shall have the meaning described by Section 6.4

“System Acceptance Checkpoint” shall have the meaning described in Section 6.5

“System” means the assessments Integrated Revenue Billing (“myRevenueSystem”) System described in Exhibit A. The System includes the Software, Third-Party Software, modifications, configurations, and any custom programming specified in Exhibit A, as well as all revisions and customizations to any or all of the above software which may be required and is provided for in Exhibit A hereto.

“Third-Party Software” means any software not design, developed and owned by PCI LLC.

“Warranty” means the period of time during which PCI warrants the System and Deliverables, as is further described in Section 11. The Warranty period commences upon the go-live or production date of the software. Warranty extensions will be automatic, for five (5) years from the expiration of the initial warranty, unless cancelled by written notice from the County.

“Work Product” shall have the meaning described in Section 9.1

WHEREFORE, the parties hereto execute this Agreement by their duly authorized representative or officer.

GEORGETOWN COUNTY SC

PCI LLC

By: _____

By: _____
Alastair D.W. Main
President

Date: _____

Date: _____

Description	Professional Services	Software	Hardware/ Travel/Browser	Implementation Totals	Annual S.U.M. Support, Upgrades & Maintenance	Contract Totals
myRevenueSystem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
myRevenueSystem: Installation, Conversion and Integration	\$ 294,000	\$ -	\$ -	\$ 294,000	\$ -	\$ 294,000
myRevenueSystem: Customization, Functional Requirements	included	\$ -	\$ -	\$ -	\$ -	\$ -
myRevenueSystem: Training	\$ 28,000	\$ -	\$ -	\$ 28,000	\$ -	\$ 28,000
myRevenueSystem: Support and Maintenance					\$ 74,000	\$ 74,000
myRevSys Web Services - Sturgis (optional)	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 7,200	\$ 13,200
myRevenueSystem: Travel	\$ -	\$ -	\$ 32,400	\$ 32,400	\$ -	\$ 32,400
Totals	\$ 328,000	\$ -	\$ 32,400	\$ 360,400	\$ 81,200	\$ 441,600
Contract Totals	\$ 328,000	\$ -	\$ 32,400	\$ 360,400	\$ 81,200	\$ 441,600

Milestones	Description	Professional Services		Training	PCI Software	Annual Maintenance	Travel	Milestone Total	Expected Date of Invoicing
		% of Professional Services	Amount	Amount	Amount				
1.0	Travel (billed monthly as used, at PCI cost)		\$ -		\$ -	\$ -	\$ 32,400	\$ 32,400	Billed as Incurred
2.0	Project Management Costs (billed monthly over the span of the project - 24 months)	15%	\$ 44,100			\$ -	\$ -	\$ 44,100	Billed equally every first of the Month for 24 months
4.1	Completion of Real Estate BPR Sessions	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
4.2	Acceptance of Real Estate BPR Document	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
4.3	Completion of Real Estate Data Conversion BPR Sessions	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
4.4	Acceptance of Real Estate Conversion BPR Documentation	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
4.5	Completion of End User Training Real Estate	25%		\$ 7,000				\$ 7,000	To be Invoiced on later of Jan 1st 2019 or when completed
4.6	Professional Services -- Go-Live on Real Estate Module.	8%	\$ 23,520		\$ -	\$ -	\$ -	\$ 23,520	To be Invoiced on later of Jan 1st 2019 or when completed
4.7	Project Management Costs -- Go-Live on Real Estate Module	4%	\$ 11,025					\$ 11,025	To be Invoiced on later of Jan 1st 2019 or when completed

Milestones	Description	Professional Services		Training	PCI Software	Annual Maintenance	Travel	Milestone Total	Expected Date of Invoicing
		% of Professional Services	Amount	Amount	Amount				
5.1	Completion of Vehicle and Business Property BPR Sessions	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
5.2	Acceptance of Vehicle and Business Property BPR Document	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
5.3	Completion of Vehicles and Business Property Data Conversion BPR Sessions	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
5.4	Acceptance of Vehicles and Business Property Data Conversion BPR Documentation	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
5.5	Completion of End User Training Vehicle and Personal Property	25%		\$ 7,000				\$ 7,000	To be Invoiced on later of Jan 1st 2019 or when completed
5.6	Professional Services -- Go-Live on Vehicle and Business Personal property Module.	8%	\$ 23,520		\$ -	\$ -	\$ -	\$ 23,520	To be Invoiced on later of Jan 1st 2019 or when completed
5.7	Project Management Costs -- Go-Live on Vehicle and Business Personal Property Module	4%	\$ 11,025					\$ 11,025	To be Invoiced on later of Jan 1st 2019 or when completed
6.1	Completion of Treasurer BPR Sessions	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
6.2	Acceptance of of Treasurer BPR Document	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
6.3	Completion of Treasurer Data Conversion BPR Sessions	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
6.4	Acceptance of Treasurer Data Conversion BPR Documentation	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
6.5	Completion of End User Training Treasurer	25%		\$ 7,000				\$ 7,000	To be Invoiced on later of Jan 1st 2019 or when completed
6.6	Professional Services -- Go-Live on Treasurer Module.	8%	\$ 23,520		\$ -	\$ -	\$ -	\$ 23,520	To be Invoiced on later of Jan 1st 2019 or when completed
6.7	Project Management Costs -- Go-Live on Treasurer Module	4%	\$ 11,025					\$ 11,025	To be Invoiced on later of Jan 1st 2019 or when completed
7.1	Completion of Delinquent Tax Collector BPR Sessions	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed

Milestones	Description	Professional Services		Training	PCI Software	Annual Maintenance	Travel	Milestone Total	Expected Date of Invoicing
		% of Professional Services	Amount	Amount	Amount				
7.2	Acceptance of Delinquent Tax Collector BPR Document	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
7.3	Completion of Delinquent Tax Collector Data Conversion BPR Sessions	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
7.4	Acceptance of Delinquent Tax Collector Data Conversion BPR Documentation	2%	\$ 5,880					\$ 5,880	To be Invoiced on later of Jan 1st 2019 or when completed
7.5	Completion of End User Training Delinquent Tax Collector	25%		\$ 7,000				\$ 7,000	To be Invoiced on later of Jan 1st 2019 or when completed
7.6	Professional Services -- Go-Live on Delinquent Tax Collector Module.	8%	\$ 23,520		\$ -	\$ -	\$ -	\$ 23,520	To be Invoiced on later of Jan 1st 2019 or when completed
7.7	Project Management Costs -- Go-Live on Delinquent Tax Collector Module	4%	\$ 11,025					\$ 11,025	To be Invoiced on later of Jan 1st 2019 or when completed
5.0	Delivery of Detailed Project Plan	6%	\$ 17,640		\$ -	\$ -	\$ -	\$ 17,640	To be Invoiced on later of Jan 1st 2019 or when completed
5.0	Go-Live any two (2) Modules				\$ -	\$ 74,000	\$ -	\$ 74,000	Go-Live any two (2) Modules
5.0	Sturgis Go Live				\$ 6,000	\$ 7,200	\$ -	\$ 13,200	To be Invoiced on later of Jan 1st 2019 or when completed
	Totals	100%	\$ 294,000	\$28,000	\$ 6,000	\$ 81,200	\$ 32,400	\$ 441,600	

Footnotes:

#A. Data Conversion.

Data Conversion (Round 1) is defined as the County extracting data files for all primary areas of the conversion as defined in the Data Conversion BPR and PCI running the files through the Data Conversion process without technical errors. Data errors in the source extract are worked out in future data conversion rounds.

#B. Explanation of Purchase of Cashiering and Computer Upgrade Hardware.

PCI has supplied the specifications and costs with the expectations that the County will purchase the hardware. Cost is provided in the above proposal for budgeting purposes.

Definitions:

BPR Business Process Review

Item Number: 7.a
Meeting Date: 7/24/2018
Item Type: PUBLIC HEARINGS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

RESOLUTION NO. 2018-21 - IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

The South Carolina Jobs-Economic Development Authority (JEDA), is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, to utilize any of its funds to establish loan programs for the purpose of reducing the cost of capital to business Enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act to provide maximum opportunities for the creation and retention of jobs, and improving the standard of living for citizens of the State of South Carolina.

JEDA has promoted the business and economic welfare of South Carolina for over 35 years by assisting in the financing of public and private projects throughout the state. JEDA serves as a statewide conduit issuer of special obligation revenue bonds and acts on behalf of the borrower to access financial markets and capital. Since its creation in 1983, JEDA has issued 510 bonds for over \$10.1 billion in South Carolina's economy, resulting in the creation or retention of more than 238,931 new jobs.

Other points to consider:

- No funds of the State of South Carolina or any political subdivision thereof are at risk in connection with financing. Each JEDA bond contains language to that effect.
- Bonds issued by JEDA are payable solely by the underlying borrower from the funds and assets pledged for each individual bond issue. JEDA does not enhance the credit of the underlying borrower.
- JEDA and its bond counsel analyze each project's eligibility for tax-exempt bond financing as specified by Federal law.

FINANCIAL IMPACT:

The adoption of Resolution No. 2018-21 will require no financial obligation on behalf of Georgetown County.

OPTIONS:

1. Adopt Resolution No. 2018-21.
2. Do not adopt Resolution No. 2018-21.

STAFF RECOMMENDATIONS:

Recommendations pertaining to the adoption of Resolution No. 2018-21 are provided under separate report.

ATTACHMENTS:

Description		Type
▣	Resolution No. 2018-21 In Supporting JEDA Funding	Resolution Letter

RESOLUTION No. 2018-21

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “*Issuer*”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Issuer is further authorized by Section 41-43-110 of the Act to issue revenue and revenue refunding bonds payable by the Issuer solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Issuer and Palmetto Goodwill, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (“*Goodwill*”), entered into an Inducement Agreement dated June 20, 2018 (the “*Inducement Agreement*”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Issuer pursuant to the Inducement Agreement, the Issuer proposes, subject to such approval of the Coordinating Council for Economic Development, Beaufort County, Berkeley County, Colleton County, Dorchester County, Georgetown County and Horry County (collectively, the “*Counties*”) as may be required by law, to issue not exceeding \$20,000,000 aggregate principal amount of its Economic Development Revenue Bond (Palmetto Goodwill Project), Series 2018 (the “*Bond*”), under and pursuant to Section 41-43-110 of the Act, to (a) refinance up to eight existing Goodwill properties described below (including land, real property, improvements, furnishings, fixtures and equipment and other personal property associated therewith), each including a retail store for the resale of donated goods, generally including a finished retail area, a donation drive-thru, goods processing area, offices and training areas and (b) finance all or a portion of the costs associated with the issuance of the Bond; and

WHEREAS, the proceeds of the Bond will be used as follows: (i) approximately \$1,928,588 used to refinance approximately 2 acres of land at 1520 High Market St, Georgetown, SC 29440 in Georgetown County and an approximately 17,277 square foot facility located thereon, (ii) approximately \$3,341,903 used to refinance approximately 1.97 acres of land at 3655 Old Kings Highway, Murrells Inlet, SC 29576 in Georgetown County and an approximately 12,000 square foot facility located thereon (items (i) and (ii) are hereinafter referred to as the “*Georgetown County Project*”); (iii) approximately \$3,489,125 used to refinance approximately 2 acres of land located at 2321 Hwy 9 East, Long, SC 29568 in Horry County and an approximately 25,000 square foot facility located thereon; (iv) approximately \$2,128,867 used to refinance approximately 1.69 acres of land at 1.99 acres at 137 Parris Island Gateway, Beaufort, SC 29906 in Beaufort County and an approximately 16,500 square foot facility located thereon; (v) approximately \$2,384,971 used to refinance approximately 3.082 acres of land at 112 Robertson Blvd, Walterboro, SC 29488 in Colleton County and an approximately 15,000 square foot facility located thereon; (vi)

approximately \$2,649,254 used to refinance approximately 2.01 acres of land at 485 N. Hwy 52, Moncks Corner, SC 2946 in Berkeley County and an approximately 15,000 square foot facility located thereon; (vii) approximately \$2,649,254 used to refinance approximately 2.074 acres of land located at 4900 Ashley Phosphate Rd, North Charleston, SC 29420 in Dorchester County and an approximately 12,492 square foot facility located thereon; and (viii) approximately \$1,428,038 used to refinance approximately 2.619 acres of land at 222 Old Trolley Road, Summerville, SC 29483 in Dorchester County, and an approximately 18,470 square foot facility located thereon (collectively, the “**Projects**”); and (2) paying certain fees and expenses incurred in connection with the issuance of the Bond. The Projects are owned and operated by Goodwill; and

WHEREAS, Goodwill is projecting that the assistance of the Issuer by the issuance of the Bond will result in maintaining employment for approximately 235 employees (as well as a substantial number of indirect job positions through Goodwill’s job training and placement services by the placement of a multitude of Goodwill trainees and jobs placement candidates), in the Counties and surrounding areas and that the portion of the Projects located in Georgetown County (the “**County**”) will stimulate the economy of the County and surrounding areas by increased payrolls, capital investment and tax revenues; and

WHEREAS, the County Council of the County and the Issuer have on this date jointly held a public hearing, duly noticed by publication on July 6, 2018, in *The Georgetown Times*, a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Georgetown County, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that (a) the Georgetown County Project will subserve the purposes of the Act, (b) the Georgetown County Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally, (c) the Georgetown County Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power, (d) the amount of bonds required for the purposes described herein is not exceeding \$20,000,000, and as a part thereof the amount of bonds required to finance the Georgetown County Project is approximately \$5,270,491; and (e) the documents to be delivered by Goodwill and the Issuer with respect to the Bond will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bond, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bond and the maintenance of the Georgetown County Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that Goodwill shall maintain the Georgetown County Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council of the County supports the Issuer in its determination to issue the Bond a portion of the proceeds of which will used be to defray the costs related to the financing of the Georgetown County Project.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 24th day of July, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

ATTEST:

By: _____
Clerk to County Council

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, the undersigned Clerk of the County Council of Georgetown County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on July 24, 2018, at which meeting a quorum was at all times present.

WITNESS MY HAND this _____ day of July, 2018.

Clerk to County Council of
Georgetown County, South Carolina

Item Number: 9.a
Meeting Date: 7/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Proclamation 2018-19 - In celebration of "Gullah/Geechee Nation Appreciation Week", July 28 - August 5, 2018.

CURRENT STATUS:

Pending adoption.

POINTS TO CONSIDER:

Gullah/Geechee people are descendants of enslaved Africans from various ethnic groups of west and central Africa brought to the US and forced to work on the plantations of coastal South Carolina, Georgia, North Carolina, and Florida. Gullah/Geechee people have retained many aspects of their African heritage due to the geographic barriers of the coastal landscapes and strong sense of place and family of Gullah/Geechee community members.

In 2006, US Congress enacted the "Gullah Geechee Cultural Heritage Corridor Act" for the preservation of historic sites, including those in the lowcountry, relating to Gullah culture.

Proclamation No. 2018-19 recognizes and celebrates the importance of the Gullah/Geechee culture, as well as the history and legacy of the Gullah/Geechee culture in Georgetown County.

Additional information about the Gullah/Geechee Nation Celebration Week festivities, which will launch the week of July 28 - August 5, 2018, may be obtained by visiting <http://www.gullahgeechee.info/>

FINANCIAL IMPACT:

OPTIONS:

1. Adopt Proclamation No. 2018-19 in recognition and celebration of "Gullah/Geechee Nation Appreciation Week".
2. Do not adopt Proclamation No. 2018-19.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Proclamation No. 2018-19 in recognition and celebration of "Gullah/Geechee Nation Celebration Week".

ATTACHMENTS:

Description	Type
Proclamation 2018-19 Celebrating Gullah Geechee Nation Appreciation Week	Resolution Letter

national Appreciation week

Proclamation

STATE OF SOUTH CAROLINA

)

)

COUNTY OF GEORGETOWN

)

**Celebrating Gullah/Geechee
Nation Appreciation Week**

Whereas, Gullah/Geechee people are descendants of enslaved Africans, from various ethnic groups, brought to the United States to work on the plantations of coastal South Carolina, Georgia, North Carolina, and Florida; and

Whereas, in the 18th Century, Georgetown County, the third oldest county in South Carolina became the locale of some of the richest plantations in the south, which were linked to specific West African ethnic groups known as “Gullah/Geechee”; and

Whereas, the Gullah/Geechee culture has had a powerful impact on the Lowcountry of South Carolina, including Georgetown County and the Pawleys Island area, and these influences have helped to define our culture and lifestyle; and

Whereas, in 2006, the United States Congress established the “Gullah/Geechee Cultural Heritage Corridor”, and this, along with the efforts of others including Queen Quet, Chieftess of the Gullah/Geechee Nation, has increased awareness of this unique culture and rich history; and

Whereas, Georgetown County Council recognizes the importance of preserving, celebrating, and sharing the rich heritage of cultural traditions the Gullah/Geechee have brought to our area including traditions of art, food, music, and system of spiritual beliefs;

Now, Therefore, Be it Proclaimed, the Georgetown County Council does hereby celebrate 2018 Gullah/Geechee Nation Appreciation Week, which will be launched on July 28th, 2018, and encourages the citizens of Georgetown County to participate in activities aimed at increasing both knowledge and appreciation of this rich culture.

So Shall it Be, this 24th day of July, 2018.

Johnny Morant, Chairman
Georgetown County Council

ATTEST:

Theresa E. Floyd, Clerk to Council

Item Number: 9.b
Meeting Date: 7/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Public Services

ISSUE UNDER CONSIDERATION:

Proclamation No. 2018-20 - In recognition and celebration of National Aviation Week, August 19-25, 2018

CURRENT STATUS:

Georgetown County Airport is vital to the economic and cultural life of the county and state.

We want to inform the citizenry that we will be celebrating National Aviation Week, August 19-25, 2018, with an exciting, family-friendly community.

The celebration begins with an official Proclamation in recognition of "National Aviation Week", August 19 through August 25, 2018, and proclaiming the week as "Georgetown County Aviation Celebration Week".

POINTS TO CONSIDER:

The celebration at Georgetown County Airport will include airplane rides, fire truck and fire safety displays, aircraft displays, military aircraft displays, and more.

FINANCIAL IMPACT:

The event is anticipated to draw local and regional families to the area, supporting Georgetown area restaurants and businesses. It may also serve to encourage aircraft owners to house their planes at Georgetown County Airport.

OPTIONS:

1. Adopt Proclamation No. 2018-20 in recognition and celebration of "National Aviation Week", August 19-25, 2018, and to proclaim the week as "Aviation Celebration Week" in Georgetown County.
2. Do not adopt the Proclamation.

STAFF RECOMMENDATIONS:

Staff recommends the adoption of Proclamation No. 2018-20 in recognition and celebration of "National Aviation Week", August 19-25, 2018, and to proclaim the week as "Aviation Celebration Week" in Georgetown County.

ATTORNEY REVIEW:

No

ATTACHMENTS:

Description	Type
Proclamation No. 2018-20 Aviation Celebration Week	Resolution Letter



Georgetown County, South Carolina

Aviation Week Proclamation

WHEREAS, aviation has been a part of Georgetown County life since the first airplane landed near Willowbank in 1911; and

WHEREAS, the county's two airports are active in the support of businesses as well as the growing population and tourist industry; and

WHEREAS, the two airports create 47 jobs, house more than 40 aircraft and create an economic impact on the county in excess of three million dollars; and

WHEREAS, businesses and tourists depend on the general aviation airports of this county to transport people and goods to all parts of the country; and

WHEREAS, our airports support and assist Georgetown County, the State of South Carolina and even the United States by providing service to the military, facilitating medical transport, accommodating agricultural spraying and providing access to emergency equipment in time of disaster; and

WHEREAS, events of recent years have reminded us that personal and business flying represents the freedoms and the responsibilities that Americans cherish and defend;

NOW, BE IT RESOLVED, Georgetown County Council hereby proclaims the week of August 19th through August 25th, 2018 as

"Georgetown County Aviation Celebration Week"

BE IT FURTHER RESOLVED, that all South Carolinians be encouraged to recognize the many contributions aviation makes to the economic stability of the Palmetto State and the quality of life of our residents.

Adopted this 24th day of July, 2018.

Johnny Morant, Council Chairman

Item Number: 9.c
Meeting Date: 7/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

RESOLUTION NO. 2018-21 - IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000.

CURRENT STATUS:

Pending

POINTS TO CONSIDER:

The South Carolina Jobs-Economic Development Authority (JEDA), is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, to utilize any of its funds to establish loan programs for the purpose of reducing the cost of capital to business Enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act to provide maximum opportunities for the creation and retention of jobs, and improving the standard of living for citizens of the State of South Carolina.

JEDA has promoted the business and economic welfare of South Carolina for over 35 years by assisting in the financing of public and private projects throughout the state. JEDA serves as a statewide conduit issuer of special obligation revenue bonds and acts on behalf of the borrower to access financial markets and capital. Since its creation in 1983, JEDA has issued 510 bonds for over \$10.1 billion in South Carolina's economy, resulting in the creation or retention of more than 238,931 new jobs.

Other points to consider:

- No funds of the State of South Carolina or any political subdivision thereof are at risk in connection with financing. Each JEDA bond contains language to that effect.
- Bonds issued by JEDA are payable solely by the underlying borrower from the funds and assets pledged for each individual bond issue. JEDA does not enhance the credit of the underlying borrower.
- JEDA and its bond counsel analyze each project's eligibility for tax-exempt bond financing as specified by Federal law.

FINANCIAL IMPACT:

The adoption of Resolution No. 2018-21 will require no financial obligation on behalf of Georgetown County.

OPTIONS:

1. Adopt Resolution No. 2018-21.

2. Do not adopt Resolution No. 2018-21.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Resolution No. 2018-21.

ATTACHMENTS:

Description	Type
▫ Resolution No. 2018-21 In Supporting JEDA Funding	Resolution Letter

RESOLUTION No. 2018-21

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS ECONOMIC DEVELOPMENT REVENUE BOND (PALMETTO GOODWILL PROJECT) SERIES 2018, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$20,000,000.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “*Issuer*”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “*Act*”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Issuer is further authorized by Section 41-43-110 of the Act to issue revenue and revenue refunding bonds payable by the Issuer solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Issuer and Palmetto Goodwill, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (“*Goodwill*”), entered into an Inducement Agreement dated June 20, 2018 (the “*Inducement Agreement*”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Issuer pursuant to the Inducement Agreement, the Issuer proposes, subject to such approval of the Coordinating Council for Economic Development, Beaufort County, Berkeley County, Colleton County, Dorchester County, Georgetown County and Horry County (collectively, the “*Counties*”) as may be required by law, to issue not exceeding \$20,000,000 aggregate principal amount of its Economic Development Revenue Bond (Palmetto Goodwill Project), Series 2018 (the “*Bond*”), under and pursuant to Section 41-43-110 of the Act, to (a) refinance up to eight existing Goodwill properties described below (including land, real property, improvements, furnishings, fixtures and equipment and other personal property associated therewith), each including a retail store for the resale of donated goods, generally including a finished retail area, a donation drive-thru, goods processing area, offices and training areas and (b) finance all or a portion of the costs associated with the issuance of the Bond; and

WHEREAS, the proceeds of the Bond will be used as follows: (i) approximately \$1,928,588 used to refinance approximately 2 acres of land at 1520 High Market St, Georgetown, SC 29440 in Georgetown County and an approximately 17,277 square foot facility located thereon, (ii) approximately \$3,341,903 used to refinance approximately 1.97 acres of land at 3655 Old Kings Highway, Murrells Inlet, SC 29576 in Georgetown County and an approximately 12,000 square foot facility located thereon (items (i) and (ii) are hereinafter referred to as the “*Georgetown County Project*”); (iii) approximately \$3,489,125 used to refinance approximately 2 acres of land located at 2321 Hwy 9 East, Long, SC 29568 in Horry County and an approximately 25,000 square foot facility located thereon; (iv) approximately \$2,128,867 used to refinance approximately 1.69 acres of land at 1.99 acres at 137 Parris Island Gateway, Beaufort, SC 29906 in Beaufort County and an approximately 16,500 square foot facility located thereon; (v) approximately \$2,384,971 used to refinance approximately 3.082 acres of land at 112 Robertson Blvd, Walterboro, SC 29488 in Colleton County and an approximately 15,000 square foot facility located thereon; (vi)

approximately \$2,649,254 used to refinance approximately 2.01 acres of land at 485 N. Hwy 52, Moncks Corner, SC 2946 in Berkeley County and an approximately 15,000 square foot facility located thereon; (vii) approximately \$2,649,254 used to refinance approximately 2.074 acres of land located at 4900 Ashley Phosphate Rd, North Charleston, SC 29420 in Dorchester County and an approximately 12,492 square foot facility located thereon; and (viii) approximately \$1,428,038 used to refinance approximately 2.619 acres of land at 222 Old Trolley Road, Summerville, SC 29483 in Dorchester County, and an approximately 18,470 square foot facility located thereon (collectively, the “**Projects**”); and (2) paying certain fees and expenses incurred in connection with the issuance of the Bond. The Projects are owned and operated by Goodwill; and

WHEREAS, Goodwill is projecting that the assistance of the Issuer by the issuance of the Bond will result in maintaining employment for approximately 235 employees (as well as a substantial number of indirect job positions through Goodwill’s job training and placement services by the placement of a multitude of Goodwill trainees and jobs placement candidates), in the Counties and surrounding areas and that the portion of the Projects located in Georgetown County (the “**County**”) will stimulate the economy of the County and surrounding areas by increased payrolls, capital investment and tax revenues; and

WHEREAS, the County Council of the County and the Issuer have on this date jointly held a public hearing, duly noticed by publication on July 6, 2018, in *The Georgetown Times*, a newspaper having general circulation in the County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Georgetown County, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that (a) the Georgetown County Project will subserve the purposes of the Act, (b) the Georgetown County Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally, (c) the Georgetown County Project will give rise to no pecuniary liability of the County or a charge against its general credit or taxing power, (d) the amount of bonds required for the purposes described herein is not exceeding \$20,000,000, and as a part thereof the amount of bonds required to finance the Georgetown County Project is approximately \$5,270,491; and (e) the documents to be delivered by Goodwill and the Issuer with respect to the Bond will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bond, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bond and the maintenance of the Georgetown County Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that Goodwill shall maintain the Georgetown County Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council of the County supports the Issuer in its determination to issue the Bond a portion of the proceeds of which will used be to defray the costs related to the financing of the Georgetown County Project.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 24th day of July, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

ATTEST:

By: _____
Clerk to County Council

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, the undersigned Clerk of the County Council of Georgetown County, South Carolina, do hereby certify that the foregoing is a true, correct and verbatim copy of a Resolution duly adopted at a meeting of said County Council held on July 24, 2018, at which meeting a quorum was at all times present.

WITNESS MY HAND this _____ day of July, 2018.

Clerk to County Council of
Georgetown County, South Carolina

Item Number: 9.d
Meeting Date: 7/24/2018
Item Type: RESOLUTIONS / PROCLAMATIONS

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Economic Development

ISSUE UNDER CONSIDERATION:

RESOLUTION NO. 2018-22 - TO STATE THE COMMITMENT OF GEORGETOWN COUNTY TO ENTER INTO A FEE AGREEMENT WITH A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT SAND" AND/OR ITS DESIGNEES OR NOMINEES; TO PROVIDE THE GENERAL TERMS OF THE FEE AGREEMENT; TO IDENTIFY THE PROJECTS FOR PURPOSES OF THE FEE IN LIEU OF TAX SIMPLIFICATION ACT; TO AUTHORIZE THE PROVISION OF SPECIAL SOURCE CREDITS AGAINST PAYMENTS IN LIEU OF TAXES; TO STATE THE COMMITMENT OF GEORGETOWN COUNTY TO PLACE SUBJECT PROPERTY IN A MULTI-COUNTY PARK; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

CURRENT STATUS:

Georgetown County, South Carolina, a political subdivision of the State of South Carolina, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended to encourage investment in the State by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State by accepting certain payments in lieu of ad valorem taxes with respect to such investment.

POINTS TO CONSIDER:

A company known for the time being as "Project Sand" is considering new or additional investment in real property, improvements, and/or personal property located in the County, provided that the County enters into certain fee-in-lieu of tax arrangements with the Company.

In connection with the Project, the Company has requested that the County enter into an agreement to establish: (i) the intention of the Company to make an investment in economic development property of approximately Forty Million Dollars (\$40,000,000.00), but in any event not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00); and (ii) in consideration for such investment in economic development property, the binding agreement of the County to provide fee-in-lieu of tax incentives to the Company as set forth more fully in such agreement.

The Company has informed the County that they intend to make or cause to be made new, taxable investments eligible for FILOT incentives under the Act, consisting of real and personal property related to the Project in the County of at least the minimum investment as defined in the Act over the first thirty (30) years of the Project, and the County intends to commit itself to entering into a fee-in-lieu of tax agreement with the Company under the Act so that the Company may qualify the Project for benefits under the Act.

The adoption of Resolution No. 2018-22 is an official action by County Council to identify, reflect and induce the Project under the Act. For purposes of the Act, this Resolution is an "Inducement Resolution." For purposes of Section 12-44-110 of the Act, this Resolution constitutes preliminary approval by the County prior to the execution of a fee agreement.

FINANCIAL IMPACT:

The County commits to enter into a negotiated FILOT arrangement with the Company for the Project, the terms of which shall be set forth in a Fee Agreement with the Company in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. an investment period of ten (10) years (the "Investment Period"); and
- b. the Company's commitment to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the Project, not later than the end of the Investment Period;
- c. calculation of FILOT payments using an assessment ratio of six percent (6%) and a fixed millage rate for the entire term of the Fee Agreement; and
- d. a term of thirty (30) years for the Fee Agreement.

OPTIONS:

1. Adopt Resolution No. 2018-22 resolving Georgetown County's commitment to enter into a Fee In Lieu of Tax Agreement with a company identified for the time being as "Project Sand".
2. Do not adopt Resolution No. 2018-22.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Resolution No. 2018-22 resolving Georgetown County's commitment to enter into a Fee In Lieu of Tax Agreement with a company identified for the time being as "Project Sand".

ATTACHMENTS:

Description	Type
□ Resolution No. 2018-22 Inducement Agreement with "Project Sand"	Resolution Letter

INDUCEMENT RESOLUTION

TO STATE THE COMMITMENT OF GEORGETOWN COUNTY TO ENTER INTO A FEE AGREEMENT WITH A COMPANY KNOWN FOR THE TIME BEING AS “PROJECT SAND” AND/OR ITS DESIGNEES OR NOMINEES; TO PROVIDE THE GENERAL TERMS OF THE FEE AGREEMENT; TO IDENTIFY THE PROJECTS FOR PURPOSES OF THE FEE IN LIEU OF TAX SIMPLIFICATION ACT; TO AUTHORIZE THE PROVISION OF SPECIAL SOURCE CREDITS AGAINST PAYMENTS IN LIEU OF TAXES; TO STATE THE COMMITMENT OF GEORGETOWN COUNTY TO PLACE SUBJECT PROPERTY IN A MULTI-COUNTY PARK; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Georgetown County, South Carolina (the “County”), a political subdivision of the State of South Carolina (the “State”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the “Act”) to encourage investment in the State by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State by accepting certain payments in lieu of ad valorem taxes with respect to such investment;

WHEREAS, a company known for the time being as “Project Sand” (the “Company”) is considering new or additional investment in real property, improvements, and/or personal property located in the County (collectively, the “Project”), provided that the County enters into certain fee-in-lieu of tax arrangements with the Company, as set forth herein;

WHEREAS, in connection with the Project, the Company has requested that the County enter into an agreement to establish: (i) the intention of the Company to make an investment in economic development property of approximately Forty Million Dollars (\$40,000,000.00), but in any event not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00); and (ii) in consideration for such investment in economic development property, the binding agreement of the County to provide fee-in-lieu of tax (“FILOT”) incentives to the Company as set forth more fully in such agreement; and

WHEREAS, the Company has informed the County that they intend to make or cause to be made new, taxable investments eligible for FILOT incentives under the Act, consisting of real and personal property related to the Project in the County of at least the minimum investment as defined in the Act over the first thirty (30) years of the Project, and the County intends to commit itself to entering into a fee-in-lieu of tax agreement with the Company under the Act so that the Company may qualify the Project for benefits under the Act.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Georgetown County, South Carolina:

Section 1. The adoption of this Resolution is an official action by the County Council to identify, reflect and induce the Project under the Act. For purposes of the Act, this Resolution is an “Inducement Resolution.” For purposes of Section 12-44-110 of the Act, this Resolution constitutes preliminary approval by the County prior to the execution of a fee agreement.

Section 2. The County commits to enter into a negotiated FILOT arrangement with the Company for the Project, the terms of which shall be set forth in a Fee Agreement with the Company (the “Fee Agreement”) in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. an investment period of ten (10) years (the “Investment Period”); and
- b. the Company’s commitment to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the Project, not later than the end of the Investment Period;
- c. calculation of FILOT payments using an assessment ratio of six percent (6%) and a fixed millage rate for the entire term of the Fee Agreement; and
- d. a term of thirty (30) years for the Fee Agreement.

Section 3. The County Council hereby authorizes a special source credit against FILOT payments pursuant to S.C. Code Section 4-1-175 to be made during the term of the above-referenced Fee Agreement, in the amount of twenty percent (20%) of FILOT payments for ten (10) years, with higher special source credits available if the Company reaches additional investment milestones, in each case pursuant to terms and conditions satisfactory to the County and the Company.

Section 4. Based upon information provided by and the representations of the Company, County Council finds that: (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 4. County Council commits to use commercially reasonable efforts to designate the land on which the Project is located as a multi-county park, if not currently designated, pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution and to maintain the multi-county park designation for a period not less than the term of the Fee Agreement provided for in Section 2 of this Resolution. County Council’s commitment to place the Project land in a multi-county park is subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

Section 5. County Council shall approve the Fee Agreement, and any other agreement or document contemplated by this Resolution, in accordance with South Carolina law and the rules and procedures of the Council.

Section 6. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

Section 7. This Resolution takes effect upon its adoption.

[Signature Page to Follow]

Adopted this _____ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Johnny Morant, Chair of County Council

[SEAL]

ATTEST:

By: _____
Theresa Floyd, Clerk to County Council

Item Number: 10.a
Meeting Date: 7/24/2018
Item Type: THIRD READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-18 - An Ordinance to amend Ordinance No. 2006-100 (as amended) previously adopted by Georgetown County Council to establish a uniform service charge for motorized vehicle users of the county roads of Georgetown County, South Carolina.

CURRENT STATUS:

Pending approval

POINTS TO CONSIDER:

The proposed amendment of Ordinance No. 2018-18 will allow the proceeds of collected road user fees to be utilized for regional transportation associations servicing Georgetown County, as provided by S.C. Code of Laws (as amended) 58-25-20, et seq.

OPTIONS:

1. Approval of Ordinance No. 2018-18.
2. Deny approval of Ordinance No. 2018-18.

STAFF RECOMMENDATIONS:

Recommendation for approval of Ordinance No. 2018-18.

NOTE: A motion to amend will be required at 3rd reading to incorporate revised text.

ATTACHMENTS:

Description	Type
Ordinance No. 2018-18 - An amendment to Ord. 2006-100 to Establish Uniform Service Charge	Ordinance

STATE OF SOUTH CAROLINA

ORDINANCE #2018-18

COUNTY OF GEORGETOWN

AN ORDINANCE TO AMEND ORDINANCE NO. 2006-100 (AS AMENDED) PREVIOUSLY ADOPTED BY THE GEORGETOWN COUNTY COUNCIL TO ESTABLISH A UNIFORM SERVICE CHARGE FOR MOTORIZED VEHICLE USERS OF THE COUNTY ROADS OF GEORGETOWN COUNTY, SOUTH CAROLINA

WHEREAS, on June 26, 2001, Georgetown County Council adopted Ordinance 2001-16 to establish a Uniform Service charge for Motorized Vehicle Users in Georgetown County, South Carolina; and

WHEREAS, on April 8, 2003, Georgetown County Council adopted Ordinance 2003-11 amending the same; and

WHEREAS, Georgetown County Council has after extensive study and consideration determined that it is in the best interest of the citizens and taxpayers of Georgetown County, South Carolina, that Ordinances #2001-16 and #2003-11 should be repealed, and replaced by Ordinance #2006-100, as amended, which shall become the Road User Fee Ordinance for Georgetown County, South Carolina;

NOW, THEREFORE, IT IS RESOLVED AND ORDAINED AS FOLLOWS:

FINDINGS OF FACT:

1. There are currently in excess of two hundred seventy-seven (277) miles of dirt and gravel roads within Georgetown County, South Carolina.
2. The cost of maintaining roads is escalating at an ever accelerating rate and all funds available must be used to maintain the system in its present condition. Funds are extremely limited to implement improvements in the system.
3. The South Carolina Department of Transportation is accepting fewer roads into the State highway system.
4. The annual appropriation of "C" funds from the Department of Transportation is insufficient to impact the number of roads within Georgetown County that require improvement up to State standards.
5. The State of South Carolina has for many years, through the Department of Transportation, charged motorized vehicular users fees for the use of the State highway system through the provisions of Chapter 3 of Title 56 of the South Carolina Code of Laws.

6. Dirt and gravel roads within Georgetown County total in excess of eighty-two (82%) percent serving primarily residential areas. The roads are not conditioned or located for interstate or inter-county traffic. As a result, virtually all the motorized vehicular users of the roads within Georgetown County are motorized vehicles licensed in Georgetown County.
7. Roads within Georgetown County are used by pedestrians, bicyclists, equestrians and other non-motorized vehicular users. However, motorized vehicular traffic constitutes the overwhelming majority of the use of the road system. Furthermore, motorized vehicular traffic causes practically 100% of all the wear and tear on the County road system.
8. The road system within Georgetown County must be maintained and improved to a much better condition to accommodate motorized vehicular traffic, and rapidly increasing volumes of traffic throughout Georgetown County, especially on major roads and thoroughfares.
9. Georgetown County Council has authorized the development of a Transportation Master Study for Georgetown County in order to identify potential corrective action to address specific needs including, but not limited to congestion on major road thoroughfares, such as US Highway 17, as well as drainage and right-of-way issues.
10. Improvements of the road system within Georgetown County bestows a specific benefit on motorized vehicular users not enjoyed by the non-owning members of the general public by reason of the above.
11. The use of general tax revenues to construct and maintain roads within Georgetown County has resulted in placing on property owners, including non-residents, non-users, and non-owners, the entire cost of maintaining roads through ad valorem property taxes on all taxable property in the County.
12. Counties are specifically mandated “to assess...uniform service charges...and make appropriations for...roads...”by ‘4-9-30(5) of the South Carolina Code of Laws, 1976, as amended (“The Home Rule Act”).
13. The health, order, general welfare, and convenience of the County will be served by the enactment of this ordinance.
14. Certain classes of automobile owners should be exempted from the provisions of this ordinance. County Council determines that the exemptions from ad valorem taxes provided for by 12-37-220S.C. Code Ann. (1990 Com. Supp.) should apply to the road user fee required to be paid by this ordinance.

In order to implement the legislative intent of Georgetown County Council based on the above findings of fact, it is ordained as follows:

- a. The owners of every vehicle, except duly licensed and registered mobile homes, required to be registered and licensed in Georgetown County by the South Carolina Department of Transportation, shall pay annually to the Georgetown County Treasurer, a road user fee of Fifty and 00/100 (\$50.00) Dollars on each such vehicle.
- b. The Georgetown County Treasurer shall collect the road user fee in such manner and method as the Treasurer deems most efficient and fair.
- c. The proceeds from the collection of such fees shall be deposited in a fund to be administered by the Georgetown County Administrator, who shall maintain a separate accounting of funds collected. The proceeds of such fund, together with any investment income earned thereon, must be used solely and exclusively for the construction and improvement of roads within Georgetown County, related drainage, parking lots including other related needs required for the general public's access to publicly owned facilities, or the regional transportation association servicing Georgetown County as provided by S.C. Code of Laws (as amended) 58-25-20, et seq. Funds not used in any fiscal year shall be carried forward and used in subsequent years in the same manner as outlined above. Nothing shall preclude funds being used for multiple projects simultaneously so long as the subject project falls under an allowable use listed herein. d. Funds derived from the road user fee shall be used exclusively for improving roads and streets, which are not a part of the State or Federal road system, except as may be coordinated in conjunction with the use of other State or Federal funds, upon specific approval of County Council.
- e. Penalties for nonpayment:
 1. In the event an individual does not pay the fifty (\$50.00) dollar road improvement and maintenance fee at the time designated by the County Treasurer, a penalty of ten (\$10.00) dollars each day the road maintenance fee is unpaid shall be levied against such individual. Each day which a violation occurs shall be deemed a separate and distinct offense.
 2. The penalty shall apply to each vehicle fee that is unpaid.
 3. If the road user fee and penalties are not paid after the expiration of Sixty (60) days from the due date of the user fee, the fees and penalties may be enforced by judgment and attachment or such other means provided for under the laws of the State of South Carolina. Nothing in this section shall be construed as a limit on the time for the bringing of an action to collect such fees and penalties. In addition to the penalties provided herein, the County may recover reasonable attorney's fees and other expenses of litigation or collection.
- f. Criminal Penalties:

1. In the event an individual does not pay the fifty (\$50.00) dollar road user fee and operates his vehicle on any road within Georgetown County, the individual shall pay a fine of up to Two Hundred (\$200.00) Dollars and/or serve a sentence of Thirty (30) days in jail, which offense shall be tried in Magistrate's Court.
- g. Exemptions:
 1. The owner of any vehicle that would be exempt from ad valorem taxes pursuant to §12-37-220 S.C. Code Ann.(1990 Cum. Supp.) shall be exempt from the provisions of this ordinance.

Should a court of competent jurisdiction declare any word, phrase, clause or provision of this ordinance invalid or unconstitutional, 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 _____, 2018.

Johnny Morant
Chairman, Georgetown County Council

[SEAL]

Attest:

Theresa E. Floyd
Clerk to Council

This Ordinance No. 2018-18, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading:
Second Reading:
Third Reading:

Item Number: 11.a

Meeting Date: 7/24/2018

Item Type: SECOND READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Recreation & Community Services

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-17 - An Ordinance to amend Ordinance No. 2000-23 pertaining to traffic on Sidewalks and Bike Paths in Georgetown County - Recommendation to table.

CURRENT STATUS:

Ordinance was introduced for first reading by title only on May 22, 2018.

POINTS TO CONSIDER:

Currently motorized vehicles are prohibited on public sidewalks and bike paths throughout Georgetown County in accordance with Ordinance No. 2000-23.

FINANCIAL IMPACT:

None known.

OPTIONS:

1. Approve amendment of Ordinance 2000-23 pertaining to vehicular traffic on sidewalks and bike paths.
2. Do not amend Ordinance No. 2000-23, and take action to table Ordinance No. 2018-17.

STAFF RECOMMENDATIONS:

Recommendation is to table Ordinance No. 2018-17.

Item Number: 12.a
Meeting Date: 7/24/2018
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-19 - To rezone approximately 7.55 acres located on Pond Road from Forest Agriculture (FA) to 10,000 Square Feet Residential (R-10)

On March 23, 2018, Felix Pitts with G-3 Engineering, acting as agent for Diggin It, LLC, filed a request to rezone 7.55 acres located on Pond Road in Murrells Inlet from FA (Forest & Agriculture) to R-10 (10,000 Square Feet Residential) to allow for a single-family residential development. TMS 41-0402-025-00-00. Case Number REZ 4-18-20364.

CURRENT STATUS:

The parcel is currently zoned FA and is undeveloped.

POINTS TO CONSIDER:

1. The parcel proposed for rezoning is bordered by vacant property to the west and three single family tracts to the east. The Prince Creek Planned Development borders the tract to the north and the Wachesaw East Planned Development is located across Pond Road from the tract. Lakeshore, a 68 lot single family subdivision is located approximately 300 feet east of the tract. Land uses in the immediate area are single family residences and mobile homes.
2. Several residential developments lie within less than a half mile of the tract. The Hawks Nest Planned Development is located near the intersection of Journeys End Road and Pond Road is based on a MR-10 Zoning District. Prince Creek and Wachesaw East have a variety of lot sizes ranging from 7000-10,000 square feet in the area surrounding the parcel in question.
3. Spot zoning is not an issue due to the size of the parcel.
4. The parcel has its only frontage on Pond Road. Pond Road is a county-maintained two lane road that extends from Journeys End Road eastward to Old Kings Highway. Travelers on Pond Road can access Highway 17 from Journeys End and Wachesaw Road or Old Kings Highway. Pond Road contains a force main for sewer, and water service ends at the site.
5. The developer has indicated that 20 new single family lots may be created for the proposed subdivision. If more than 10 new lots are created the developer will be required to submit an application for a Major Subdivision which will require site approval by the Planning Commission.
6. The Georgetown County Future Land Use Map designates this area as medium density residential; therefore, supports this rezoning request.
7. Staff recommended approval for the proposed rezoning.
8. The Commission held a public hearing on this topic at their May 17th meeting. Residents from

several surrounding neighborhoods voiced opposition to the rezoning. The PC deferred the issue. The developer met with the Wachesaw Palms residents. The POA wrote a letter removing their objection. A second public hearing was held at the June 21st meeting. Several residents from the Linksbrook neighborhood spoke in opposition to the request citing concerns about traffic, flooding, wetlands and buffers. The developer of the adjacent Prince Creek community spoke in favor of the rezoning.

9. The Commission voted 6 to 1 to recommend approval for the proposed rezoning from FA to R-10.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
▣ Ordinance No. 2018-19 Rezoning Pond Road	Ordinance
▣ Pond Rd Rezoning Attachments	Backup Material
▣ Pond Rd Rezoning correspondence	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-19

AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBER 41-0402-025-00-00 LOCATED ON POND ROAD IN MURRELLS INLET FROM FOREST AGRICULTURE (FA) TO 10,000 SQUARE FEET RESIDENTIAL (R-10).

BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBER 41-0402-025-00-00, LOCATED ON POND ROAD IN MURRELLS INLET FROM FOREST AGRICULTURE (FA) TO 10,000 SQUARE FEET RESIDENTIAL (R-10) AS REFLECTED ON THE ATTACHED MAP.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

This Ordinance, No. 2018-19, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

PROPOSED ZONING AMENDMENT

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

THE APPLICANT IS REQUESTING: (Indicate one)

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

The following information must be provided for either request:

Property Information that you area requesting the change to:

Tax Map (TMS) Number: 41-0402-025-00-00

Street Address: Pond Road

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

Lot Dimensions/ Lot Area: 130' x 80' / 10,400

Plat Book / Page: 2407/173

Current Zoning Classification: FA

Proposed Zoning Classification: R10

Property Owner of Record:

Name: Diggin It, LLC

Address: 12282 Ocean Highway

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

Telephone/Fax Numbers: 843-267-9681

E-mail: chuckecox@gmail.com

Signature of Owner / Date:  3/23/18

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: G3 Engineering, LLC

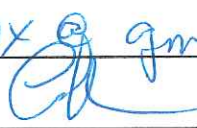
Address: 24 Commerce Drive

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

Telephone/Fax: 843-237-1001

E-mail: felix@g3engineering

Signature of Agent/ Date:  3/26/18

Signature of Property Owner: 

Contact Information:

Name: Felix Pitts

Address: 24 Commerce Drive, Pawleys Island, Sc 29585

Phone / E-mail: 843-237-1001

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.

Rezone FA to R10 with single family lots of 10,000 sq. ft

Please provide the following information for a Zoning Text Amendment.

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

2. Indicate the reasons for the proposed changes:

Fee required for all applications at the time of submittal:

Rezoning Applications	\$250.00
Text Amendments	\$250.00

Adjacent Property Owners Information required:

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

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

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

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

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

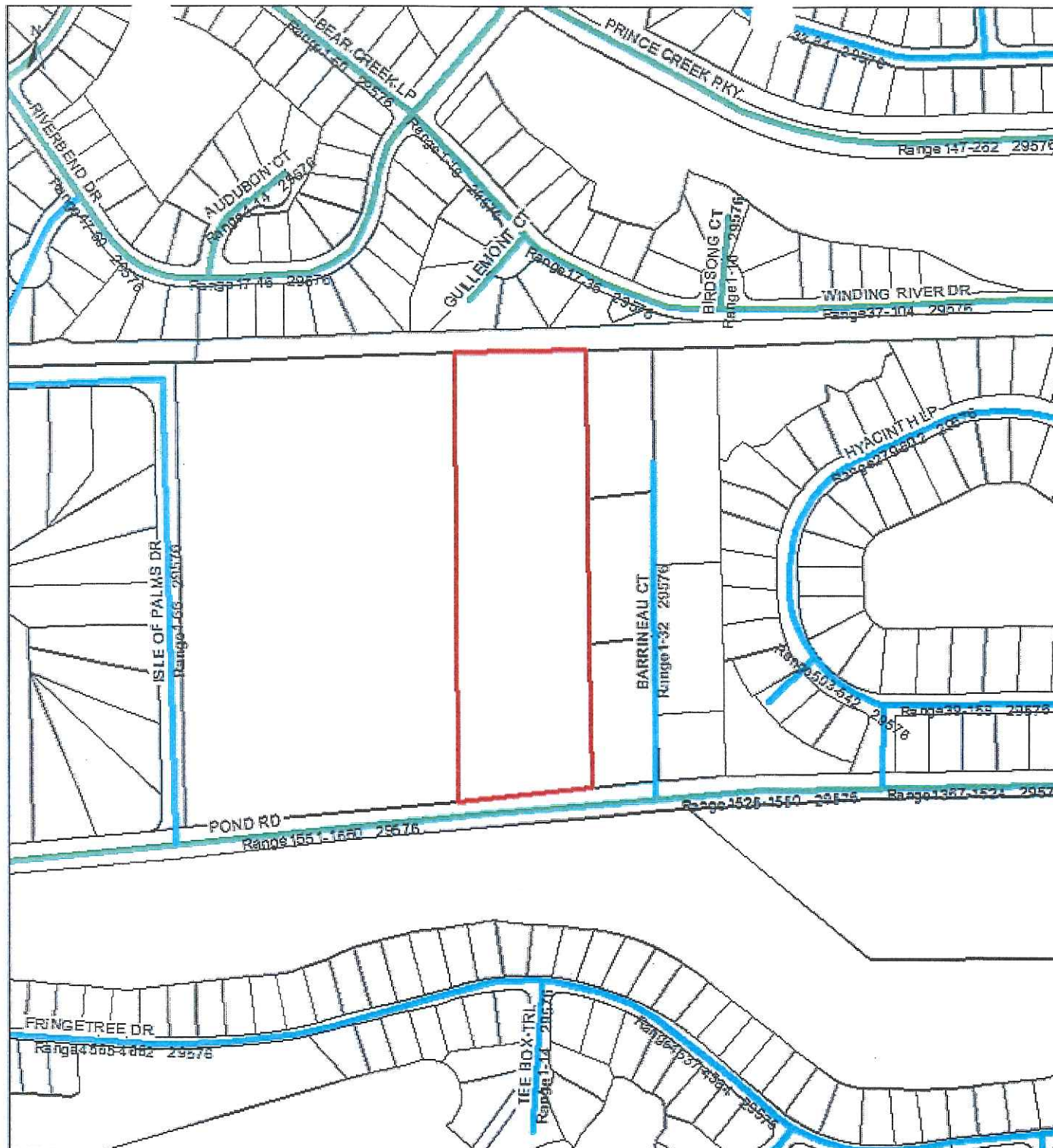
Site visits to the property, by County employees, are essential to process this application. The owner/applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.

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

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

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

Diggin It, LLC
Property Location Map
REZ 4-18-20364



Legend

Streets

— <all other values>

Maintained By

County

Private

State

Diggin It, LLC

Lot Lines

Railroads

Landmarks

Municipalities

0 112.5 225 450 675 900 Feet

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

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Diggin It, LLC Property FLU Map REZ 4-18-20364

Legend

Streets

— <all other values>

Maintained By

— County

— Private

— State

□ Diggin It, LLC

□ Lot Lines

— Railroads

◆ Landmarks

Future Landuse

FUTURE_LAN

□ CITY OF GEORGETOWN

□ COMMERCIAL

□ CONSERVATION PRESERVATION

□ EASEMENT

□ HIGH DENSITY RESIDENTIAL

□ INDUSTRIAL

□ LOW DENSITY RESIDENTIAL

□ MEDIUM DENSITY RESIDENTIAL

□ POND

□ PRIVATE RECREATIONAL

□ PUBLIC RECREATIONAL

□ PUBLIC/SEMI-PUBLIC

□ TOWN OF ANDREWS

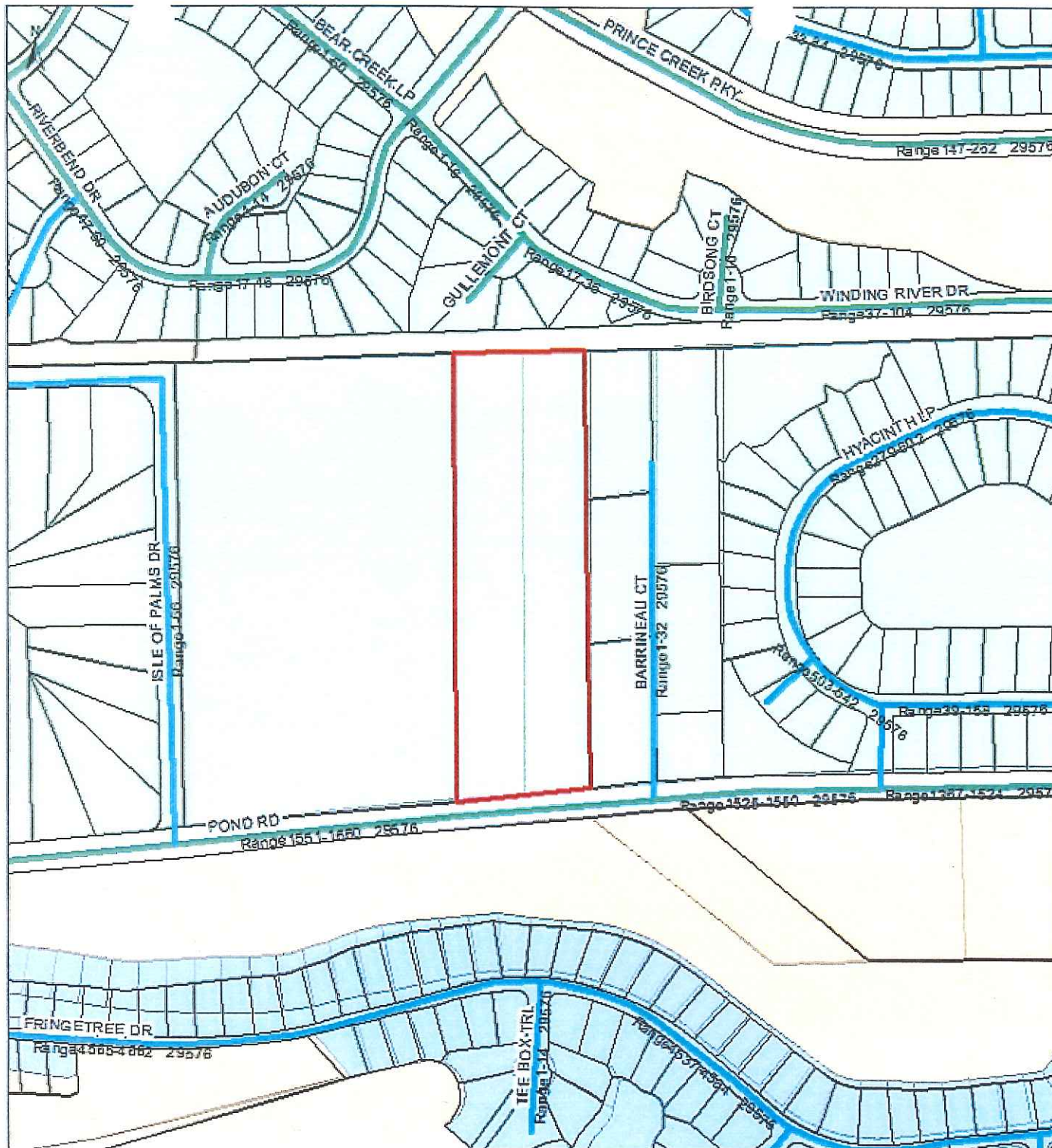
□ TOWN OF PI

□ TRANSITIONAL

Municipalities

0 112.5 225 450 675 900 Feet

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Diggin It, LLC
Property Aerial Map
REZ 4-18-20364

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Diggin It, LLC

□ Lot Lines

— Railroads

◆ Landmarks

sde.SDE.Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 112.5 225 450 675 900 Feet

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



Diggin It, LLC
Property Location Map
REZ 4-18-20364

SF

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Diggin It, LLC

□ Lot Lines

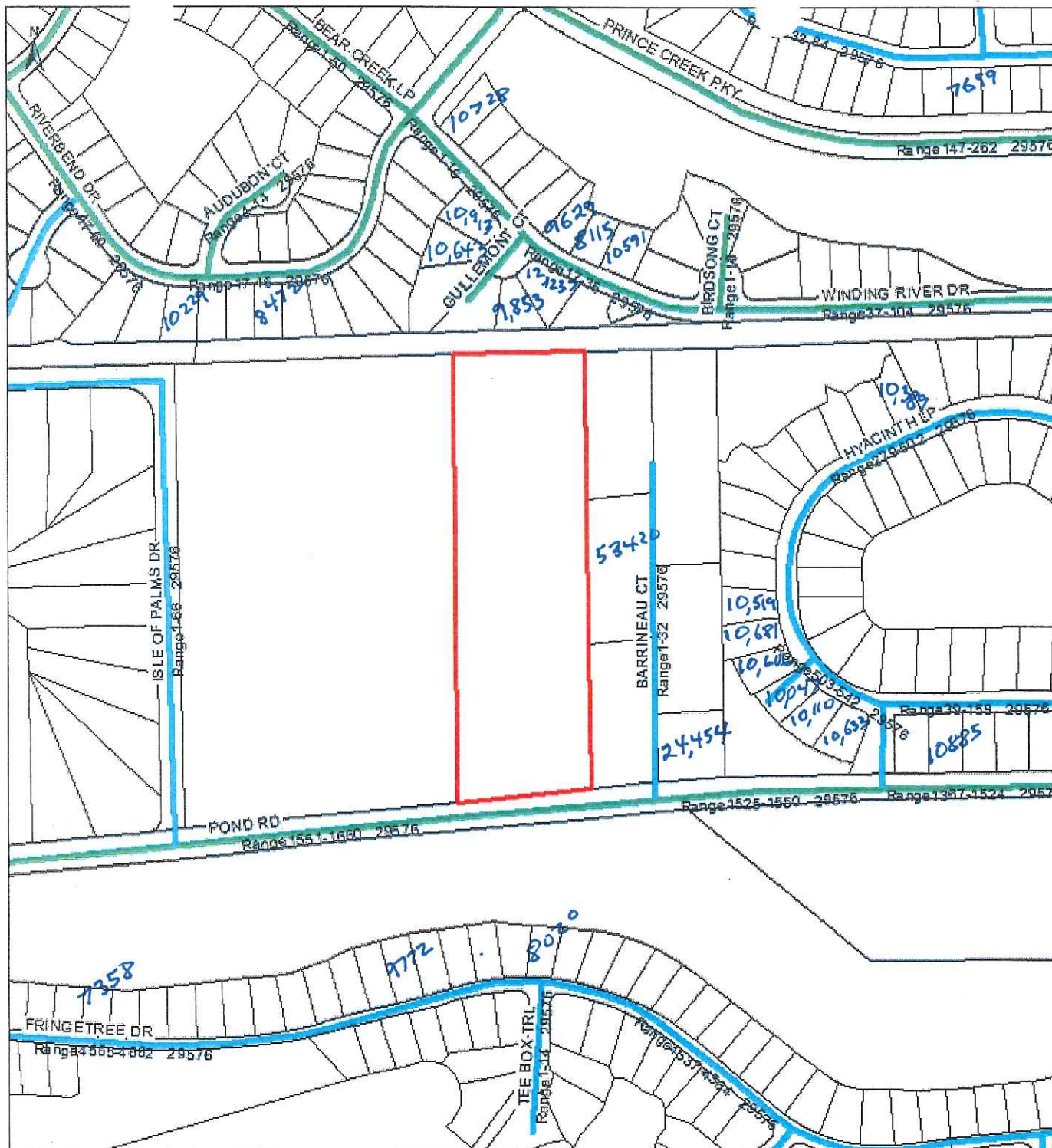
— Railroads

◆ Landmarks

— Municipalities

0 112.5 225 450 675 900 Feet

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





NOTICE OF PUBLIC HEARING

A request from Felix Pitts, as agent for Diggin It, LLC to rezone approximately 7.5 acres from Forest Agriculture (FA) to 10,000 Square Feet Residential (R-10). The property is located on Pond Road approximately 300 feet west of the Lakeshore Subdivision in Murrells Inlet. TMS# 41-0402-025-00-00. Case Number REZ 4-18-20364.

The Planning Commission will be reviewing this request on **Thursday, June 21, 2018 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 Box 421270

Georgetown, South Carolina 29440

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

TO: Georgetown County Planning Commission

FROM: Permanent Residents, Linksbrook, Murrells Inlet, SC 29576

REF: Case Number REZ 4-18-20364 [TMS# 41-0402-025-00-00]

DATE: 17 May 2018/ 21 June 2018

Dear Folks: As permanent residents of Murrells Inlet, located in this Georgetown County, we wish to express to you a protest against the rezoning of an FA ZONE to an R-10 ZONE. I have been notified by the planning commission of this request to change the FA zone for Digging It, LLC a 7.5 acre area, to R-10. Including an adjacent area known as 3A... Located in Murrells Inlet, SC with an engineered Drawing by Drew Hanna.

Our protest is regarding the following:

1. The area in question is already overcrowded with housing and development.
2. We need to keep open forested areas; there are too many houses in our area.
3. Additional housing will affect our infrastructure, roads, sewer, and electric.
4. The area acts as a water shed preventing or minimizing flooding from heavy rain.
5. Additional housing will place more strain on our potable water supply system.
6. The potable water supply pressure is already low. This may lower the pressure even more.
7. Will this proposed housing construction affect our ground water and create water pollution?
8. How will additional housing affect our FEMA flood zone?
9. Has an environmental impact study been conducted?
10. The area in question contains FORESTED WETLANDS. Has a permit been issued to build on the wetlands?
11. Has the pollution control act been addressed in reference to this zoning request?
12. Common sense should be applied to this zoning request---deny it as our area is overdeveloped.
13. Should the commission decide to over ride our protest and rezone the aforementioned parcel, we request consideration on the following:
 - A. All county, State and Federal rules, regulations and statutes regarding storm waters be followed.
 - B. Any connection for sewer from the parcel in question be connected on POND Road.
 - C. Any water connection for the parcel in question be connected on POND Road.
 - D. An additional buffer zone of 50 feet be created where the parcel joins Linksbrook.
 - E. The developer shall plant & maintain shrubs or bushes common to the area in the additional 50 foot buffer zone so as to create a living hedge or barrier.
 - F. The number of houses or buildings be reduced to 15.
 - G. The developer shall save from harm any trees protected by County or State law(s).
 - H. No construction shall be permitted until an approved environmental impact study is completed and open for public comment.

Respectfully submitted;

Fiocca ... 37 Riverbend Drive, MI, SC 29576
Richard Marzello ... 33 Riverbend Drive, MI, SC 29576
Michael Lutz ... 41 Riverbend Drive, MI, SC 29576
Dan Mauch ... 45 Riverbend Drive, MI, SC 29576
Mike Nicholson ... 39 Riverbend Drive, MI, SC 29576
Joe Richards ... 35 Riverbend Drive, MI, SC 29576

Respectfully

TIME RECEIVED
June 20, 2018 2:50:50 PM EDT

REMOTE CSID
8439792424

DURATION
35

PAGES
1

STATUS
Received

Jun.20.2018 01:25 PM Pawleys Eye Associates

8439792424

PAGE. 1/ 1

Wachesaw Palms Homeowners Association

Post Office Box 1002

Murrells Inlet, South Carolina 29576

June 20, 2018

Georgetown County Planning Commission

P.O. Box 421270

Georgetown, South Carolina 29440

RE: Case Number REZ 4-18-20364 TMS# 41-0402-02500-00

Dear Sir/Madame:

The Wachesaw Palms Homeowners Association, an association of twenty-one (21) property owners, collectively change our standing on the zoning change request, Case Number REZ 4-18-20364 TMS# 41-0402-02500-00 that is to be revisited by the Zoning Board on June 21, 2018:

The Wachesaw Palms HOA no longer opposes the rezoning.

The Wachesaw Palms HOA has recently met with the builder of the development, and he answered many questions in regard to the style of home and exterior building materials that will be used. The builder appears to have a conscientious eye on studies pertaining to wildlife, wet lands, and trees on the property and it will not be a "cookie cutter" development. The builder also agreed to keep our HOA up to date on information as the project proceeds.

The information shared by the builder leads The Wachesaw Palms HOA to believe this development would complement the surrounding neighborhoods and offer a fine neighborhood to the Murrells Inlet area.

Thank you,

Wachesaw Palms HOA

TIME RECEIVED
May 17, 2018 4:18:57 PM EDT

REMOTE CSID
8439792424

DURATION
55

PAGES
2

STATUS
Received

May.17.2018 02:54 PM Pawleys Eye Associates

8439792424

PAGE. 1/ 2

**Wachesaw Palms Homeowners Association
Post Office Box 1002
Murrells Inlet, South Carolina 29576**

May 16, 2018

Georgetown County Planning Commission
P.O. Box 421270
Georgetown, South Carolina 29440

Dear Sir/Madame:

The Wachesaw Palms Homeowners Association, an association of twenty-three (23) property owners, collectively **oppose** the zoning change request, **Case Number REZ 4-18-20364 TMS# 41-0402-02500-00** that is to be reviewed on May 17, 2018.

The residents of Wachesaw Palms, a neighborhood on Pond Road within 500 feet of said property that is the subject of this zoning case, **oppose** the requested zoning change because:

1. The density of homes per acre with an R-10 Zoning **would negatively effect** property values and quality of life for the surrounding established neighborhoods. On this tract of land, after allowing road and easement footage, this development would have Lots significantly smaller than the Lots in Lakeshore, Links Brook, Wachesaw East and our own Wachesaw Palms, all within 500 feet of said tract. **There is plenty of available housing in this area already.**

The Zoning Commission needs to consider our concerns of over-development leading to issues with:

- Infrastructure and roads
- Water, sewer and electric utilities
- Run-off, drainage, potential flooding
- Removal of trees and wet lands that benefit our environment
- Pollution affecting air, land and water, as well as noise
- Impact on our schools, which in turn impacts our property/resale value of homes

2. **Increased traffic** on Pond Road, a road with several sharp curves, will **adversely impact the safety of residents** that walk, run, bicycle, push infant children in baby strollers, walk dogs, etc. Additionally, for Homeowners directly on Pond Road the **noise from the increase in vehicles passing** will escalate.

As homeowners and residents of Wachesaw Palms and Murrells Inlet, we respectfully submit our opposition to this Zoning change in order to maintain the character, quality and property values of not only our neighborhood Wachesaw Palms, but other neighborhoods and private homes on Pond Road.

Regards,

Wachesaw Palms Homeowners Association

Holli Joyner
61 Isle of Palms Drive
Murrells Inlet, SC 29576

May 15, 2018

Georgetown County Planning Commission
P.O. Box 421270
Georgetown, SC 29440

RE: Case Number 4-18-20364 TMS# 41-0402-02500-00

Dear Zoning Commission Members:

We ask that you decline the Zoning change for the Case referenced above.

We do not want to see our property values decrease from over-development.
We do not want more traffic (and noise from that traffic) on Pond Road.
We do not want strain on our water, sewer and storm water drains.
We do not want over crowded schools from over-development.
We do not want wet lands and watershed areas to be disturbed for housing that is not needed.
We do not want development that could lead to flooding and drainage issues that currently do not exist.

The Pond Road area already has neighborhoods to fit most any home buyers needs. Please decline this zoning request. Do not turn Murrells Inlet into an over-developed area.

Respectfully submitted,

Holli Joyner

LES STORER, JR
31 Riverbend Drive, Murrells Inlet, SC 29576
Tel: 843-651-4539

May 4, 2018

Georgetown County Planning Commission
PO Box 421270
Georgetown, SC 29440

Re: Property Rezone Case REZ 4-18-20364

To Whom It May Concern:

When I moved here and purchased lot 28 in Linksbroom, Colony Section 1, I was informed that part of my property would intrude partly into the watershed, water/flood control, or whatever you want to call it, and that I could not do anything to that part of my property other than leave it natural. I did not mind the restriction because I was also told there would be no building behind our property because that land was also part of the watershed. Now the possibility of losing the natural nature behind us and the loss of privacy really irks me. In short, I bought my property because of the natural beauty and privacy. I do **not** want to see it developed.

If by chance the rezoning is approved, I have several questions regarding the rezoning of referenced case from Forest Agricultural (FA) to Residential (R-10):

1. To date, I have not experienced any flooding on my property since I purchased my home in 2005. Could this change if the rezoning to residential is approved?
2. I, and my neighbors, would like to know the results of the impact study to see if we could be subjected to increased flood risk.
3. Currently, no flood insurance is required for our property and although I do carry it at their lowest rating, I would like to know if FEMA will change our flood rating classification and cause a premium increase for the increased risk. Some of my neighbors do not carry flood insurance and would be upset if their mortgage company would now require them to carry it.
4. If the impact study appears to indicate there may be a increase in flood risk to our properties, will the developer be required to do whatever is necessary to eliminate the increased risk ?
5. If the rezoning is approved, could the restriction on my use of my property referenced above be removed?

I am nearly 80 years of age, have lived in different places and have seen what happens when rezoning starts. If the rezoning is approved, it's only a matter of time before the owner of the tract next to this one wants to rezone. That could make the flooding issues more important since those two parcels controlled flooding by being left natural.

Sincerely,



Leslie I. Storer, Jr.

Judy Blankenship

From: Wendy Traylor <wendy.traylor@campingworld.com>
Sent: Thursday, May 17, 2018 12:58 PM
To: Judy Blankenship
Cc: Tommy Traylor
Subject: Pond Road Rezoning

Ms. Blankenship,

My husband and I are home owners in Wachesaw Palms neighborhood right off Pond road. We have several concerns about the rezoning:

1. The building of a neighborhood with smaller houses and lots will negatively effect our property sales.
2. The land they want to develop is home to much wild life like deer, birds, turtles, rabbits and etc. Where are they to go if the land is developed?
3. The beautiful trees, natural flowers and ponds will be destroyed if this land is developed.
4. The traffic will increase tremendously and will effect the safety of the residents that walk and jog on Pond Rd.
5. If the property is developed who is going to pay for the drainage system? I think the developer should and not my tax dollars.
6. If the property is develop and they have to widen Pond Rd, who is going to pay for it? I think the develop should and not my tax dollars.

Please consider the long term effects this rezoning will have on many of us. I appreciate you listening to my concerns.

Thank you,

Wendy and Tommy Traylor

Sent from my iPhone

NOTE: The information in this email is confidential and may be legally privileged. If you are not the intended recipient, we request that you

(i) not read, use or disseminate the information, (ii) advise the sender immediately by reply email and (iii) delete this message and any attachments without retaining a copy. Although this email and any attachments are believed to be free of any virus or other defect that may affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by FreedomRoads, LLC or any of its affiliates for any loss or damage arising in any way from its use.

Tiffany Coleman

From: Ray Lilienthal <lilienthal.ray@gmail.com>
Sent: Wednesday, June 20, 2018 10:43 PM
To: Tiffany Coleman
Subject: Case Number REZ 4-18-20364

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

I just received a letter regarding the rezoning of the land behind my home. My wife and I currently live in Colorado. We purchased our home in Linksbrook in October of last year as a retirement home which we will permanently occupy this December. The deep woods behind our house was one of the biggest reasons we chose it after a long search. I am completely against the rezoning of that Forest Agriculture.

That pretty little forest was probably zoned that way as a buffer between neighborhoods. There are three existing neighborhoods surrounding that forest that enjoy the privacy and tranquility it provides. I think it's unfair to make those neighborhoods endure what will probably be two years of noise as they cut down trees and scatter wildlife followed by construction traffic and more noise just so a developer can make money.

There are currently over 600 homes for sale in Murrells Inlet and new construction is taking place in many areas around town. There is also lots of open space where they can build without disturbing existing neighborhoods. And I'm willing to bet that once the road is in place the other side of that forest parcel will be sold for more homes to be built.

Take it from someone who is currently experiencing urban sprawl in Denver, those forests that separate neighborhoods are invaluable. Please don't remove ours.

Ray Lilienthal

TO: Georgetown County Planning Commission

FROM: Permanent Residents, Linksbrook, Murrells Inlet, SC 29576

REF: Case Number REZ 4-18-20364 [TMS# 41-0402-025-00-00]

DATE: 17 May 2018/ 21 June 2018

Dear Folks: As permanent residents of Murrells Inlet, located in this Georgetown County, we wish to express to you a protest against the rezoning of an FA ZONE to an R-10 ZONE. I have been notified by the planning commission of this request to change the FA zone for Digging It, LLC a 7.5 acre area, to R-10. Including an adjacent area known as 3A... Located in Murrells Inlet, SC with an engineered Drawing by Drew Hanna.

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8. How will additional housing affect our FEMA flood zone?
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 - C. Any water connection for the parcel in question be connected on POND Road.
 - D. An additional buffer zone of 50 feet be created where the parcel joins Linksbrook.
 - E. The developer shall plant & maintain shrubs or bushes common to the area in the additional 50 foot buffer zone so as to create a living hedge or barrier.
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 - H. No construction shall be permitted until an approved environmental impact study is completed and open for public comment.

Respectfully submitted;

Fiocca ... 37 Riverbend Drive, MI, SC 29576
Richard Marzello ... 33 Riverbend Drive, MI, SC 29576
Michael Lutz ... 41 Riverbend Drive, MI, SC 29576
Dan Mauch ... 45 Riverbend Drive, MI, SC 29576
Mike Nicholson ... 39 Riverbend Drive, MI, SC 29576
Joe Richards ... 35 Riverbend Drive, MI, SC 29576

Richards

TIME RECEIVED
June 20, 2018 2:50:50 PM EDT

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Jun.20.2018 01:25 PM Pawleys Eye Associates

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PAGE. 1/ 1

Wachesaw Palms Homeowners Association

Post Office Box 1002

Murrells Inlet, South Carolina 29576

June 20, 2018

Georgetown County Planning Commission

P.O. Box 421270

Georgetown, South Carolina 29440

RE: Case Number REZ 4-18-20364 TMS# 41-0402-02500-00

Dear Sir/Madame:

The Wachesaw Palms Homeowners Association, an association of twenty-one (21) property owners, collectively change our standing on the zoning change request, Case Number REZ 4-18-20364 TMS# 41-0402-02500-00 that is to be revisited by the Zoning Board on June 21, 2018:

The Wachesaw Palms HOA no longer opposes the rezoning.

The Wachesaw Palms HOA has recently met with the builder of the development, and he answered many questions in regard to the style of home and exterior building materials that will be used. The builder appears to have a conscientious eye on studies pertaining to wildlife, wet lands, and trees on the property and it will not be a "cookie cutter" development. The builder also agreed to keep our HOA up to date on information as the project proceeds.

The information shared by the builder leads The Wachesaw Palms HOA to believe this development would complement the surrounding neighborhoods and offer a fine neighborhood to the Murrells Inlet area.

Thank you,

Wachesaw Palms HOA

Item Number: 12.b
Meeting Date: 7/24/2018
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-20 - To amend Article III Definitions, Article XIII Tree Regulations, Article XIX Establishment of Overlay Zones and Article XX Requirements by Overlay Zone all dealing with tree regulations.

A request to amend the regulations found in the Zoning Ordinance regarding trees. This includes Article III Definitions, Article XIII Tree Regulations, Article XIX Establishment of Overlay Zones and Article XX Requirements by Overlay Zone.

CURRENT STATUS:

The tree regulations were last amended in 2010. Council recently asked the Planning Commission to address tree regulations and provide an amended ordinance.

POINTS TO CONSIDER:

1. Recent clear cutting and mass grading of residential subdivisions on the Waccamaw Neck have led to many expressions of concerns from citizens.
2. Staff has reviewed the existing ordinance and developed changes that would enhance tree protection in the County. The following are major changes to the ordinance:
 - Mass grading is defined and addressed. This technique has been utilized by most of the recent subdivisions. Even if a tree is shown to be protected, installing several feet of fill material around the tree will result in damage or death of the tree. The proposed ordinance requires that tree wells and other means be installed that protect the tree from damage caused by fill material.
 - Additional language has been added that addresses the loss of trees as a result of installing storm water infrastructure.
 - Since the development characteristics of the County are extremely different between the rural area and the Waccamaw Neck, two overlay zones are proposed that address tree protection in different manners.
 - The term "Grand Tree" has been defined as a protected tree of at least thirty (30) inches DBH.
 - Occupied single family lots in the rural overlay are still exempt from the tree regulations. In the urban overlay (Waccamaw Neck), Grand trees are protected on occupied single family lots. In order to remove a Grand tree on an occupied residential lot in the urban area, a variance must be obtained from the Zoning Board of Appeals.
 - A tree protection area has been defined that prevents harm to the tree by prohibiting certain root disturbing activities in the root area.
 - Protected trees in a wetland that require a permit from the State or Army Corps of Engineers cannot be removed except where needed to install an access road, install a dock or deck, or install utilities. Where possible, utilities shall follow an access road to reduce the footprint in the wetlands. Essentially, this prevents a developer from removing protected trees in a wetland just to create an additional buildable lot.
 - As the County desires to promote mitigation when needed, the existing section has been modified to be more flexible.

- Tree removal permits will not be issued at the time a subdivision is approved and land clearing and grading begins. Most developers prefer to remove the trees at the beginning of the subdivision construction process as it only requires one mobilization. Staff has found that if tree removal permits are only issued on a lot by lot basis, when a building permit is sought, tree protection is greatly enhanced. An example of a subdivision where this practice was followed is the old Summergate, now Bridges at Litchfield subdivision. It is likely that tract builders and their representatives, in particular, will not be pleased with this requirement.
- Industrial sites have been specifically addressed. These sites may remove protected trees but not Grand trees without a permit. This does not exempt industrial sites from the tree replacement provisions or the landscaping/buffering requirements found elsewhere in the Ordinance.
- In the rural overlay zone, protected trees are specifically listed. In the urban overlay zone, protected trees are "all trees of at least ten (10) inches DBH, **except** for Palmetto, Bradford Pear, Pecan, Pine, Wax and Crepe Myrtle."
- In the enforcement section, Withholding Approvals and Stop Work Orders have been added as an enforcement mechanism.

3. Staff recommended approval of the attached amended Tree Regulations.

4. The Planning Commission held a public hearing on this issue at their June 21st, 2018 meeting. No one came forward to speak.

5. The Commission voted 7 to 0 to recommend approval for the attached ordinance.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
□ Ordinance No. 2018-20 Amendment to Tree Ord.	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-20

AN ORDINANCE TO AMEND ARTICLE III, DEFINITIONS, ARTICLE XIII, TREE REGULATIONS, ARTICLE XIX, ESTABLISHMENT OF OVERLAY ZONES AND ARTICLE XX, REQUIREMENTS BY OVERLAY ZONE OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA AS THE ORDINANCE ADDRESSES TREES

WHEREAS, GEORGETOWN COUNTY HAS RECOGNIZED THAT TREES PLAY A VITAL ROLE IN THE CONTINUATION OF A HEALTHY ENVIRONMENT BY REDUCING CARBON, REDUCING SOIL EROSION, IMPROVING THE AMOUNT AND QUALITY OF STORM WATER RUNOFF, REDUCES HEAT AND GLARE, REDUCES AIR POLLUTION, REDUCES NOISE, PROVIDES A HABITAT FOR WILDLIFE AND ENHANCES THE AESTHETICS OF A NEIGHBORHOOD, ALL OF WHICH BENEFITS ALL OF ITS CITIZENS, AND

WHEREAS, THE COUNTY RECOGNIZES THAT TREES ENHANCE PROPERTY VALUES, AND

WHEREAS, THE COUNTY IS GRANTED THE AUTHORITY TO ADOPT TREE REGULATIONS BY THE STATE OF SOUTH CAROLINA,

BE IT ORDAINED BY THE COUNTY COUNCIL OF GEORGETOWN COUNTY, SOUTH CAROLINA DULY ASSEMBLED THAT ARTICLE III, DEFINITIONS BE AMENDED BY ADDING THE FOLLOWING SECTIONS.

392.6.1 **Grading.** The work of ensuring a level base, or a specified slope, for construction work. Normally occurs after excavation, which does not materially change the elevation of the site.

392.6.11 **Mass Grading.** Grading of a site that moves land over a large area that includes multiple building sites as well as infrastructure sites. Normally it includes mass clearing of trees and other vegetation. This is the opposite of clearing and grading individual building sites in a subdivision when a building permit is requested.

392.6.2 **Grand Tree.** A protected tree of at least thirty (30) inches DBH.

392.10 **Protected Tree.** Any tree determined by Georgetown County to be of a high value because of its type, size, age or other professional criteria. The minimum DBH of

various species of tree used to determine “protected” status may be found in **Article XIII, Tree Regulations** of this ~~ordinance~~ **Appendix**.

392.161 Tree Protection Area. The area around the tree in which certain activities could result in damage or death to the tree. The area is equal in feet to the DBH of the tree. For example, a tree with a fifteen (15) inch DBH shall have a fifteen (15) foot tree protection area. In circumstances where the edge of the canopy extends further than the feet established by the DBH, the edge of the canopy shall establish the tree protection area.

BE IT FURTHER ORDAINED, THAT ARTICLE XIII, TREE REGULATIONS BE AMENDED TO READ AS FOLLOWS:

ARTICLE XIII

TREE REGULATIONS

1300. **INTENT.** It is the intent of this section to encourage the protection, and replacement of trees during and after development within certain zoning classifications. Benefits derived from tree protection, and replacement include: improved control of soil erosion, moderation of storm water runoff, and minimization of the cost of construction and maintenance of drainage systems; improved water quality **including carbon reduction**; interception of airborne particulate matter and the reduction of air pollutants; reduction of noise, heat and glare; enhancement of habitat for desirable wildlife; climate moderation; maintenance of aesthetic qualities provided by the natural environment and its scenic view sheds; provision of protective physical and psychological barriers between pedestrians and vehicular traffic; energy and water conservation; and the enhancement of real estate property values.

Due to the physical and developmental nature of the County, Article XIII, Tree Protection, is divided into two tree overlay districts, one being the more urban section known as the Waccamaw Neck and the western section of the County which is more rural. The regulations contained in this Article apply to all zoning districts within the two areas. The regulations in both overlays of the County are divided into three classifications: occupied single family residential requirements, unoccupied single family residential requirements and non single-family requirements. Refer to Article III for definitions for these classifications and other tree related definitions.

1301. GENERAL TREE REGULATIONS, COUNTY-WIDE

1301.1 Protected Trees In Georgetown County. This Section applies to all of Georgetown County, except where specific regulations are established for the two overlay zones. The regulations found in the overlay zones are in addition to the regulations found in this section. Protected trees for the two overlays are listed in the overlay sections. Article III. Definitions, Section 392, Tree, must be reviewed to fully understand the Georgetown County tree protection requirements.

1301.2 Tree permits. Tree removal permits for protected trees shall be required for all properties and shall be obtained from the office of the Zoning Administrator. A tree permit is **not** required for limb and root pruning of protected trees. ~~for all non-single-family parcels.~~ **However, negligent pruning of trees shall be considered a violation of this ordinance.** All pruning shall follow the latest version of the ANSI A300 standards.

1301.3 Prohibited Activities. In addition to the removal **or damage** of protected trees identified in this ordinance **without a permit**, the following activities are prohibited:

1301.3.1 Tree topping, unless such activity is taken as a result of a natural disaster.

1301.3.2 Removal of Waterway Trees. **Protected trees, or any tree in excess of ten (10) inches DBH** growing in waterways adjacent to residential or non-residential property and beyond certified property lines may not be removed unless the Zoning Administrator or **Planning Director** determines that no other way exists to install a permitted dock **or deck**. Such determination will be made in conjunction with DHEC-OCRM (Ocean and Coastal Resource Management) and the U.S. Army Corps of Engineers **if the activity is within their jurisdiction.**

1301.3.3 Relocation and Removal of Legacy Trees. Legacy trees shall not be removed or disturbed, except that Legacy trees with a minimum diameter under eight inches may be relocated with the approval of the sponsoring individual or organization. If a legacy tree is planted in a County park, the County reserves the right to remove or relocate such tree on County property.

1301.3.4 Removal of Grand Tree. **A Grand tree located in the Rural Area, except on occupied residential lots, shall not be removed or damaged without a permit from the Zoning Administrator or Planning Director. A Grand tree in the Waccamaw Neck Overlay shall not be removed unless a variance is granted by the Zoning Board of Appeals.**

1301.3.5 Removal of Trees in Wetlands. **No protected tree in a wetland that requires a permit from the State of Army Corps of Engineers shall be removed except where needed to provide an access road, install a dock or deck, or install utilities. Where possible, needed utilities shall follow an access crossing to reduce the footprint in the wetlands.**

1301.3.6 Tree Protection Areas. **Construction activities in the tree protection area such as parking, material storage, concrete washout and burning shall not be undertaken.**

1301.4 Permits and Process. When an application for a building permit, development permit or tree removal is submitted to the County, a tree plan shall be submitted to the Zoning Administrator. **If a site is very small and easily accessible, in lieu of a written**

tree plan the Planning Director or his or her designee may elect to visit the site to view the marked trees on the ground and determine their eligibility to be removed. No building, development or tree removal permit shall be issued until the tree plan has been reviewed by the Zoning Administrator or Planning Director who shall approve, approve conditionally or disapprove the plan. If the plan is disapproved or approved conditionally, the reasons for such action shall be stated in the writing and signed by the Zoning Administrator or Planning Director. The Zoning Department shall retain a copy of the justification for these actions, and a copy shall be given to the applicant. There is no fee for a tree removal permit.

1301.5 Landscaping and Buffering Requirements. Nothing in this Article shall negate compliance with Section 1103.4 (landscaping of parking lots) and Article XII (Buffer Requirements) of this Ordinance.

1301.6 Tree Plan Requirements. A tree plan, if required by the County, shall include the following elements:

1301.6.1 Location, DBH, species and total of all protected and Grand trees on site. Non-protected trees, such as pines, should not be shown on the plan;

1301.6.2 Designation of tree protection areas with identification of trees to be retained, and areas of tree replacement; notation of specifications for protection of trees to be retained during development; methods of tree protection for all tree protection areas, including tree fencing, erosion control, tree wells, retaining walls, terraces, tunneling for utilities, aeration systems, transplanting and staking;

1301.6.3 Indication of any protected trees to be removed by placing an obvious X within a circle over the tree to be removed.

1301.6.4 Limits of clearing and land disturbance such as grading, trenching, material storage, etc.; staging areas for parking, material storage, concrete washout, debris burn and burial holes;

1301.6.5 Proposed location of all underground utilities should be indicated. If an irrigation system is utilized, the location of the lines and heads must be shown.

1301.6.6 Storm water swales and ponds;

1301.6.7 The name, address and telephone number of the applicant.

1301.7 Platting of Subdivisions. Developers shall design a project so that buildable areas exist on lots to minimize the need for future homebuilders to remove Grand Trees to achieve reasonable use of a lot. The location of trees should be established before conceptual parcel lines are created so that parcels can be established around protected trees. The Planning Commission shall examine major subdivisions to assure compliance with this provision as well as ensure the minimization of the removal of other protected

trees on the tract. Planning Department staff shall review minor subdivisions to assure compliance with this provision. It is not the intent of this Section to indicate that only Grand trees are protected in new subdivisions. County staff or the Planning Commission shall work to save as many protected trees as possible.

1301.8. **Mass Grading of Property.** If fill material is applied to a site that covers the majority of the site, except the building pads and street system, protected trees must be preserved by use of tree wells that will prevent the added fill from eventually killing the tree. See Appendix A for an example of a tree well. Planning staff must approve the tree well design. A developer or his or her engineer may present an alternate means of saving the tree from the negative impacts of fill material. Such alternate must be approved by planning staff. In the event the site is excavated and the elevations decreased, tree protection measures such as terracing and retaining walls must be utilized.

1301.9. **Mitigation Policy.** Any protected tree removed without a permit authorization or that cannot be issued an after-the-fact permit or whose removal would have been denied by staff, must be replaced with three (3) trees each of three (3") inch caliper, and of a species categorized as Protected. If the Zoning Administrator determines that an act of clear-cutting of protected trees has occurred on site prior to issuance of a development permit, the property owner shall be required to replace the trees with protected tree species, at a rate of one (1) three (3) inch caliper tree per one thousand (1000) square feet of open space, excluding the approved building area, any pre-existing open water features and storm water retention/detention areas. If a developer significantly adds more trees than mitigation requires, the Planning Director may reduce or eliminate any fine associated with the relevant tree removal or damage activity. If any property is sold, subsequent to the act of clear-cutting by the previous owner, the new owner shall assume responsibility for mitigation and it will be his responsibility, if he so chooses, to seek redress and recover costs from the previous owner under whom the act occurred.

1301.10 **Maintenance of Trees.** Following development, the property owner shall be responsible for maintaining the trees that were saved and/or planted. (See ANSI 300 standards for additional information on remedial tree care.) If any of the trees become diseased or damaged, the property owner shall be responsible for replacing the trees immediately after their removal. The Zoning Administrator or a designee may inspect replacement trees after one year of installation and as needed to ensure the health of the trees. Additional replacement trees will be required if trees are deemed unhealthy at the time of inspection.

1301.10.1 As the trees within a development grow and mature, the Zoning Administrator or his or her designee may authorize removal of certain trees, which lack vigor or are diseased, in order to maintain the appearance and health of the remaining trees. If site conditions are conducive to replacing the removed trees, the Zoning Administrator or his or her designee may require tree replacement.

1301.11. Tree Protection Requirements. For Unoccupied Single-Family Lots and Non Single Family Lots. The following section applies to protected trees **as specified in the two overlay zones** on both unoccupied single family and non single-family parcels.

1301.11.1 Protected trees or stands of trees designated to be saved shall be protected from the following damages, which may occur during all phases of land disturbance and construction processes:

1301.11.1.1 direct physical root damage;

1301.11.1.2 indirect root damage; and

1301.11.1.3 trunk and crown disturbances.

1301.11.2 **Protective Barriers.** Prior to any land disturbance, suitable protective barriers shall be erected and maintained around all **protected** trees to be retained during development, so as to prevent damage. The Zoning Administrator or his or her designee shall be consulted regarding the specific type(s) of barrier(s) to be utilized and shall periodically visit the site during the construction stage to ensure compliance with all provisions of this Ordinance.

1301.11.2.1 Active protective tree fencing shall be installed along the outer edge of and completely surrounding the protected area as described in Section 1304.2.2.

1301.11.2.2 These fences shall be a minimum of 4 feet high, constructed in a post and rail configuration. ~~A 2-inch x 4-inch post and a double 1-inch x 4-inch rail is recommended.~~ A four-foot orange polyethylene laminar safety fence is also acceptable.

1301.11.2.3 Passive forms of tree protection may be utilized in any area not subject to land disturbance.

1301.11.2.4 These areas shall be completely surrounded with continuous rope or flagging (heavy mill, minimum 4" wide).

1301.11.2.5. There shall be no grading or paving with any impervious material within five (5) feet of the trunk of any retained tree (additional area may be specified by the Zoning Administrator if necessary to prevent injury to Protected trees). The required five (5) foot setback may be reduced by the Zoning Administrator, or his or her designee, for pedestrian or biking trails.

1301.11.2.6 All trees to be protected shall be protected from the sedimentation of erosion material.

1301.11.2.7 Silt screening shall be placed along the outer edge of tree protective zones at the land disturbance interface. The screening shall be backed by 12-gauge 2 inch x 4-inch wire mesh fencing in areas of steep slope.

1301.11.2.8 All tree fencing and erosion control barriers shall be installed prior to and maintained throughout the land disturbance process and building construction. ~~and shall not be removed until landscaping is installed~~

1301.11.3 **Encroachment Within Root Zone.** If encroachment is anticipated within the critical root zones of **protected** trees, the following preventive measures shall be employed, as required by the Zoning Administrator:

1301.11.3.1 Clearing activities: The removal of trees adjacent to tree protection areas can cause inadvertent damage to the roots of protected trees. Whenever possible, a minimum three (3') foot deep trench (~~e.g. with a "ditchwitch"~~) shall be cut along the limits of land disturbance, rather than tear the roots.

1301.11.3.2 Soil compaction: Where compaction might occur due to traffic or materials storage, the tree protection area shall first be mulched with a minimum 4 inch layer of processed pine bark or wood chips, or a 6 inch layer of pine straw.

1301.11.4 Utility installation: The installation of utilities through a tree protection area shall occur in a manner least detrimental to the existing protected trees. If roots must be cut, proper root pruning procedures shall be employed as required in ANSI A300 standards.

1301.11.5 **Grade Changes:** Protection from the potential damaging effects of grade changes shall be addressed. A decrease in grade shall be accompanied with the use of retaining walls or through terracing. An increase in grade shall be accommodated by use of tree wells or equivalent tree protection measures.

1301.11.6 Irreparable damage: Where the Zoning Administrator has determined that irreparable damage has occurred to trees within a tree protection area, removal or replacement of the trees shall be required. In addition, penalties as outlined in Section **1305** may be imposed.

~~1301.13 .~~ **Reclamation of Growing Site.** ~~The following methods of site reclamation may be utilized:~~

~~1301.13.1 Bringing the soil back to its natural grade by removal of any unnecessary fill, erosion, sedimentation, concrete washout, and construction debris.~~

~~1301.13.2 The aeration of compacted soils within the protected tree area as described in Section 1304.2.2.~~

~~1301.13.3 Improvement of soil with mineral supplementation.~~

~~1301.13.4 The spreading of mulch material, such as pine bark or wood chips spread a minimum of four (4") inches deep, within the protected tree area as described in Section 1304.4.2.~~

1301.12 **Tree Replacement.** Tree replacement, **including a written plan**, is required for non-single family uses including commercial, industrial, non-profit, public, and multi-family. **Single family lots whether occupied or unoccupied do not require tree replacement unless otherwise addressed in this Article. Protected trees removed without a permit will require compliance with Section 1301.9 Mitigation Policy.**

1301.12.1 **Tree Replacement Calculations.**

1301.12.1.1 If the existing, undeveloped site contains less than 1 tree per 1,000 SF of land, then the post development tree to open space ratio shall be equal to the pre-development tree to lot area ratio. If the existing, undeveloped site contains 1 tree per 1,000 SF of land or greater, then the post development tree to open space ratio shall be equal to 1 tree per 1,000 SF of open space.

1301.12.1.2 If one or more **Grand trees** ~~Protected trees of 30" DBH or greater~~ are removed from a site, then the post development tree to open space ratio must be two times the pre-development tree to lot area ratio not to exceed 1 tree per 1,000 SF of open space.

1301.12.1.3 In no case shall tree replacement be required to exceed the 1 tree per 1,000 SF of open space ratio.

1301.12.1.4 For purposes of this ordinance, open space shall be defined as the total lot area minus any wetlands, stormwater detention area, parking areas and building pads.

1301.12.1.5 The plan shall take into consideration the general landscape characteristics of the site, defined by the density of plant material in the immediate and surrounding areas, and any distinctive grouping of trees or other landscaping features. It shall contain a strategy for retaining those characteristics.

1301.12.1.6 If the existing, undeveloped site contains less than 1 tree per 1,000 SF of land, then the post development tree to open space ratio shall be equal to the pre-development tree to lot area ratio. If the existing, undeveloped site contains 1 tree per 1,000 SF.

1301.12.2 **Planting Requirements.** The applicant, while planting trees, shall consider the following:

1301.12.2.1 The spacing of replacement trees shall take into consideration the eventual size at maturity of selected species;

1301.12.2.2 Species selected for replacement shall be quality specimens 50% of which must be selected from the protected tree list **found in the Rural Overlay Zone regardless of which overlay the subject property is located, in accordance with the standards for selection of quality replacement stock and for transplanting.** ~~The remaining 50% of replacement trees must be of a species approved by the Zoning Administer~~ **or Planning Director or their designee.**

1301.12.2.3 All replacement trees shall be at least three inches caliper in size..

1301.12.2.4 Protected tree and stands of trees shall be replaced by species with potential for comparable size and growth; and

1301.12.2.5 Species replacement shall be subject to the approval of the Zoning Administrator, **Planning Director** or their designee.

1301.13. **Subdivisions.** Tree removal permits for future individual parcels in minor or major subdivisions will not be issued at the beginning stage of a subdivision. **TREE REMOVAL PERMITS MUST BE APPLIED FOR WHEN A BUILDING PERMIT IS SOUGHT FOR A PARTICULAR PARCEL, NOT AT THE BEGINNING STAGE OF A RESIDENTIAL SUBDIVISION.**

1301.14. **Industrial Property.** Industrially zoned or utilized properties shall not remove or harm any Grand tree without a tree removal permit from Georgetown County. Staff may issue a tree removal permit if the subject tree meets the factors outlined in Section 1302.2 of this Article or the footprint of the plant, street, storage, utility infrastructure or parking areas cannot be feasibly or safely constructed without the tree removal as determined by the Planning Director. Protected trees on industrially utilized property are exempt from this Article. Trees that serve as part of required buffers on industrial properties are not exempt.

1301.15 **Frontage**. For all parcels referenced which contain 100 feet of frontage or more on Highway 17 Bypass, Highway 17 Business, Highway 701, Highway 707 or Highway 521; where replacement trees are ~~being~~ required at least one of the required replacement trees must be planted for every 100 feet of highway frontage within twenty (20) feet of the front property line. Existing protected trees within twenty (20) feet of the front property line may count toward this requirement. Replacement trees shall not be planted as to eventually interfere with overhead utility lines. Parcels that contain overhead utilities along the front may locate the required replacement trees further back than twenty (20) feet if necessary in order to provide safe clearance from utility lines.

1302. RURAL AREA TREE OVERLAY REGULATIONS. The rural area is defined as all of Georgetown County not located on the Waccamaw Neck which is between the Horry County boundary, the Waccamaw River and the ocean. The following trees are protected in the rural overlay zone.

Live Oaks, Laurel Oaks	10"
All hickories, except Pecan and Pignut	10"
Red maple	10"
Bald Cypress	8"
Pond Cypress	8"
American Beech	10"
Southern Magnolia	10'
Yellow Poplar	10"
American Elm	10"
River birch	10"

1302.1 Occupied Single Family Residential Requirements. All occupied single family parcels as defined in Article III of this ordinance are exempt from both tree protection and tree replacement provisions found in this Article.

1302.2 Unoccupied Single Family Residential and Non-single family Requirements. Such lots or developments shall meet the general tree protection provisions found in Section 1301 of this ordinance. No protected tree (including Grand trees) shall be removed unless one or more of the following is determined. This section does not apply to residential tracts of land proposed for subdivision and prior to the installation of infrastructure. See Section 1301.7 Platting of Subdivisions for these requirements. See Section 1301.16 for regulations specific to industrial uses.

1302.2.1 The tree is dead or diseased.

1302.2.2 The tree is in such an advanced stage of decay it threatens life and/or property.

- 1302.2.3 The trunk of the tree is leaning over or towards a structure such that it threatens the structure if it fell.
 - 1302.2.4 The trunk of the subject tree is within eight (8) feet of a habitable or accessory structure.
 - 1302.2.5 The tree clearly blocks visibility from a vehicle leaving the premises.
 - 1302.2.6 The development of agricultural fields, pastures or animal enclosures for farming.
 - 1302.2.7 The protected tree is in the footprint of the planned habitable building pad. The county cannot require the planned habitable building to be decreased in size but can require the building pad to be shifted. This same provision applies to farming structures.
 - 1302.2.8 The protected tree is in the only feasible and safe location for a needed driveway.
 - 1302.2.9 This is not an exhaustive list.
 - 1302.2.10 The following are not reasons to approve the cutting of the trees referenced in this section. This is not an exhaustive list.
- 1302.10.1 The tree is dropping leaves or debris that has to be removed.
 - 1302.10.2 A swimming pool will be too close to such tree. This swimming pool provision relates to Grand trees, not protected trees.
 - 1302.10.3 A tree is too close to a driveway.

1302.3 **Prohibited Activities.** See Section 1301.3 of this Article.

1303. URBAN AREA (WACCAMAW NECK) TREE OVERLAY REGULATIONS.

1303.1 **Protected Trees.** All trees of at least ten (10) inches DBH, except for Palmetto, Bradford Pear, Pecan Trees, Pine Trees, Crepe Myrtles and Wax Myrtles are protected in this overlay.

1303.2 **Occupied Single Family Residential Requirements.** All occupied single family parcels as defined in Article III of this ordinance are exempt from both tree protection and tree replacement found in Section 1301 of this Article, except that no person shall cut or cause to be cut a Grand Tree without an approved tree removal permit from the County. Additionally, Section 1301.3.2, Removal of Waterway Trees shall be enforced.

1303.3 **Unoccupied Single Family Residential Requirements.** Protected trees as identified in Section 1303.1 shall not be removed without approval from the Zoning Administrator. The provisions found in Sections 1301 and 1302.2 of this ordinance shall

apply. Removal of protected trees is not permitted until a building permit is issued for the site.

1303.4 **Non-Single Family Requirements.** The following sections apply to non-single family parcels only. The term non-single family includes commercial uses as well as churches, public facilities and multi-family developments. This section does not apply to residential tracts of land proposed for subdivision and prior to the installation of infrastructure. See Section 1301.7 Platting of Subdivisions for these requirements. See Section 1301.16 for regulations specific to industrial uses.

1303.4.1 **Protected Trees.** Within the entire property, no protected, Legacy, replacement, or Grand tree shall be removed or cut unless the Zoning Administrator or Planning Director determines in writing by issuance of a permit that:

- 1303.4.1.1 The tree is hazardous, diseased or infectious.
- 1303.4.1.2 The removal of the tree is necessary to maintain the appearance, health or vigor of the remaining trees.
- 1303.4.1.3 No practical alternatives for the reasonable use of the property exist.
- 1303.4.1.4 The trunk is leaning over a principal structure or its roots are causing damage to the structure's foundation.
- 1303.4.1.5 In making a determination regarding reasonable use, the Zoning Administrator or Planning Director shall not require that any proposed building be reduced in size.
- 1303.4.1.6 This is not an exhaustive list.

1303.5 **Prohibited Activities.** See Section 1301.3 of this Article.

1303.6 **Tree Replacement.** See Section 1301.14 of this Article.

1304 **EXCEPTIONS TO ARTICLE XIII.** Exceptions to this Article are listed below.

1304.1 **Unhealthy Trees.** If any **protected** trees, **including Grand Trees**, are determined by the Zoning Administrator to be diseased, injured or located in a manner that endangers the public health, safety or welfare, the Zoning Administrator **or Planning Director** may authorize immediate removal. If a party requests the removal of a protected tree and claims it is diseased or unhealthy and the Zoning Administrator **or Planning Director** disagrees, the applicant may elect to solicit guidance from a tree professional. The applicant must pay any cost charged by the tree professional to provide the County **with** needed information.

1304.2 **Natural Disaster.** Immediately after the event of a natural disaster such as a tornado, hurricane, storm, flood, **or ice storm** which results in catastrophic loss or damage

to trees, lost or damaged trees may be removed without a permit. Replacement trees shall not be required. The County Administrator shall determine catastrophic loss or damage. Occupied or unoccupied commercial properties shall replace protected trees destroyed or removed as required in Section 1301.14, of this ordinance within two years of the event.

1304.3 **Utilities.** The ability of public utilities and electric suppliers to maintain safe clearances around **existing** utility lines shall not be affected by this ordinance. Tree-cutting not associated with the safety or proper operation of the utility falls under the provision of this ordinance. **Trees may be removed from existing ditches or stormwater infrastructure if they are impeding adequate operation of the system. Trees located along drainage swales may not be removed unless an engineer provides clear evidence that the stormwater system is measurably impacted by the tree. If the subject tree and swale are located in a County easement or are a part of a County approved stormwater system, this determination shall be made by the County Public Works Director who shall consult the Planning Director.**

1304.4 **Golf courses.** The removal or pruning of protected trees for the development and maintenance of golf courses excluding sites for clubhouses, sheds and other amenities shall not be affected by this ordinance.

1304.5 **Rights-of-way, easements and public utilities.** **Public** road rights-of-way except those relating to subdivisions referred to in Section 1301.7, easements for utilities and drainage, wells, lift stations and water storage tanks shall be exempt from this ordinance.

1304.6 **Farming.** All farming operations including tree farms for pulpwood, lumber, horticultural use and other tree products. This exception does not apply if the owner of a tract rezones the property to allow for farming activities and then converts said tract for residential, commercial or industrial development within a five year time period measured from the date of the rezoning. In this case, the property owner will be required to replant trees on the site based on the mitigation policy provided in Section 1301.9 of this ordinance.

1304.7 **Commercial Timbering Operations.** Legitimate commercial timber harvesting operations that follow industry best management practices as established by the South Carolina Forestry Commission are exempt from the provisions of this ordinance. Incidental deviation from a best management practice shall not result in the imposition of this ordinance on the commercial timber harvesting operation.

1304.8 **Shooting ranges.** **Trees located on County-permitted or grandfathered commercial outdoor shooting ranges that are located between the shooting stations and the targets are exempt from this ordinance.**

1305. ENFORCEMENT AND REMEDIES. Any person or entity who violates any provision of this Article shall have committed a misdemeanor. The Zoning Administrator or the Planning Director shall institute appropriate legal action.

1305.1 Fines. Tree Removal or topping in a manner not consistent with this ordinance or any standards referred to in this ordinance - \$500 per violation for each tree. **In the event a violator refuses to pay a fine, a summons will be issued to appear before the Magistrate for prosecution.**

1305.2 General Penalty. In addition to the above fines, violators shall be subject to all of the provisions established in Sec. 1-6. General Penalty; continuing violations, of the County Code of Ordinances. Issuance of a fine or penalty does not relieve any party of complying with the mitigation requirements set forth in this article. All monies collected as a result of the enforcement of this article will be placed in the Tree Fund and used by the County for the purpose of planting trees and installing landscaping in public areas.

1305.3. Withholding Approvals. The removal of any **protected** tree in violation of this article shall constitute grounds for withholding new building permits **or certificates of occupancy** directly related to said tree removal until the violation has been corrected, including the payment of all fines and the planting of all trees required as mitigation. **In the event replacement trees cannot be planted immediately due to the season, the County may accept a financial guarantee in the amount of the installed costs plus twenty five (25) percent.**

1305.4 Stop Work Orders. If a project is underway when a tree ordinance violation occurs, the Zoning Administrator or the Planning Director may elect to issue a stop work order either for a phase of the project or the entire project.

1305.5 Appeals. In the event an affected party disagrees with the Zoning Administrator or Planning Director on the interpretation of any provision in this Article, or seeks a variance to the requirements of the Article an appeal may be submitted to the Zoning Board of Appeals.

BE IT FURTHER ORDAINED, THAT ARTICLE XIX, SECTION 1900 ESTABLISHMENT OF OVERLAY ZONES, BE AMENDED TO READ AS FOLLOWS:

1900. Establishment of Overlay Zones. For the purpose of this Ordinance, portions of Georgetown County, as specified on the Official Zoning Map of Georgetown County, are hereby divided into the following Overlay Zones:

Commercial Corridor Overlay Zone	CCO
Airport Safety Overlay Zone	ASO
Highway 701 Corridor Overlay Zone	H701
Marshwalk Overlay Zone	MOZ
Rural Area Tree Overlay Zone	RAT
Urban Area Tree Overlay Zone	UAT

BE IT FURTHER ORDAINED, THAT ARTICLE XX, REQUIREMENTS BY OVERLAY ZONE BE AMENDED BY ADDING SECTION 2002. RURAL AREA TREE OVERLAY

ZONE AND SECTION 2003. URBAN AREA TREE OVERLAY ZONE TO READ AS FOLLOWS:

2003 Rural Area Tree Overlay Zone. See Article XIII, Tree Regulations, Section 1302 for regulations specific to this overlay zone.

2004 Urban Area Tree Overlay Zone. See Article XIII, Tree Regulations, Section 1303 for regulations specific to this overlay zone.

BE IT FURTHER ORDAINED, THAT APPENDIX A, BE AMENDED BY DELETING THE FOLLOWING TABLE FOR PROTECTED TREES:

~~PROTECTED TREES~~ *(Amended Ord. 2010-24)*

<u>Common Name</u>	<u>Min. Diameter</u>
All Oaks, except Turkey and Blackjack	8"
All Hickories, except Pecan and Pignut	8"
Red Maple	8"
Yellow poplar	8"
Baldcypress	8"
Pond Cypress	8"
American Beech	8"
Southern Magnolia	8"
American Elm	8"
River Birch	8"
Longleaf Pine *	12"

~~*See Section 1303.5~~

BE IT FURTHER ORDAINED, THAT APPENDIX A, BE AMENDED BY ADDING THE FOLLOWING ILLUSTRATION FOR A TREE WELL:



Source: National Institute of Home Building

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF _____, 2018.

Johnny Morant
Chairman, Georgetown County Council

(SEAL)

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.c
Meeting Date: 7/24/2018
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

ORDINANCE NO. 2018-21 - AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN A COMPANY KNOWN FOR THE TIME BEING AS "PROJECT SAND" (THE "COMPANY") AND GEORGETOWN COUNTY, WHEREBY GEORGETOWN COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF AD VALOREM TAXES; PROVIDING FOR THE PAYMENT OF SPECIAL SOURCE CREDITS AGAINST SUCH PAYMENTS IN LIEU OF AD VALOREM TAXES; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.

CURRENT STATUS:

First Reading by Title

POINTS TO CONSIDER:

Georgetown County, South Carolina desires to enter into a Fee-in-Lieu of Tax Agreement with a company known for the time being as "Project Sand", as the Company has expressed its intent to the County to make capital investment in Georgetown County.

Georgetown County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, to designate real and tangible personal property as "economic development property"; to enter into an arrangement which provides for payments-in-lieu of taxes for a project qualifying under the FILOT Act; and to permit investors to claim special source credits against their Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving Georgetown County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of Georgetown County.

Georgetown County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act, and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors.

The Company proposes to develop a facility in Georgetown County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property which the Company has represented will likely consist of a capital investment of at least Forty Million Dollars (\$40,000,000.00) in the County. The County has made specific proposals, including proposals to offer certain economic development incentives for the purpose of inducing the Company to invest funds to acquire and equip the Negotiated FILOT Project. It is in the public interest, for the public benefit and

in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Negotiated FILOT Project under the FILOT Act and the entire Negotiated FILOT Project under the MCIP Act for the Incentives.

FINANCIAL IMPACT:

Incentives are pursuant to the terms and conditions set forth in the FILOT Agreement.

OPTIONS:

1. Adopt Ordinance No. 2018-21 authorizing the execution and delivery of a Fee-In-Lieu of Tax Agreement by and between Georgetown County and a Company known for the time being as "Project Sand".

2. Do not adopt Ordinance No. 2018-21.

STAFF RECOMMENDATIONS:

Recommendation for the adoption of Ordinance No. 2018-21 authorizing the execution and delivery of a Fee-In-Lieu of Tax Agreement, offering certain economic development incentives, by and between Georgetown County and a Company known for the time being as "Project Sand".

Item Number: 12.d
Meeting Date: 7/24/2018
Item Type: FIRST READING OF ORDINANCES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Council

ISSUE UNDER CONSIDERATION:

Ordinance No. 2018-22 - An Ordinance Granting Permission for the organization Preserve Murrells Inlet to attach a Bronze Plaque to the Georgetown County Jetty View Walk in Furtherance of its Eleemosynary Mission

CURRENT STATUS:

First Reading by Title Only

Item Number: 15.b
Meeting Date: 7/24/2018
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

A request for site plan review of a 34 unit multi-family development located east of Bandage Court and west of Murrells Inlet Road in Murrells Inlet

A request from Felix Pitts of G3 Engineering as agent for Howard Dargan Group, LLC for site plan review of a 34 unit multifamily development located east of Bandage Court and west of Murrells Inlet Road in Murrells Inlet. TMS# 41-0113-010-00-00. Case Number MAJ 5-18-20602.

CURRENT STATUS:

The site contains approximately 5.02 acres and is zoned General Residential (GR).

POINTS TO CONSIDER:

1. The property is located east of Bandage Court and west of Murrells Inlet Road in Murrells Inlet. The site is bordered by the Crystal Oaks PD and the Wachesaw Professional Center PD to the south. The Waccamaw Medical Park PD is located to the west and General Residential is located to the north. Murrells Inlet Road is located to the east.
2. Single family and multifamily uses are both permitted in the General Residential Zoning District. Section 607.306 of the GR section requires a site plan review by the Planning Commission and County Council for all multi-family developments containing more than ten (10) dwelling units with a net density of five units or more per acre. Adjacent property owner notices were sent out and the property was advertised as required in this section of the ordinance. The review by the Planning Commission and County Council is limited to compliance with the land use regulations of the County as the use has already been properly designated by establishment of the zoning district.
3. The applicant is proposing to construct a total of seven 2-story multifamily buildings containing a total of 34 three bedroom units.
4. The maximum density allowed in the GR zoning district is based on both the number of bedrooms in each unit and the number of stories in each building. All buildings are proposed as two stories; therefore, 146,200 square feet is required for the 34 three-bedroom units. The tract contains a total of 5.02 acres or 218,842 square feet. After subtracting the 17,250 SF for the new road and 24,642 for the 24' drive area, the net lot area is 176,950 SF which is more than the required 146,200 SF. The number of units shown meets the minimum lot area per unit requirements. The total net density for the multi-family development is 8.40.
5. The proposed plan complies with the 30 foot front yard setback requirement for multifamily developments as well as the 10' side and 20' rear yard setback. All four buildings

will have a building separation of 20 feet. (The plan indicates a pervious/impervious ratio of 40.6%/59.4% which exceeds the 50%/50% requirement.)

6. The proposed plan does not indicate any wetlands.

7. The Zoning Ordinance requires two parking spaces for each three bedroom unit. Sixty-eight parking spaces are required; however, a total of 112 spaces are provided for the 34 units.

8. Section 1201.9 of the Zoning Ordinance requires buffers between differing land use types. Multi-family developments are required to install a Level 2 buffer against existing single family developments. A Level 2 buffer will be required along the southeastern property line adjacent to the Crystal Oaks Planned Development.

9. The plan shows a 15' easement for the proposed MI2020 multiuse bike path. This plan has been conceptually approved and portions of this path are currently under construction. The bike path will run from Macklen Avenue to Bandage Court directly adjacent to the proposed development.

10. The plan shows a proposed dumpster pad located at the end of the proposed driveway easement at the rear of the property.

11. The site contains protected trees. Staff has reviewed an initial tree removal plan; however, the applicant will need to submit a final tree removal and replacement plan once Stormwater and GCWSD have given their approvals.

12. The applicant will need to meet GC/MI Fire, Georgetown County Stormwater, Georgetown County Public Works and GCWSD requirements prior to obtaining final approval for this project. A letter from GCWSD is attached that states that public water and sewer is available to these properties and the district will own, operate and maintain all services in the road right of way. The engineer indicated that stormwater will be addressed by a series of catch basins, underground pipes, a retention pond and a stormwater outlet. The system will release treated stormwater utilizing a control structure from the proposed Pond to the existing adjacent pond. Post-development rates will not exceed the pre-development rates.

13. The proposed project is expected to generate 204 (34 units X 6 trips per day) ADT's per day, so a Traffic Impact Analysis was not required for this project.

14. Access for the development will be provided via a 50' right-of-way off of Murrells Inlet Road. Murrells Inlet Road is a 50' public right-of-way and is maintained by the State. The proposed new 50' right-of-way will be an all-weather surface and will require a street name. In addition, the applicant will need to obtain an encroachment permit from SCDOT for a curb cut off of Murrells Inlet Road. The applicant has no choice but to utilize Murrells Inlet Road as access to Bandage Court is a private road and is not available. The County cannot deny access to a parcel as that may result in a taking.

15. Signage has not yet been addressed. The Zoning Ordinance allows two signs with a total of 40 square feet for each development entrance. The height may not exceed 12 feet.

16. Staff has received comments regarding excessive parking on the shoulder of Murrells Inlet Road. Unfortunately, parking on the shoulder of the road is common on the Waccamaw Neck, particularly near the beach. If necessary, this issue should be addressed by other means such as “no parking” areas. The proposed project will not impact this issue.

17. The property is located in flood zone X.

18. Correspondence and staff responses are included regarding this project.

19. Staff recommended approval of the site plan with the following conditions:

- Approvals from GC/MI Fire, Georgetown County Stormwater, Georgetown County Public Works, GCWSD and SCDOT
- A tree removal and replacement plan will need to be submitted for review and approval.
- Approval of a street name for the proposed right of way

20. The Planning Commission held a public hearing on this issue at their June 21st, 2018 meeting. 10 adjacent property owners spoke against the site plan approval citing concerns about compatibility with the existing area, quality of life, traffic, including boat traffic, on Murrells Inlet Road, the location of a dumpster and a sewer pump station and buffers. The applicant responded to concerns and indicated that the developer would be willing to use roll-out carts in place of a dumpster and that no sewer pump station will be required for the development.

21. The Commission voted 6 to 1 to recommend approval for the site plan with the condition that the dumpster be removed and replaced with rollouts as stated by the applicant.

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Approve site plan as recommended by PC

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

Description	Type
MI Road tract report attachments	Backup Material



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

APPLICATION FOR MAJOR/MINOR SUBDIVISION

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

Name of Proposed Subdivision: Murrells Inlet Road Tract

Please check the appropriate box:

- ☒ Major subdivision: Ten or more lots. () Preliminary Plat
() Minor subdivision: Under ten lots. () Final Plat

Submittal Requirements for Major Developments:

1. Sketch Plan:

- **Boundary survey**

A surveyors certification indicating a lot of record

Lot of record include deed book and page number (s)

Resurvey include plat book and page number (s)

Scaled not less than 1" = 100'

Maximum size 24" x 36"

Location map

North arrow

Title block

Existing site data

Proposed site data to include tentative street and lot arrangements along with lot sizes and number of lots

2. Development Plat / Plan

- Six (6) large (24 x 36) and six (6) (11 x 17) small copies of scaled plat
- One (1) specified digital copy (PDF)
- Required supplemental materials
 - Approval Letters from Georgetown Water and Sewer, DHEC, Fire, and any other agencies necessary.
- Traffic impact analysis as required by Georgetown County Code Chapter 15, Article V.
- Grading Plan
- Site Data to include
 - Lot lines
 - Minimum building setback
 - Engineered preliminary plans
 - Indicate all easements and right-of-ways
 - Designated public areas
 - Location of soil bearings
 - Time schedule
- Supplemental Data
 - Draft of any restrictions
 - Cross section of all proposed streets
 - Full set of construction plans
 - Alterations of Conservation Preservation or Flood –Prone area

3. Final Plan / Plat: Everything listed above plus the following

- Radii, central angles, tangents, lengths of arcs and curvatures of all street lines
- Location of all existing and proposed street monuments
- Six (6) copies of scaled plat

Submittal Requirements for Minor Developments: Six (6) sets of plans

- Boundary survey
 - A surveyors certification indicating a lot of record
 - Lot of record include deed book and page number (s)
 - Resurvey include plat book and page number (s)
 - Scaled not less than 1" = 100'
 - Maximum size 24" x 36"
 - Location map
 - North arrow
 - Title block
 - Existing site data
 - Proposed site data to include tentative street and lot arrangements along with lot sizes and number of lots
- Site Data to include
 - Existing land uses
 - Current zoning classification
 - Owners names and tax map numbers of adjoining properties
 - Tract boundaries of the property being developed showing bearings and distances

Existing property lines, right-of-ways, easements, etc.
Existing municipal boundaries
Distances which accurately describe the location of the plat
Names, widths, and lines of all streets within or on the perimeter of
the development.
Indicate all easements and right-of-ways

TYPES OF UTILITIES PROPOSED:

- ☒ Public Water
- ☐ Public Sewer
- ☒ Sanitary Water
- ☐ Septic System

TYPE OF ACCESS ROAD:

- ☐ Proposed Private (Minor subdivisions only).
- ☐ Proposed County (Attach letter of acceptance or financial guarantee).
- ☐ Existing Road (s) (Circle the appropriate one).
County, State, Private.

Property Information:

TMS Number: 41-0113-010-00-00

Street Address: ~~Rosewood Drive~~ Murrells Inlet Rd. 48 5/1/18

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

Lot / Block / Number: N/A

Current Zoning Classification: GR

Existing Use: Undeveloped

Proposed Use: MF/SF

Property Owner of Record:

Name: Howard Dargan Group, LLC

Address: 9593 N. Kings Hwy

City/ State/ Zip Code: Myrtle Beach, SC 29572

Telephone/Fax: 843-902-9592

E-mail: bhoward322@aol.com

Signature of Owner / Date:  4-23-18

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

Agent of Owner:

Name: Felix Pitts, G3 Engineering, LLC

Address: P.O. Box 2666

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

Telephone/Fax: 843-237-1001

E-mail: Felix@G3Engineering.org

Signature of Agent/ Date:  4-24-18

Signature of Owner /Date:  4-23-18

Contact Information:

Name: Felix Pitts

Address: P.O. Box 2666, Pawleys Island, SC 29585

Phone / E-mail: 843-237-1001, Felix@G3Engineering.org

Fee Schedule:**Major Sub-division (11 lots or more)**

Preliminary Review (Residential)	Base: \$400.00 + \$10.00 per lot
Final Review (Residential)	Base: \$200.00 + \$10.00 per lot
Required Revision	Flat Fee: \$50.00

Preliminary Review (Commercial)	Base: \$400.00 + \$10.00 per acre
Final Review (Commercial)	Base: \$200.00 + \$10.00 per acre
Required Revisions	Flat Fee: \$50.00

Minor Sub-division (10 lots or less) Base: \$40.00 + \$10.00 each lot or acre
surcharge

Adjacent Property Owners Information required:

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

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

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

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

For major subdivisions, a sign will be placed on your property informing residents of the up coming meeting concerning this particular property. These signs belong to Georgetown County and will be picked up from your property within five (5) days of the hearing.

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

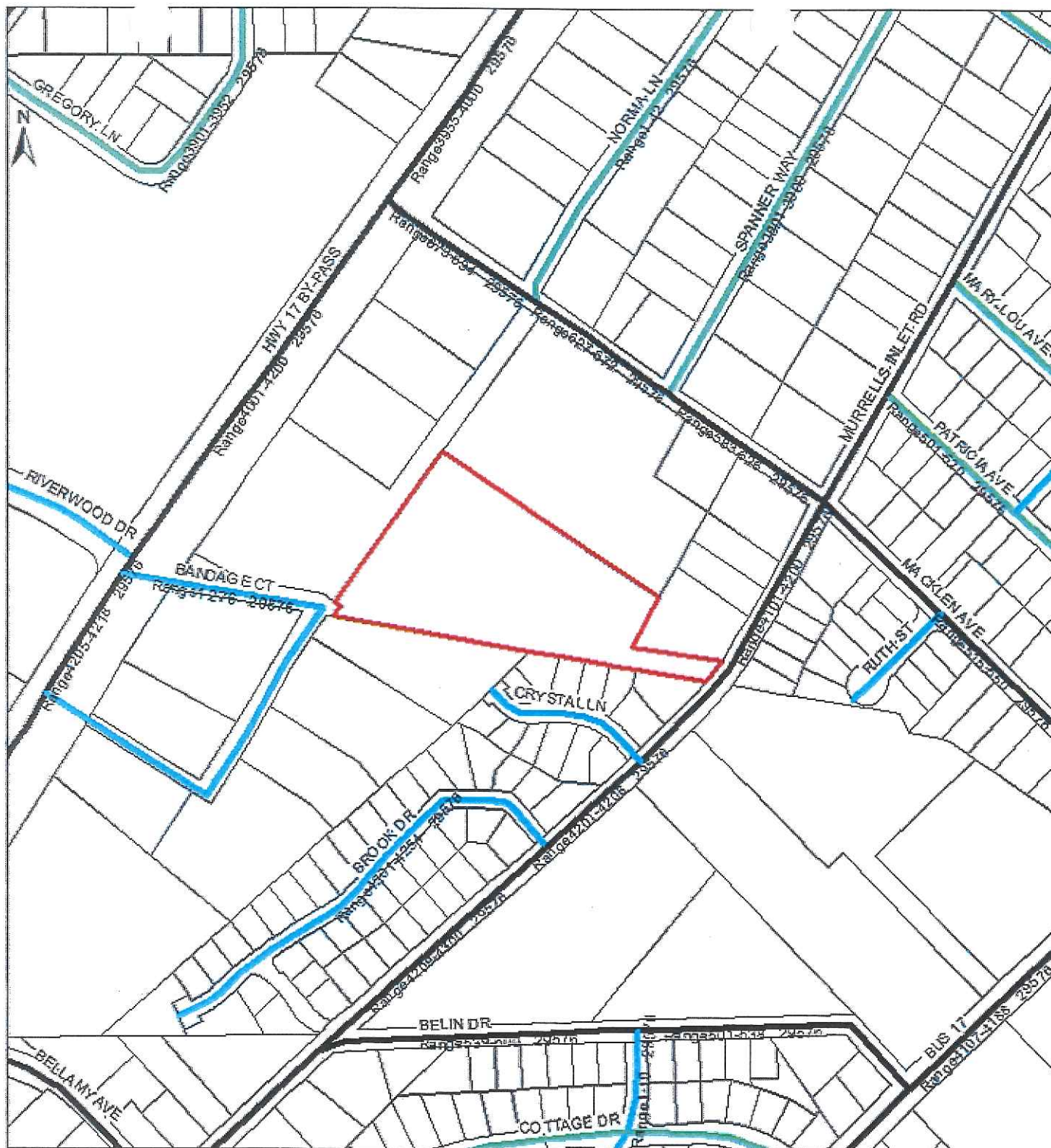
TMS	[DataLegalDescription] [LegalDescription]	[DataProperty] [ParcelID]	[DataProperty] [StreetNumber]	[DataProperty] [TotalLand]	[DataSales] [SaleDate]	[DataSales] [SalePrice]	[DataSales] [LegalReference]	[TableLocations] [Code]	[TableLocations] [Description]	[TableOwnership] [Code]	[TableOwnership] [Description]	[TableOwnership] [CuO2LastNam]
1	41-0113-012-03-00 BROOK DRIVE CRYSTAL OAKS SUB PLT 7-9, 14-8-US HWY 17 BUS LOT C-2BI PLAT 7-480-	41-0113-012-03-00	0	1	1991-05-31 20:00:00		431-133	2662	BROOK DR	31965	CRYSTAL OAKS HOMEOWN ASSN INC	
2	41-0113-012-01-22 LOT 8 BLK B CRYSTAL OAKS PH II	41-0113-012-01-22	4244	1	1999-01-31 19:00:00	20500	947-26	2662	BROOK DR	33260	SIMPSON W ALLEN	
3	41-0113-012-00-00 K/NA BANDAGE CT; SLD 898-4; 702-2 PARCEL A & PARCEL B US HWY 17 SLD 446-7A 452-4A, 568-10B, 569-6, 599-10; 1999	41-0113-012-00-00	0	1.31	2005-09-18 20:00:00	10	1728-195	5799	BANDAGE CT	89396	TGR LLC ET AL	TWIN OAKS PARTNERS LP
4	41-0113-012-08-00 LOT 4 ; SLD 702-2	41-0113-012-08-00	140	1.03	2013-07-09 20:00:00	1431700	2196-121	5799	BANDAGE CT	156518	140 BC LLC	
5	41-0113-012-10-00 EXISTING POND TRACT ; SLD 698-4 ; SLD 702-2	41-0113-012-10-00	0	1.38	2005-09-18 20:00:00	10	1728-195	5799	BANDAGE CT	89396	TGR LLC ET AL	TWIN OAKS PARTNERS LP
6	41-0113-012-01-19 LOT 5 BLK B CRYSTAL OAKS PH II HME#7992 GARRAMONE	41-0113-012-01-19	4232	1	1989-03-31 19:00:00	31000	334-227	2662	BROOK DR	33257	GARRAMONE ROBERT J	GARRAMONE PATRICIA
7	41-0113-012-09-00 PARCEL C BANDAGE CT; SLD 698-4 ;	41-0113-012-09-00		1.61	2005-09-18 20:00:00	10	1728-195	5799	BANDAGE CT	89396	TGR LLC ET AL	TWIN OAKS PARTNERS LP
8	41-0113-012-01-00 MURRELLS INLET RD PLAT 7-480	41-0113-012-01-00	640	1	1991-05-31 20:00:00		431-133	2377	CRYSTAL LN	31458	CRYSTAL OAKS HOMEOWNERS	
9	41-0113-011-00-00 U S HWY 17 TRACT C	41-0113-011-00-00		4.9	1999-11-30 19:00:00	5	1050-304	460	MURRELLS INLET RD	34282	BELIN UNTD METHODIST CH INC	
10	41-0113-012-01-04 LOT 4 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-04		1	1992-04-30 20:00:00	12000	474-155	2377	CRYSTAL LN	123144	CANNON RICHARD	CANNON FRANCIS
11	41-0113-012-01-02 LOT 2 CRYSTAL OAKS PLAT 8-346 SLD 606-5B	41-0113-012-01-02	4162	1	2006-07-05 20:00:00	275000	97-61	460	MURRELLS INLET RD	157896	REYNOLDS WILLIAM G	
12	41-0113-012-01-01 LOT 1 CRYSTAL OAKS PLAT 8-346, 9-429	41-0113-012-01-01	612	1	2005-04-28 20:00:00	140000	1640-169	2377	CRYSTAL LN	79308	PEREZ JULIANA M	
13	41-0114-067-01-00 U S 17	41-0114-067-01-00	4182		1999-11-30 18:00:00	5	1050-309	343	HWY 17 BUSINESS	34279	BELIN UNTD METHODIST CH INC	
14	41-0108-007-00-00 -U S HWY 17	41-0108-007-00-00	4017	1.3	2001-01-30 19:00:00	1000000	1162-349	344	HWY 17 BY-PASS	78984	R & B LLC	
15	41-0108-015-00-00 U S HWY 17	41-0108-015-00-00	4033	1	1990-06-05 20:00:00	475000	383-18	344	HWY 17 BY-PASS	42647	GEORGETOWN MEMORIAL HOSPITAL	
16	41-0108-020-00-00 MURRELLS INLET RD	41-0108-020-00-00		4.8	1991-04-17 20:00:00	250000	423-134	460	MURRELLS INLET RD	36663	S C PUBLIC SERVICE AUTHORITY	
17	41-0114-149-00-00 MURRELLS INLET RD	41-0114-149-00-00	617	1	2012-02-28 19:00:00	10	1847-239	418	MACKLEN AVE	150728	BENTON SUZANNE B	
18	41-0113-012-01-07 LOT 7 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-07	632	1	1988-04-14 20:00:00	89900	284-196	2377	CRYSTAL LN	31936	TITUS CYNTHIA	
19	41-0113-012-01-06 LOT 6 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-06	630	1	2012-05-07 20:00:00	5	1894-322	2377	CRYSTAL LN	148851	POWERS ROBERT	
20	41-0113-012-01-05 LOT 5 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-05	624	1	1987-12-30 19:00:00	87200	271-189	2377	CRYSTAL LN	149426	CANNON RICHARD E	CANNON FRANCES B
21	41-0113-012-01-08 LOT 8 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-08	638	1	2017-02-07 19:00:00	5	2980-127	2377	CRYSTAL LN	172375	SIMONS CYNTHIA	SIMMONS WILLIAM K III
22	41-0113-012-01-09 LOT 9 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-09	635	1	2003-05-31 20:00:00	10	1421-261	2377	CRYSTAL LN	132094	ARRINGTON DARLENE DENISE	
23	41-0113-012-01-10 LOT 10 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-10	635	1	2003-05-15 20:00:00	86200	1383-097	2377	CRYSTAL LN	68543	ENGRAVIDO JOHN M	ENGRAVIDO NANCY L
24	41-0113-012-01-12 LOT 12 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-12	627	1	2016-03-02 19:00:00		2760-7	2377	CRYSTAL LN	145210	GRAY BRENDA P	
25	41-0113-012-01-11 LOT 11 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-11	633	1	1996-05-31 20:00:00	89500	706-69	2377	CRYSTAL LN	99739	VALALIK ARDEN C	
26	41-0113-012-01-13 LOT 13 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-13	621	1	1996-05-13 20:00:00	89500	696-101	2377	CRYSTAL LN	31944	THOMAS CRAIG M	
27	41-0113-012-01-18 LOT 4 BLK B CRYSTAL OAKS PH II HME#14297 J JOHNSON	41-0113-012-01-18	4228	1	2004-09-29 20:00:00	150000	1566-330	2662	BROOK DR	75072	JOHNSON FREDERIC J	JOHNSON JUD A
28	41-0113-012-01-14 LOT 14 CRYSTAL OAKS PLAT 8-346	41-0113-012-01-14	615	1	2002-10-23 20:00:00	110000	1320-273	2377	CRYSTAL LN	65412	GRANT DEVONDA K	
29	41-0113-012-01-19 LOT 6 BLK B CRYSTAL	41-0113-012-01-19	4236	1	1991-06-30	14500	434-219	2662	BROOK DR	33257	GARRAMONE	GARRAMONE

0113-012-01-20	OAKS PH II	01-20			20:00:00							ROBERT J	PATRICIA
30	LOT 3 BLK B CRYSTAL OAKS PH II	41-0113-012-01-17	4206	1	2004-03-07 19:00:00	5	1487-338	2662	BROOK DR	85382		WATKINS EDMUND H II	WATKINS EDMUND H III
31	LOT 2 BLK B CRYSTAL OAKS PH II HME#9985	41-0113-012-01-16	4220	1	2001-02-28 19:00:00	130000	1161-39	2662	BROOK DR	33254		MORGAN JERRY R	MORGAN GAY I G
32	LOT 7 BLK B CRYSTAL OAKS PH II	41-0113-012-01-21	4240	1	2016-03-29 20:00:00		2768-170	2662	BROOK DR	168717		CESARIO MARTIN F	
33	LOT 1 BLK B CRYSTAL OAKS PH II	41-0113-012-01-15	4208	1	1998-02-26 19:00:00	150000	850-251	2662	BROOK DR	33252		THAGGARD JAMES W	THAGGARD WENDY E
34	LOT 3 BLK A CRYSTAL OAKS PH II	41-0113-012-01-26	4237	1	2001-07-31 20:00:00	25000	1204-69	2662	BROOK DR	33264		ARNETTE BILLY	ARNETTE GIN
35	LOT 2 BLK A CRYSTAL OAKS PH II	41-0113-012-01-25	4227	1	2016-11-20 19:00:00	161000	2923-312	2662	BROOK DR	171301		HENDRICKS SUZETTE M	
36	LOT 1 BLK A CRYSTAL OAKS PH II	41-0113-012-01-24	4209	1	2000-03-15 19:00:00	124000	1084-178	2662	BROOK DR	33262		CABANISS RICHARD A	CABANISS CATHERINE G
37	MURRELLS INLET ROAD; SLD 679-10	41-0113-010-00-00		5	1985-05-07 20:00:00	5	220-556	460	MURRELLS INLET RD	27418		BO TRUSTEES JAMES L BELIN TR	
38	U S HWY 17 PLAT 7-479	41-0113-012-02-00	4201	1.7	2012-06-30 20:00:00		1959-111	344	HWY 17 BY-PASS	150234		MIYABI MURRELLS INLET LLC	
39	US HWY #17 PT OF CAROLINAS PROFESSIONAL CENTER SUB SLD 446-7A-	41-0113-012-05-00	4057	1.065	2016-12-28 19:00:00	1040000	2945-283	344	HWY 17 BY-PASS	171727		TRIPOLLIE LLC	
40	HWY 17 BYPASS MURRELLS INLET	41-0108-017-00-00	4051	1.4	1992-02-29 19:00:00	350000	463-188	344	HWY 17 BY-PASS	127113		GEORGETOWN MEMORIAL HOSPITAL	
41	US HWY 17	41-0108-019-00-00	4071	2.6	1995-07-31 20:00:00	360000	655-225	344	HWY 17 BY-PASS	127111		GEORGETOWN MEMORIAL HOSPITAL	
42	LOT 3 BLK A WILCOX SUB; FLT 784-1	41-0113-009-00-00	4145	1	2017-05-07 20:00:00	200000	3027-243	460	MURRELLS INLET RD	173220		EDWARDS LEIGH L	
43	LOT 3 INLET COVE AT MURRELLS INLET; SLD 758-9	41-0114-001-03-00	4131	1	2015-05-27 20:00:00	267000	2580-292	460	MURRELLS INLET RD	167245		JANDRON STEVEN S	
44	LOT 5 INLET COVE @ MURRELLS INLET; SLD 758-9	41-0114-001-05-00	4119	1	2014-10-28 20:00:00	254200	2462-301	460	MURRELLS INLET RD	162314		PERRY DAVID ZACHARY	PERRY LACY M
45	LOT 1 INLET COVE AT MURRELLS INLET; SLD 758-9	41-0114-001-01-00	4141	1	2015-04-09 20:00:00	87500	2552-58	460	MURRELLS INLET RD	164393		TYNDALL RYAN M	
46	LOT 2 INLET COVE AT MURRELLS INLET; SLD 758-9	41-0114-001-02-00	4135	1	2015-06-25 20:00:00	282000	2604-177	460	MURRELLS INLET RD	164792		EDGAR TERI STANDRIDGE	
47	LOT 4 INLET COVE @ MURRELLS INLET; SLD 758-9	41-0114-001-04-00	4123	1	2016-01-08 19:00:00	320000	2723-100	460	MURRELLS INLET RD	167852		GOLEMO STANLEY M JR	
48	LOT 6 INLET COVE @ MURRELLS INLET; SLD 758-9	41-0114-001-06-00	565	1	2015-10-08 20:00:00	269900	2667-288	418	MACKLEN AVE	168603		MUSKUS RICHARD	
49	LOT 12 INLET COVE @ MURRELLS INLET; SLD 762-3	41-0114-001-12-00	70	1	2015-05-12 20:00:00	326878	2588-71	601	RUTH ST	165029		LEONARD WILLIAM P	LEONARD MAF A
50	LOT 11 INLET COVE @ MURRELLS INLET; SLD 762-3	41-0114-001-11-00	58	1	2015-07-27 20:00:00	89900	2619-194	601	RUTH ST	165698		YARBOROUGH MARK	WESTON CYNTHIA P
51	LOT 10 INLET COVE @ MURRELLS INLET; SLD 762-3	41-0114-001-10-00	46	1	2015-06-16 20:00:00	84000	2593-335	601	RUTH ST	165147		FIELDS VIRGINIA W	
52	LOT 9 INLET COVE @ MURRELLS INLET; SLD 762-3	41-0114-001-09-00	34	1	2017-05-24 20:00:00	340000	3043-246	601	RUTH ST	173531		CAMPBELL ADAM BAILEY	CAMPBELL AP BAILEY
53	LOT 8 INLET COVE @ MURRELLS INLET; SLD 762-3; SLD 762-3	41-0114-001-08-00	22	1	2015-09-16 20:00:00	270000	2654-4	601	RUTH ST	166350		HINDS BOBBIE E	
54	LOT 7 INLET COVE @ MURRELLS INLET; SLD 762-3	41-0114-001-07-00	10	1	2015-06-14 20:00:00	92900	2591-313	601	RUTH ST	165104		SPROUL BRANDI LEIGH	
55	LOT 1 BLK A MACKLEN SUB	41-0114-145-00-00	601	1	2018-04-27 20:00:00	5	2789-363	418	MACKLEN AVE	169039		MORRIS DOUGLAS M	
56	LOT 2B BLK A WILCOX SUB SLD 439-7B-FRKA LOT 2 BLK A WILCOX SUB SLD 439-7B-	41-0114-148-00-00	4126	1	2002-08-27 20:00:00	55000	1311-318	460	MURRELLS INLET RD	67260		LUECK BETH J	
57	LOT 2A BLK A WILCOX SUB SLD 439-2A-	41-0114-148-01-00	4128	1	2002-08-27 20:00:00	55000	1308-315	460	MURRELLS INLET RD	100024		BARTH CHRISTOPHER TODD	BARTH ELIZABETH LEWIS
58	HWY 17	41-0118A-001-02-00	0		2016-11-15 19:00:00		2890-59	343	HWY 17 BUSINESS	37742		GEORGETOWN COUNTY	

12/28/2017

gis1.georgetowncountysc.org/freeance/Client/PublicAccess1/printFrame.html

001-02-00												
59	41-0114-004-481-85- K/A LOTS 4 & 3 BLK F MACKLIN SUB SLD	41-0114-004-00-00	4111	1	2003-09-21 20:00:00	350000	1438-174	460	MURRELLS INLET RD	70338	ROBERT L PUGH LLC	
60	41-0114-001-762-3 LOT13 INLET COVE@ MURRELLS INLET; SLD	41-0114-001-13-00	41	1	2015-05-28 20:00:00	99900	2581-330	601	RUTH ST	164919	BLISS ANDREW J	BLISS MARY ELLEN
61	41-0114-001- RUTH ST, 50' RAW INLET COVE	41-0114-001-00-00		1	2016-10-26 20:00:00	5	2919-118	601	RUTH ST	171222	INLET COVE AT MURRELLS INLET HOA INC	



Murrells Inlet Road Tract
 Property Location
 MAJ 5-18-20602

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Murrells Inlet Road Tract

Lot Lines

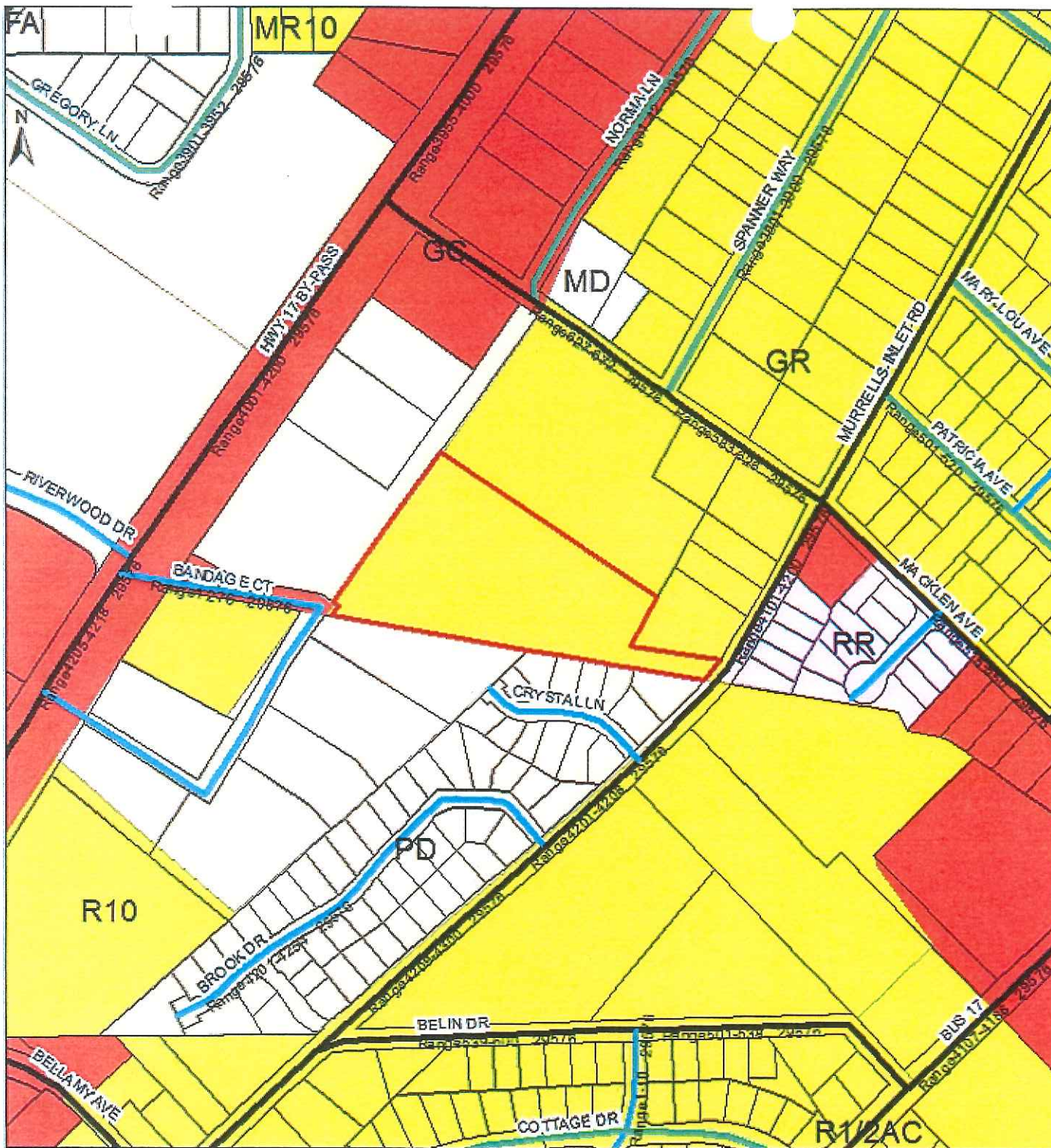
Railroads

Landmarks

Municipalities

0 112.5 225 450 875 900 Feet

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



Murrells Inlet Road T. Property Zoning MAJ 5-18-20602

- Legend**
- Streets**
- all other roads
- Maintained By**
- County
 - Private
 - State
- Murrells Inlet Road Trust**
- Lot Lines
 - Railroad
 - Landmarks
- Zoning**
- DISTRICT**
- CITY OF GEORGETOWN
 - CP
 - PA
 - PA/C
 - PA/R
 - GC
 - GR
 - GRR
 - HI
 - U
 - ICMP
 - MR10
 - NC
 - CC
 - SA
 - PD
 - RI
 - RI/2AC
 - RI/C
 - RI/AC
 - R2
 - RS/MS
 - R3
 - R4
 - RC
 - RC
 - RR
 - RS
 - RV/C
 - VR/10
- Municipalities**

0 112.5 225 450 675 900 Feet

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

Murrells Inlet Road T. & L.
Property FLU
MAJ 5-18-20602

Legend

Streets

<all other values>

MaintainedBy

County

Private

State

Murrells Inlet Road Tract

Lot Lines

Railroads

Landmarks

Future Landuse

FUTURE_LAN

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

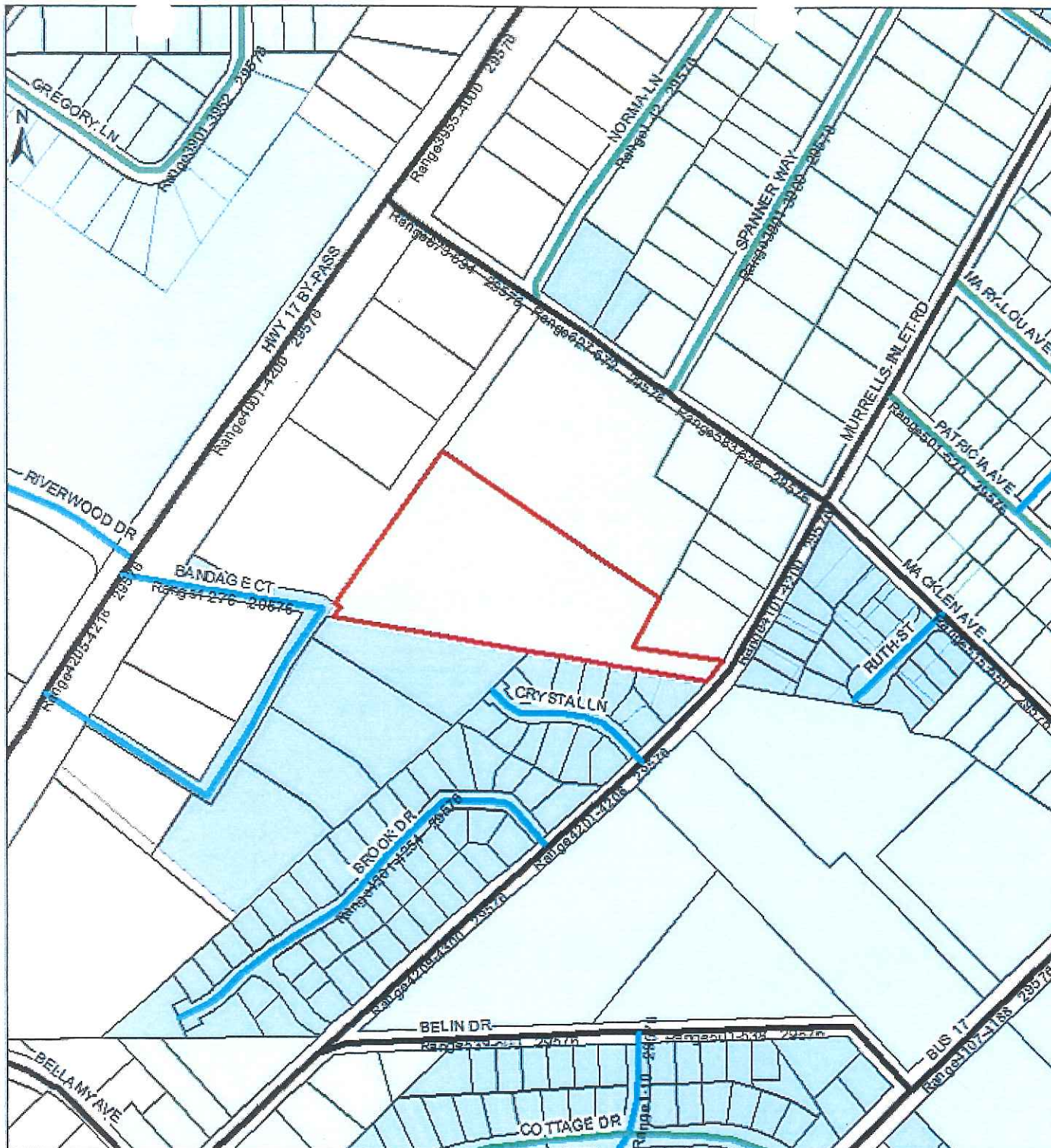
TOWN OF PI

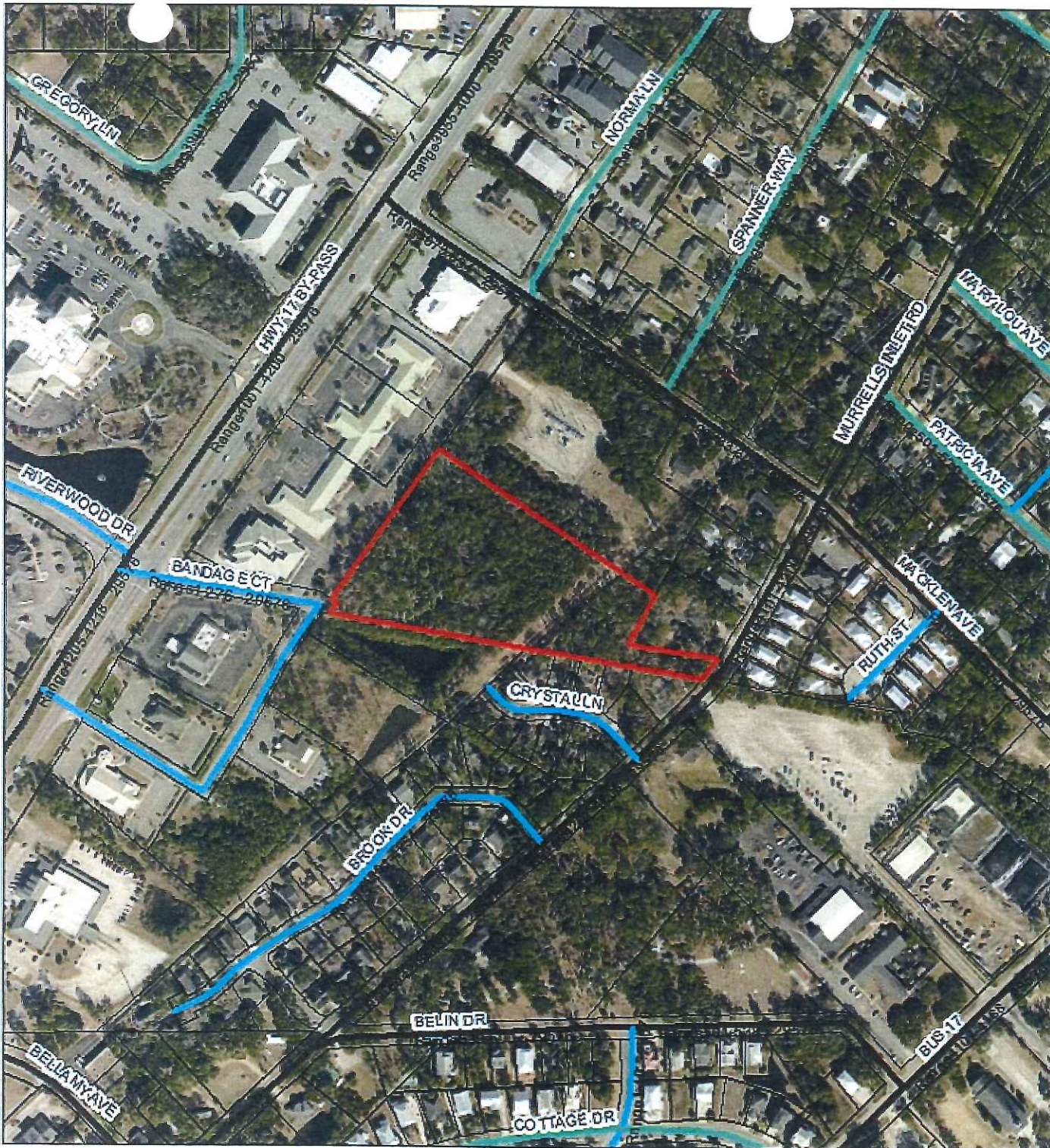
TRANSITIONAL

Municipalities

0 112.5 225 450 675 900 Feet

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Murrells Inlet Road Tract
Property Aerial
MAJ 5-18-20602

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Murrells Inlet Road Tract

Lot Lines

Railroads

Landmarks

sde.SDE.Imagery2017Med

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 112.5 225 450 675 900 Feet

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

Murrells Inlet Road T.
Property Aerial2
MAJ 5-18-20602

Legend

Streets

— <all other values>

MaintainedBy

— County

— Private

— State

□ Murrells Inlet Road Tract

□ Lot Lines

— Railroads

◆ Landmarks

sde.SDE.Imagery2017Med

RGB

Red: Band_1

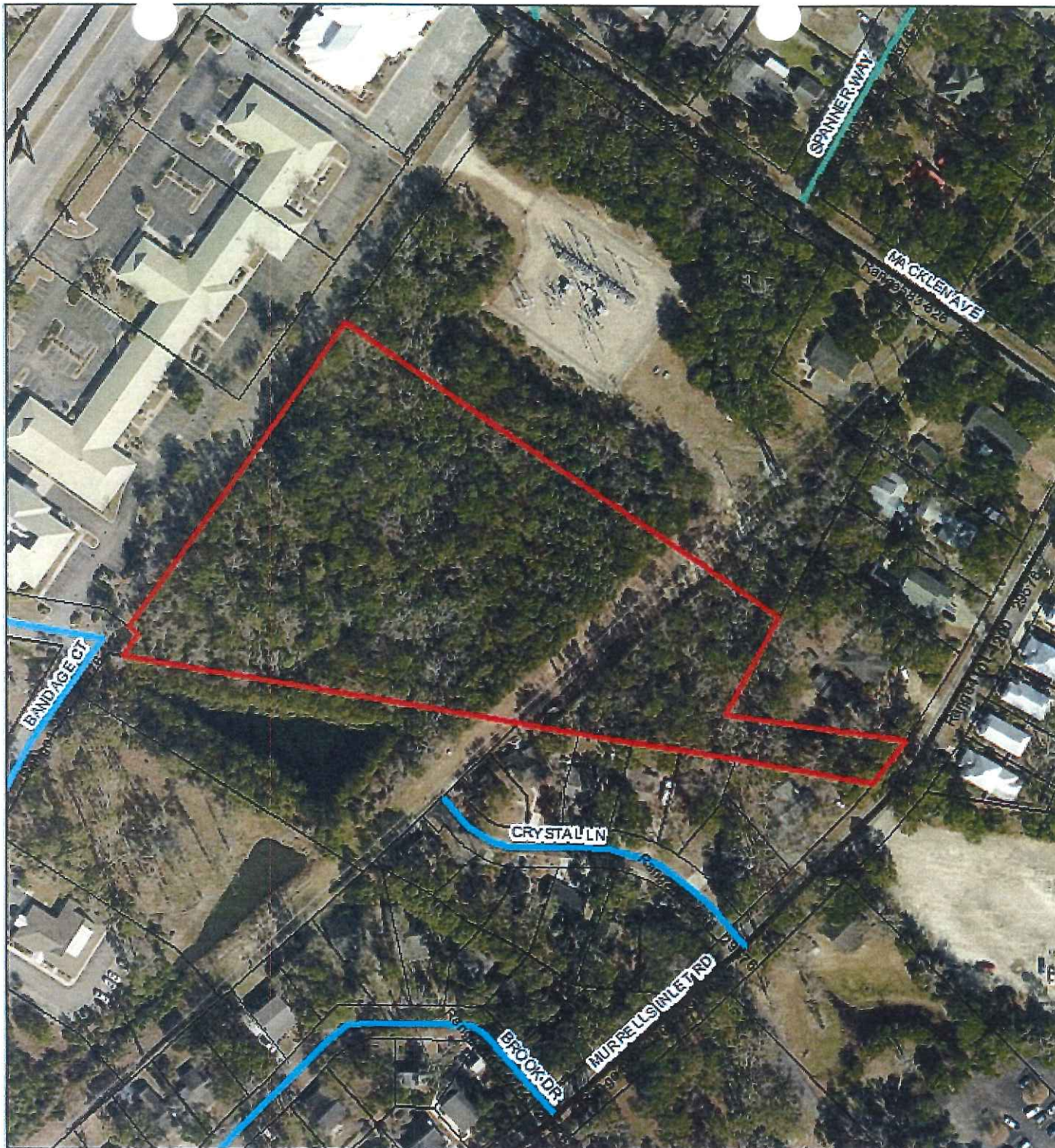
Green: Band_2

Blue: Band_3

Municipalities

0 55 110 220 330 440 Feet

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



STATE OF SOUTH CAROLINA }
EASEMENT
COUNTY OF GEORGETOWN }

BICYCLE/PEDESTRIAN PATH

KNOW ALL MEN BY THESE PRESENTS, that **OWNER** (hereinafter referred to as "Grantor"), for and in consideration of the sum of Five (\$5.00) Dollars in hand paid (the receipt whereof is hereby acknowledged) by the County of Georgetown, South Carolina, does hereby grant, bargain, sell and convey subject to the covenants, conditions and agreements hereinafter set forth, unto the said County of Georgetown (hereinafter referred to as "Grantee"), its successors or assigns, a perpetual, non-exclusive easement for the construction and/or maintenance of a bicycle/pedestrian path facility (the "Bike Path Easement"), said Bike Path Easement being more fully described in the attached Exhibit "A".

In addition to the matters set forth herein, this conveyance is made subject to the following conditions, covenants and limitations, to wit:

1. The Bike Path Easement granted herein shall be for the purpose of allowing the Grantee to construct and maintain a bicycle/pedestrian path facility. Notwithstanding the aforesaid, the Grantor may landscape, maintain private driveways, construct water, sewer and storm water drainage facilities and other utilities within said Bike Path Easement and use said property for any lawful use so long as Grantor does not obstruct the Grantee's use of the same.
2. The Bike Path facility will be constructed by the Grantee in conformance with South Carolina Department of Transportation construction standards with not less than 1 inch of sub-based 1½ inches of asphalt, and an appropriate drainage slope. In the event Grantee removes any trees, such tree removal will be in conformance with the Georgetown County Tree Ordinance. Grantee covenants and agrees to maintain the Bike Path Easement in good repair and in an attractive and sightly condition free of all trash and litter at all times. The Grantee shall at all times comply with all laws, ordinances and regulations of every lawful authority having jurisdiction over the same.
3. The Grantee covenants and agrees to indemnify and hold the Grantor harmless against any and all liability, claims, obligations and losses arising from the use and enjoyment of the Bike Path Easement by the Grantee and the public generally, excepting only such claims, obligations, and losses arising from Grantor's sole negligence; however, nothing contained herein shall be construed as limiting any defenses the Grantee may have pursuant to the South Carolina Tort Claims Act in response to any claim brought against it by any third party and in no event shall Grantee be liable to Grantor in an amount in excess of the statutory damages cap for governmental entitles in effect on the date of any such claims.

STATE OF SOUTH CAROLINA }
COUNTY OF GEORGETOWN }

ENCROACHMENT PERMIT
AND
EASEMENT AGREEMENT

Agreement made on 15 day of May, 2017, between BD Trustees James L. Belin TR (OWNER) of Georgetown County, South Carolina, and Georgetown County, South Carolina.

RECITALS:

A. BD Trustees James L. Belin TR is the owner in fee of a certain tract of land in Georgetown County, South Carolina, described as follows: that certain tract or parcel of land, known as Murrells Inlet Rd (Plat No. 41-0113-010-00-00, located at located West of 41-0113-019-00-00; North of 41-0113-012-00-00; East of Murrells Inlet Rd; South of 41-0108-020-00-00, and 41-0113-009-00-00

B. As part of the Bike the Neck project, Georgetown County is constructing a 10-foot wide, asphalt bicycle/pedestrian path separated from the property line by a 5-foot-wide buffer, part of which will encroach upon lands of OWNER. The area of encroachment is basically shown on the attached drawing.

In consideration of this agreement, and other good and valuable consideration, OWNER grants Georgetown County, its agents, employees, and workers, the right to enter upon the above property for the purpose of constructing the bike path. Upon completion of this section of the bike path, a final plat shall be prepared showing the exact location of the path. A permanent easement shall be given by OWNER to the County for the bike path as shown on the final plat.

In witness whereof, the parties have signed this agreement at Georgetown, South Carolina, on the day and year first above written.

Georgetown County, South Carolina

By: [Signature]
Sel Hemingway, County Administrator

OWNER

By: [Signature]

Its: Board Chairman

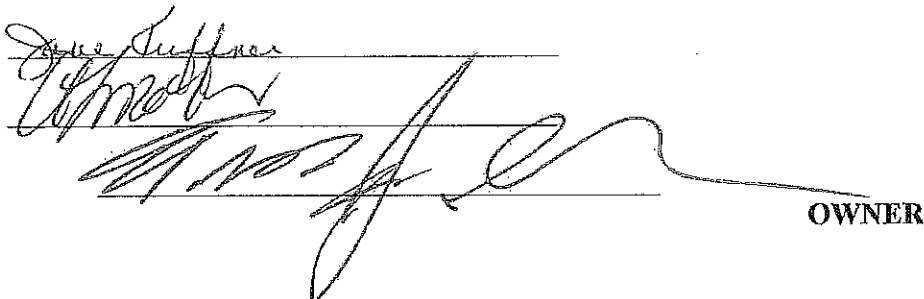
Frederick J. Shepard

4. This Agreement will be construed solely in accordance with the laws of the State of South Carolina.

TO HAVE AND TO HOLD all and singular the Bike Path Easement before mentioned for the purpose granted unto the County of Georgetown, South Carolina, its successors or assigns, forever.

IN WITNESS WHEREOF, the parties have executed this Bicycle/Pedestrian Path Easement this 15th day of May, 2017.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

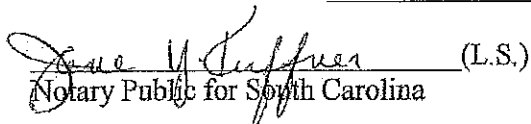

OWNER

STATE OF SOUTH CAROLINA }
COUNTY OF GEORGETOWN }

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 15th day of May, 2017 by OWNER.

Sworn to before me this 15th day of May, 2017.

 (L.S.)
Notary Public for South Carolina

My Commission Expires: 11-15-2023



NOTICE OF PUBLIC HEARING

The Planning Commission will consider a request from Felix Pitts of G3 Engineering as agent for Howard Dargan Group, LLC for site plan review of a 34 unit multifamily development located east of Bandage Court and west of Murrells Inlet Road in Murrells Inlet. TMS# 41-0113-010-00-00. Case Number MAJ-5-18-20602

The Planning Commission will be reviewing this request on **Thursday, June 21, 2018 at 5:30 p.m. in the Georgetown County Council Chambers entering at 129 Screven Street in Georgetown, South Carolina.**

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org



GEORGETOWN COUNTY WATER AND SEWER DISTRICT

Winner of the best tasting water in South Carolina!

Customer Service

(843) 546-8408

www.gcwsd.com

March 29, 2018

Mr. Adam Dew
G3 Engineering
P.O. Box 2666
Pawleys Island, SC 29585

**Re: Murrells Inlet Tract
GCWSD PROJECT NUMBER 18-05
TMS# 41-0113-010-00-00**

Dear Mr. Dew

The District received your Initial Review Set of plans for the above referenced project. After reviewing the plans these properties can be served with public water and sewer. The District will own, operate and maintain all services in the road right-of-way. All services on private property, without an easement, will be the responsibility of the property owner to operate and maintain.

If you should have any questions concerning this letter, please contact Mr. Matt Lowenbach at (843) 237-9727.

Sincerely,
GEORGETOWN COUNTY WATER AND SEWER DISTRICT

A handwritten signature in black ink, appearing to read "Matt Lowenbach".

Matt Lowenbach
Engineering

cc: File: 18-03



P.O. Box 2730
Pawleys Island, SC 29585

P.O. Box 2748
Georgetown, SC 29442



Judy Blankenship

Subject:

FW: Newest Attack on Crystal Oaks/MI Community

From: Brenda Gray [mailto:bgray3955@gmail.com]

Sent: Monday, June 11, 2018 4:44 PM

To: Tiffany Coleman <tcoleman@gtcounty.org>; jthomas120@sc.rr.com; billhills@sc.rr.com

Cc: Ryan Powers <captpowers13@aol.com>; ardenamy1217@yahoo.com; coastalupholstery@icloud.com; Scott Price <scott29576@gmail.com>; Cindy Goss <cindygoss50@gmail.com>; myrtlebeachjulieperez@gmail.com; shanna.powers@budbeach.com; deeannchristmas@gmail.com; Ken Simons <wkens3@yahoo.com>; dzperry@hotmail.com

Subject: Newest Attack on Crystal Oaks/MI Community

Yes, I feel like it is an attack on our neighborhood and community when another hearing is planned on June 21st for a multifamily development that, from all we know, will impact the traffic, wear and tear, and general peacefulness. It may be 30 townhouses instead of 60 but that's still a lot of change to a two lane, very worn out road. By the time it's completed, we'll need a 4WD to travel on it with no promise or plan of anything better.

Here are the questions Ryan Powers put to John Thomas on June 7 and now we are ten days from the Public Hearing and don't have any answers that I have heard:

Development applications should not be considered by the planning commission or county council unless they are fully complete. Beyond a detailed site plan, applications require the submittal of approval letters from the county water and sewer district, SCDHEC and the fire department, and in certain development categories, a traffic impact analysis.

But in practice, development applications get on the planning commission agenda and none of the required approval letters or the traffic impact analysis have been submitted by the developer for public scrutiny. The practice by the commission and its staff has been to approve the development application contingent upon these important requirements being met sometime in the future. This practice of being extraordinarily developer-friendly must stop.

I also wanted to ask you what you recommend we as the community can do to prevent this development from accessing Murrells Inlet Rd. I have spoken to several neighbors about this and they are are anxious to see how you can help since you mentioned in the your meeting at the community center about this project that you would not allow them to access Murrells Inlet Rd. The neighbors are asking who can they call / email and what do you recommend they do?

We will vote tomorrow but as I understand it, this will be decided regardless of our considerations. Is this the right and fair way to decide our property rights and quality of our neighborhood???? I don't think so.

--

Brenda Gray
704-564-0564 Mobile

Judy Blankenship

From: Boyd Johnson
Sent: Wednesday, June 13, 2018 1:46 PM
To: Judy Blankenship
Subject: FW: Murrells Inlet Road Traffic Issues

Boyd Johnson
Director, Planning and Code Enforcement
129 Screven Street
Georgetown SC, 29440
(843) 545-3162
bjohnson@gtcounty.org

From: Boyd Johnson
Sent: Wednesday, June 13, 2018 10:15 AM
To: 'Ryan Powers' <captpowers13@aol.com>; John Thomas <johnthomas@gtcounty.org>; Sel Hemingway <shemingway@gtcounty.org>; Holly Richardson <hrichardson@gtcounty.org>
Cc: wbryant@georgetowncountysc.org <wbryant@gtcounty.org>; Elizabeth Krauss <ekrauss@gcbdsn.com>
Subject: RE: Murrells Inlet Road Traffic Issues

Thanks for the info. We will be sure to send it to the PC. Based on the reduction in new traffic for the 34 townhouses as opposed to the original project, we have decided not to require a traffic study. We don't see where new turning lanes, for example, are suitable. We looked at both ends of Murrells Inlet Road and didn't see a need for designated turning lanes which would likely require taking people's property. Normally, a traffic study would not address of-site parking which seems to be the problem.

I want to be clear that we can only legally review this project for ordinance compliance since it is already zoned properly. We can't reject the project based on density as it meets the requirements for the GR District. I don't see how we could deny a project based on other people parking on the shoulder of the road, which the applicant has no control over. This project would not contribute to that problem even thou we recognize it would create more traffic. This sounds like the parking issue should be addressed along the road. Perhaps we need to tighten up on the festivals we allow.

Boyd Johnson
Director, Planning and Code Enforcement
129 Screven Street
Georgetown SC, 29440
(843) 545-3162
bjohnson@gtcounty.org

From: Ryan Powers [<mailto:captpowers13@aol.com>]
Sent: Tuesday, June 12, 2018 5:23 PM
To: Boyd Johnson <bjohnson@gtcounty.org>; John Thomas <johnthomas@gtcounty.org>; Sel Hemingway <shemingway@gtcounty.org>; Holly Richardson <hrichardson@gtcounty.org>
Subject: Fwd: Murrells Inlet Road Traffic Issues

| -Boyd,

Thank you for your reply on Thursday as I expressed in my first email on Thursday the photos I sent you were just a example of this issue. I am guessing you must not live in Murrells Inlet or use Murrells Inlet Rd often if you are not aware of this problem. This is not an issue that occurs only during festivals. Attached are photos of this past Saturday on Murrells Inlet Rd and the intersection to the new proposed 34 unit but allowable up to 41 unit development. These photos show a truck and trailer right at the entrance to this new proposed track ironically enough parked almost on top of the orange public notice sign for the 6/21 meeting. Others are parked along Murrells Inlet Rd one parked partly on the road, across from Crystal Ln near the Church entrance. People were parked all the way down to Brook Drive.

I copied and pasted your email reply below, and I would like to ask you to expand on your comment that the commission's observation is that on a normal day, the traffic operates in a acceptable manner on Murrells Inlet Rd. I would hope that once you see these photos taken this past Saturday before summer has really even started paint a different picture.

These pictures certainly indicate there is a lack of parking for festivals, tournaments, etc... If you want the Planning Commission to see them, we will be glad to pass them along. Obviously, none of the cars relating to the 34 townhouses will be parking on the side of the road as they will own spaces for their units. Yes, they will be driving on the road as do the existing residents and visitors. Remember, they are not asking for any rezoning. The County is limited to simply reviewing the project to determine if it is designed based on our regulations. They already have the zoning in place to construct their project. This makes it hard to factor in issues that are not design related. Our observation is that on a normal day, the traffic operates in an acceptable manner on Murrells Inlet Road. Just a thought, the community may want to ask SCDOT if they will designate certain parts on the shoulder of the road as no parking. Don't know how the festivals will handle that, however.

Also, regarding the the traffic study done the beginning of March on Murrells Inlet Rd, is the influx of summer traffic taken into consideration? Is a copy of this study available to the public? Since the developer is now trying to access Murrells Inlet Rd, will they be required to have a professional traffic planner to perform a study? If so, when will this study occur?

Yes, I would like the Planning Commission to see these photos and description as well. I think the commission should take into serious consideration the impact this many more cars would have on Murrells Inlet Rd. Murrells Inlet Rd is already in dire need of repair and will certainly worsen further with this many more vehicles traveling on it. I doubt that the future owners of these potential townhomes will be very excited either as they sit in traffic in their development trying to get out at this potential new intersection which I could see causing accidents and injuries as well.

Thank you for you assistance in this matter. I look forward to hearing back from you.

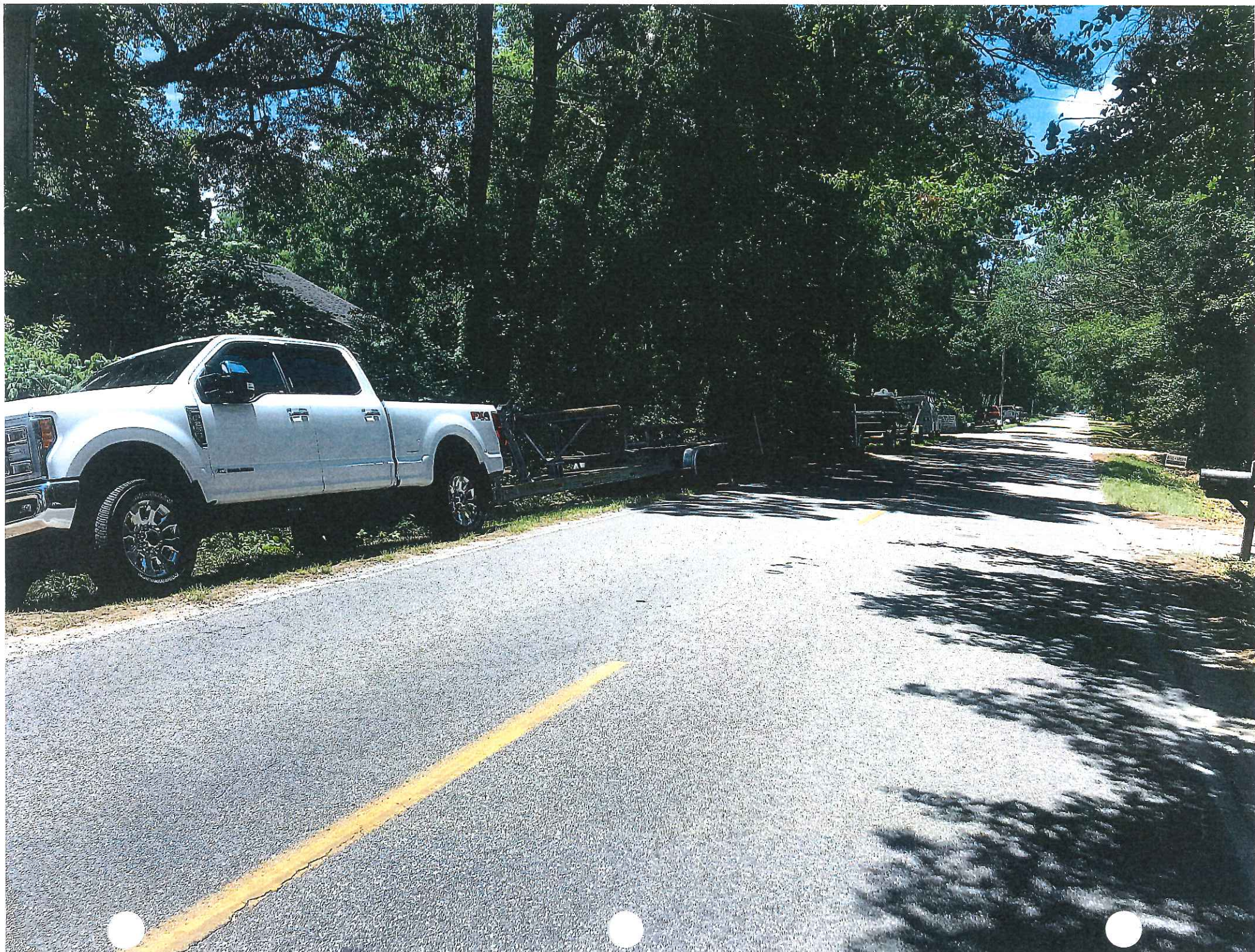
Ryan Powers
630 Crystal Lane
Murrells Inlet, SC
843-283-8868
captpowers13@aol.com

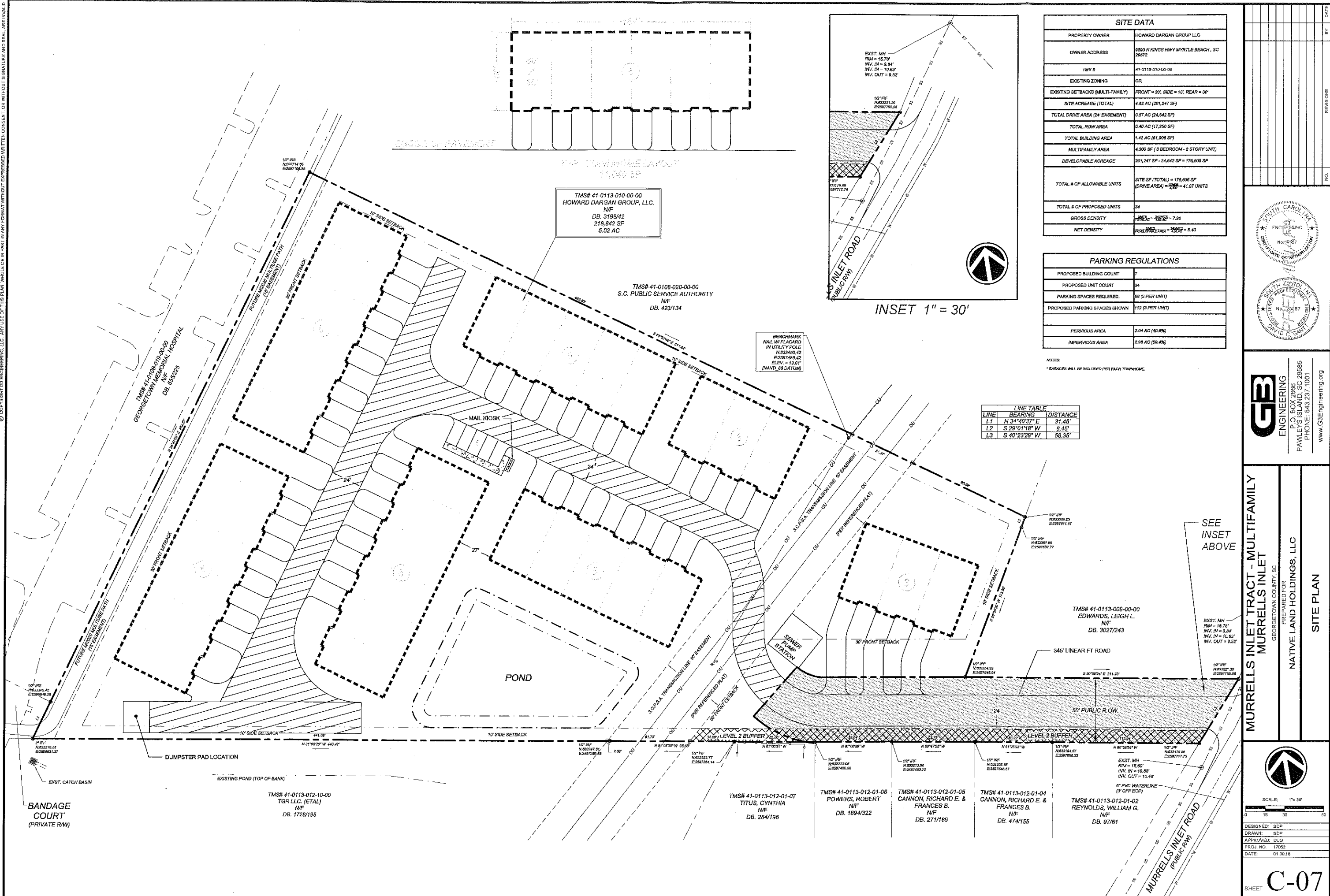












SITE DATA	
PROPERTY OWNER	HOWARD DARGAN GROUP, LLC
OWNER ADDRESS	5593 N. KINGS HWY MYRTLE BEACH, SC 29572
TMS #	41-0113-010-00-00
EXISTING ZONING	GR
EXISTING SETBACKS (MULTI-FAMILY)	FRONT = 30', SIDE = 10', REAR = 30'
SITE ACREAGE (TOTAL)	4.82 AC (201,247 SF)
TOTAL DRIVE AREA (24' EASEMENT)	0.57 AC (24,142 SF)
TOTAL ROW AREA	0.40 AC (17,250 SF)
TOTAL BUILDING AREA	1.42 AC (61,908 SF)
MULTIFAMILY AREA	4,300 SF (3 BEDROOM - 2 STORY UNIT)
DEVELOPABLE ACREAGE	301,247 SF - 24,642 SF = 176,605 SF
TOTAL # OF ALLOWABLE UNITS	SITE SF (TOTAL) = 176,605 SF (DRIVE AREA) = 24,642 SF = 41.07 UNITS
TOTAL # OF PROPOSED UNITS	34
GROSS DENSITY	7.06 UNITS/AC
NET DENSITY	7.36 UNITS/AC

PARKING REGULATIONS	
PROPOSED BUILDING COUNT	7
PROPOSED UNIT COUNT	34
PARKING SPACES REQUIRED	68 (2 PER UNIT)
PROPOSED PARKING SPACES SHOWN	112 (3 PER UNIT)
PERVIOUS AREA	2.54 AC (40.6%)
IMPERVIOUS AREA	2.28 AC (59.4%)

NOTES:
* GARAGES WILL BE INCLUDED PER EACH TOWNHOME.

LINE	BEARING	DISTANCE
L1	N 34°40'37" E	31.45'
L2	S 29°01'18" W	8.45'
L3	S 40°23'29" W	58.35'

DATE

BY

REVISIONS

NO.

REGISTERED PROFESSIONAL ENGINEER

DAVID C. GANT

NO. 23897

STATE OF SOUTH CAROLINA

REGISTERED PROFESSIONAL ENGINEER

DAVID C. GANT

NO. 23897

STATE OF SOUTH CAROLINA

ENGINEERING

P.O. BOX 2666

PAWLEYS ISLAND, SC 29585

PHONE: 843.237.1001

www.G3Engineering.org

MURRELLS INLET TRACT - MULTIFAMILY

MURRELLS INLET

PREPARED FOR

NATIVE LAND HOLDINGS, LLC

SITE PLAN

SCALE: 1" = 30'

0 15 30 60

DESIGNED: SDP

DRAWN: SDP

APPROVED: SDP

PROJ. NO. 17052

DATE: 01.30.18

C-07

SHEET

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- TREE LEGEND**
- MAPLE
 - LIVE OAK
 - SWAMP OAK
 - HOLLY
 - WHITE OAK
 - HICKORY
 - WALNUT
 - WATER OAK
 - OAK
 - TULFELD
 - LAUREL OAK

⊗ TREES TO BE REMOVED
⊙ TREES TO BE PROTECTED

TMS# 41-0113-010-00-00
HOWARD DARGAN GROUP, L.L.C.
N/F
DB. 3193/42
218,842 SF
5.02 AC

TMS# 41-0108-020-00-00
S.C. PUBLIC SERVICE AUTHORITY
N/F
DB. 423/134

BENCHMARK
NAIL W/ PLACARD
IN UTILITY POLE
N: 833450.42
E: 2587486.42
ELEV. = 19.01'
(NAVD_88 DATUM)

LINE	BEARING	DISTANCE
L1	N 34°40'31" E	31.45'
L2	S 29°01'18" W	6.43'
L3	S 40°23'29" W	58.35'

TMS# 41-0113-009-00-00
EDWARDS, LEIGH L.
N/F
DB. 3027/243

EXST. MH
RM = 15.78'
INV. IN = 8.84'
INV. IN = 10.63'
INV. OUT = 9.32'

EXST. MH
RM = 15.92'
INV. IN = 10.68'
INV. OUT = 10.48'

6" PVC WATERLINE
(1' OFF EOP)

TMS# 41-0113-012-01-02
REYNOLDS, WILLIAM G.
N/F
DB. 97/61

TMS# 41-0113-012-01-04
CANNON, RICHARD E. &
FRANCES B.
N/F
DB. 474/155

TMS# 41-0113-012-01-05
CANNON, RICHARD E. &
FRANCES B.
N/F
DB. 271/189

TMS# 41-0113-012-01-06
POWERS, ROBERT
N/F
DB. 1894/322

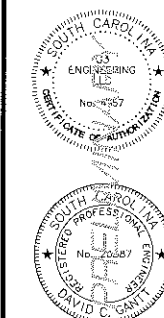
TMS# 41-0113-012-01-07
TITUS, CYNTHIA
N/F
DB. 284/196

TMS# 41-0113-012-10-00
TGR LLC (ETAL)
N/F
DB. 1728/195

BANDAGE
COURT
(PRIVATE RW)

EXISTING POND (TOP OF BANK)

EXST. CATCH BASIN



GB
ENGINEERING
P.O. BOX 2686
PAWLEYS ISLAND, SC 29685
PHONE: 843.237.1001
www.G3Engineering.org

MURRELLS INLET TRACT - MULTIFAMILY
MURRELLS INLET
GEORGETOWN COUNTY, SC

PREPARED FOR
NATIVE LAND HOLDINGS, LLC

TREE PROTECTION PLAN



SCALE: 1" = 30'

DESIGNED: SDP
DRAWN: SDP
APPROVED: DCO
PROJ. NO. 17052
DATE: 01.30.18

TPP
SHEET

Tiffany Coleman

From: Holly Richardson
Sent: Sunday, June 17, 2018 1:07 PM
To: Boyd Johnson; Tiffany Coleman
Subject: Fwd: Proposed Development near Crystal Oaks

Follow Up Flag: Follow up
Flag Status: Flagged

Holly H. Richardson
Chief Planner
Georgetown County
129 Screven Street
Georgetown, SC 29440
843-545-3254
hrichardson@gtcounty.org

Begin forwarded message:

From: Tommy Ruffin <tommyruffin@gmail.com>
Date: June 17, 2018 at 11:32:21 AM EDT
To: Holly Richardson <hrichardson@gtcounty.org>
Subject: Fwd: Proposed Development near Crystal Oaks

----- Forwarded message -----

From: Tommy Ruffin <cypresslandsc@gmail.com>
Date: Sun, Jun 17, 2018 at 11:26 AM
Subject: Proposed Development near Crystal Oaks
To: jblankenship@gtcounty.org, hrichardson@gtcounty.org

To Whomever it may Concern:

I am writing this letter regarding the proposed development in Murrells Inlet that will impact Murrells Inlet road.

My family has lived in Murrells Inlet for over 35 years. Unfortunately I do not like what has happened to our quiet little village. We have finally been discovered and explosive growth has affected not only Murrells Inlet but the entire coast of South Carolina. The real problem is that local governments did not see it coming this quickly and did not react with changes in zoning to accommodate this growth in order to handle the impact on our communities.

Regarding this project, I have read newspaper articles, emails, letters, texts and heard comments at the coffee tables and at happy hour, and everyone has an opinion. The reality of this predicament is that: as long as the developer's plans comply with zoning and there is no violation of Federal, State, or local laws and ordinances, there is nothing that can be done to stop it. Law

suits can be filed and thousands of dollars will be spent in litigation, but in the end, if there is complete compliance, nothing can be done to stop the project.

Having said this, our community is lucky to have a developer who cares about the impact and is trying to work things out in an effort to minimize this impact by exploring other avenues while being able to build a "class act" project and make a profit on his development. His previous projects have been aesthetically appealing and improve surrounding property values.

I applaud him in going back to the drawing board to change the project from a 60 unit condominium complex to a 34 unit Town House project. By cutting the number of units in half, it greatly minimizes impact. I am certain that he will continue to explore other avenues of ingress and egress so as to reduce the effect on Murrells Inlet Road (the Darlington Raceway).

The community should direct its disgust by pointing fingers towards county council and commissioners for not changing ordinances to handle our growth instead of reacting to "the horse is out of the barn zoning". Now is the time to react to future development and projects, not after their applications and permits have been filed.

Tommy Ruffin

Tiffany Coleman

From: Judy Blankenship
Sent: Monday, June 18, 2018 9:42 AM
To: Tiffany Coleman
Cc: Boyd Johnson
Subject: FW: Townhouses on Murrells Inlet road.

Follow Up Flag: Follow up
Flag Status: Flagged

FYI

Judy Evans Blankenship
Planner II
Georgetown County Planning and Development
129 Screven Street, Room 225
Georgetown, SC 29440
843-545-3028 (Office)
843-545-3299 (Fax)
jblankenship@gtcounty.org

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

From: Mark Yarborough [mailto:stuckeybottom891@gmail.com]
Sent: Monday, June 18, 2018 9:33 AM
To: Holly Richardson; Judy Blankenship
Subject: Townhouses on Murrells Inlet road.

First my wife and myself live at 58 Ruth street.

We think the townhouses would be a positive thing for this community. We have looked at buying one of the townhomes beside the fire department even have a contract on one. As far as traffic on Murrells Inlet Rd. I travel that road to wacca wache marina almost everyday with no problems, also I have never seen more than a few cars at the 4-way stop. We love our neighborhood and have a doctor office in it that we use, we have the restaurants that we walk to, and feel that growth to the community is a very positive thing for everyone. We are glad to see the number of units have gone down to 34 from 60 and feel that you (the county) will enforce all codes and this will be a beautiful project and hopefully increase our property values.

Thank you for your time
Mark and Cindy Yarborough.
843-307-2139
Sent from my iPhone

Tiffany Coleman

From: Shanna Powers <shanna.powers@budbeach.com>
Sent: Thursday, June 21, 2018 4:31 PM
To: Tiffany Coleman
Subject: Case MAJ-5-18-20602
Attachments: 60 Unit Petition - Now 34 Units.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please find attached the petition against the 34 townhouse development, case number MAJ-5-18-20602. This petition originally started against the 60 unit development but all comments and concerns remain the same. Since the petition was last submitted to you it has gained 220 signatures (in bold) for a total of 774. Please consider adding this to the packet for tonight's meeting.

I am unable to attend the meeting tonight because I do not have childcare for my two year old. Please know I am against the multi-family development for many reasons but adding more traffic to Murrells Inlet Road terrifies me. Not only is the road in desperate need of repairs, I constantly see cars speeding down Murrells Inlet Road. There have been numerous times I have seen cars blow through the four-way stop at Macklen Avenue. Adding 112 more vehicles will only increase the problems. There are many other concerns the committee will hear tonight but the safety of my daughter is first and foremost for me.

I do apologize for the late email, as I had hoped to attend the meeting tonight.

Thank you,

Shanna Powers
630 Crystal Lane
Murrells Inlet

STOP the 60 Unit Development Petition - NOW 34 Townhouses WITH Access to Murrells Inlet Road

AS OF 3:30pm June 21, 2018

	Name	Signed On	Comment
1	Ada Boone	2/8/2018	
2	Adam Wiszman	2/4/2018	
3	Adele Hewitt	2/3/2018	
4	Adrian Jacobs	2/8/2018	
5	Adrienne Lee	2/6/2018	
6	Alan Mcknight	2/6/2018	
7	Alan Wood	2/6/2018	
8	Albert Kohut	2/6/2018	
9	Alex Musgrove	2/6/2018	
10	Alex Williams	6/14/2018	
11	Alexandra Greer	2/3/2018	
12	Alexandra Torres	2/4/2018	
13	Alexis Cook	2/3/2018	
14	Alice Phillips	2/3/2018	
15	Allie Cooper	2/8/2018	
16	Allison Zensky	2/6/2018	
17	Amanda Gelger	4/13/2018	
18	Amanda McClure	2/3/2018	
19	Amanda Ricken	2/6/2018	
20	Amani Minja	2/4/2018	
21	Amber papst	2/6/2018	
22	amber Vereen	2/6/2018	
23	Amy Adams	2/6/2018	
24	Amy Frock	2/6/2018	
25	Amy Holley	2/3/2018	
26	Amy Lankford	2/8/2018	
27	Ana Graham	2/10/2018	
28	Andrea Giammalvo	2/8/2018	keep this area pristine and authentic...PLEASE
29	Andrea Purvis	2/28/2018	
30	Andrea Towles	3/5/2018	
31	Andrew Bliss	3/12/2018	Have you seen the roads around the proposed site? They barely support the traffic now. With the growth of the Marshwalk a multi family unit of this size is out of place and will detract from the appeal of the area.
32	Andrew Work	2/6/2018	
33	Angela Giorgi	2/3/2018	
34	Angela Martin	2/23/2018	
35	ANGELITO AGCAOILI	2/4/2018	
36	Angelo Gamache	2/12/2018	
37	Angie Thomas	2/4/2018	
38	anita johnson	2/3/2018	
39	Anna Burroughs	2/4/2018	
40	Anna Roberts	2/5/2018	
41	Anna Russell	2/3/2018	
42	Anne Clark	2/6/2018	
43	Annie Burris	2/8/2018	
44	Annie Yunginger	2/6/2018	
45	anonymous anonymous	2/3/2018	
46	Arlene Degges	2/4/2018	
47	Ashleigh Burdett	2/8/2018	
48	Ashley Brown	2/3/2018	
49	Ashley Owens	2/5/2018	
50	Ashraf El-Gharby	2/3/2018	
51	Austin Fullwood	2/6/2018	
52	B Bacot	2/6/2018	
53	B Bellamy	2/4/2018	
54	BA Barrineau	2/3/2018	
55	Barb Royal	3/2/2018	
56	barbara forbes	2/7/2018	
57	Barbara Theodoris	2/8/2018	
58	Barry Howard	2/5/2018	
59	Baxter Williams	2/4/2018	
60	Bella Ammons	2/6/2018	
61	Ben Detzler	2/3/2018	
62	Bernadette Carrk	2/3/2018	
63	Bernard Reynolds	2/6/2018	
64	Beth Calhoun	2/4/2018	
65	Beth Cooper	2/3/2018	
66	Beth Edmonds	2/4/2018	
67	Betsy Gelardi	2/15/2018	
68	Beverly Fumando	2/3/2018	

STOP the 60 Unit Development Petition - NOW 34 Townhouses WITH Access to Murrells Inlet Road

AS OF 3:30pm June 21, 2018

Name	Signed On	Comment
69 Bil Krauss	2/6/2018	
70 Bill hills	2/4/2018	The project does not conform to the neighborhood.
71 Bill VonSlep	2/7/2018	
72 Billy Canada	2/6/2018	
73 Billy Heustess	2/6/2018	
74 Bobbie Wright	2/7/2018	
75 Bobby Oakley	2/7/2018	
76 Bobby Streett	2/3/2018	
77 Bonnie Huggins	2/8/2018	
78 Bonnie Mike	3/2/2018	
79 Bradley Parker	2/3/2018	
80 Brandi Graham	2/3/2018	
81 Brandi Sproul	2/4/2018	
82 Brandon Ellis	2/7/2018	
83 Brandon Wells	2/3/2018	
84 Brenda Choi	2/4/2018	
85 Brenda Gray	2/3/2018	I am a property owner here and this type of development is just not what we want or need. It will negatively impact us in so many ways!
86 Brett Griffith	2/6/2018	
87 Briana Knight	2/6/2018	
88 Brianne Miller	2/5/2018	
89 Brittany Gurreri	3/10/2018	
90 Brittany Thomason	2/3/2018	
91 Bruce Gustafson Jr	2/8/2018	Murrells Inlet needs to be protected. A development like this will simply destroy the "mom and pop" feel of this little fishing town. I've lived and fished MI for over 20+ years. The rate in which MI has already grown is heartbreaking. However, it still maintains its great status and feel. Bringing another multi unit housing development close to the water front will be the straw that broke the camel's back, so to speak. It will quickly feel more like North Myrtle Beach and destroy the beauty and feel that folks know as Murrells Inlet. As the area of the 843 grows at a rapid pace, I understand the need and want for the housing. The vibes of this town are so great that, more and more people flock to the water front every year. It does not mean they need a vacation home, retirement home, or residence, waterfront. MI Inlet is bigger than that. 707 is widening, and has plenty of land. Perfect place for more track homes or apartments.
92 Bruce Roberts	2/6/2018	
93 Bryan Claud	2/6/2018	
94 Bryan Longtine	2/6/2018	
95 Brynne Mesimer	2/5/2018	
96 Burton Dixon	2/6/2018	
97 Caitlin Marcis	2/9/2018	
98 Caitlyn Tri	2/7/2018	
99 Caleb Sexton	2/6/2018	
100 Calli Pope	2/3/2018	
101 Candice Rakauskas	2/4/2018	
102 Candice Schwartz	2/3/2018	
103 Capt Jerry Condenzio jr.	2/9/2018	
104 Carina Furr	2/5/2018	
105 Carl Cinardo	2/5/2018	
106 Carley Hitzelberger	2/4/2018	
107 Carley Kunzer	2/6/2018	
108 Carol Lindenwald	2/8/2018	Murrells Inlet is a "quaint little village," but with high rise/rental units going up, both the quaint and the little will both be obliterated along with the trees, and then the whole character and uniqueness of the inlet will no longer be relevant. We'll be just another spot in the road. We have to stick together and fight for the integrity of the Inlet's heritage.
109 Carol Powr9	2/4/2018	
110 Caroline Lankford	2/9/2018	
111 Carolyn Bullington	3/1/2018	
112 Carolyn Robertson	3/2/2018	
113 Carolyn Russ	2/3/2018	
114 Carrie Gilleland	2/8/2018	
115 Cath Tourluks	2/6/2018	
116 Catherine Frembling-Murray	2/9/2018	
117 Catherine Girt	2/6/2018	
118 Catherine Tysinger	2/6/2018	
119 Cathy Brenn	2/8/2018	
120 Celia Ardis	2/10/2018	
121 Chapell Evans	2/6/2018	
122 Charles Campbell	2/6/2018	The opposition to this travesty is overwhelming and rightfully so. It simply does not belong in this beautiful, tree lined neighborhood.
123 Charles Harrison	2/4/2018	
124 Charles Mize	2/6/2018	

STOP the 60 Unit Development Petition - NOW 34 Townhouses WITH Access to Murrells Inlet Road

AS OF 3:30pm June 21, 2018

Name	Signed On	Comment
125 Charles Smith	3/11/2018	
126 Charles Stenner	2/9/2018	
127 Charlie Cusick	2/3/2018	
128 Charlie Werner	2/6/2018	
129 Charlotte Moore	2/6/2018	
130 Charlotte Parnell	2/3/2018	
131 cheryl ellefson	2/14/2018	
132 Chris C	2/11/2018	
133 Chris Humphries	2/3/2018	
134 Chris Olson	2/6/2018	
135 Chris Smith	2/9/2018	
136 Chrissy Harris	2/3/2018	
137 Christie Karavan	2/7/2018	
138 christina carlson	2/7/2018	
139 Christina Straight	2/3/2018	
140 Christine Vernon	2/3/2018	
141 Christopher Barnes	2/6/2018	
142 Christopher Eddy	2/6/2018	
143 Christopher S. Heppenstall	2/7/2018	
144 Cindy Bindner	2/16/2018	Want to keep Murrells Inlet The quaint village that it is so sad what development has done to Pawleys Island really don't want to see that happen to Murrells Inlet Let's be smart and keep some places authentic!
145 Cindy Sellers	2/6/2018	
146 Clayton Michael	2/4/2018	
147 Clint Elliott	2/3/2018	
148 Clint Manuel	2/3/2018	
149 Coby Newell	2/6/2018	
150 Cody Prevatte	2/7/2018	
151 Colleen Stephens	2/6/2018	
152 Cooper margie	2/8/2018	
153 Cory Franklin	2/3/2018	
154 Courtney Bond	2/3/2018	
155 Courtney Burgess	2/4/2018	
156 Coyt Duke	2/8/2018	
157 Craig Collins	2/4/2018	
158 Cristi Seay	2/3/2018	Cristi Seay
159 crystal mckenzie	2/6/2018	
160 Cynthia Domes	2/6/2018	
161 Cynthia Thomas	2/6/2018	
162 dale morris	2/10/2018	It is completely outside the character of MI to have multi family housing.
163 Dale Prox Jr	2/3/2018	
164 Dalton Todd	2/5/2018	
165 Dan Caskie	2/6/2018	
166 Dan Harris	2/3/2018	
167 Dan Pinkerton	2/5/2018	
168 Dana Holly Johnston	2/6/2018	
169 Daniel Adams	2/4/2018	
170 Daniel Harrell	2/8/2018	
171 Daniel Learmonth	2/3/2018	
172 Daniel Oberender	2/7/2018	
173 Danielle Moss	2/4/2018	
174 Danielle Petersen	2/8/2018	
175 Danny Callahan	2/3/2018	
176 darlene blakely	4/17/2018	
177 David christian	2/7/2018	
178 David Gilreath	2/7/2018	
179 David Thigpen	2/3/2018	
180 David Westfall	6/13/2018	
181 Deb Gouldin	2/3/2018	As a recent resident of the PI/MI area, I feel this is a bad idea. We had planned to retire in the area. The infrastructure projects are already far behind the needs. Heaven help if there is a need for quick evac from the area! Adding high density housing is the last thing the MI community needs!
182 Debbie Harrison	2/4/2018	
183 Deborah Best	2/3/2018	This does NOT fit into our quaint little village!! Stop with all this dam construction, you're killing the environment!! The inlet cannot handle this!!!
184 Deborah Bowden	2/13/2018	
185 Deborah Hunger	2/6/2018	
186 Deborah MacKenzie	2/7/2018	
187 Deborah Youker	2/3/2018	
188 Debra Burk	2/11/2018	

STOP the 60 Unit Development Petition - NOW 34 Townhouses WITH Access to Murrells Inlet Road

AS OF 3:30pm June 21, 2018

	Name	Signed On	Comment
189	Debra Ficklin	2/8/2018	
		6/17/2018	
190	Debra Polizzano	2/7/2018	
191	DEBRA RANNO	2/6/2018	
192	Dee Ann Christmas	2/5/2018	
193	Del Risor	2/9/2018	
194	Denise Chambers	2/11/2018	Murrells Inlet should be kept a seacoast town. The tourists love the small town charm. High rise buildings should not be put in MI.
195	denise kapla	5/2/2018	
196	Denise Perez	2/6/2018	
197	Denise Thigpen	2/3/2018	
198	Dennis Main	2/9/2018	
199	DENNIS RIES	2/14/2018	
200	Dennis Wilczewski	2/3/2018	
201	Diane Costello	2/6/2018	
202	Diane Pekarcik	3/2/2018	
203	dina carney	2/6/2018	Overcrowded already..leave some land for us to enjoy
204	Don Stratton	2/3/2018	Don Stratton
205	Donna Caskie	2/7/2018	
206	Donna Heck	2/4/2018	
207	Donna Millen	2/7/2018	
208	Donna Pierce	2/9/2018	
209	Donna Taxter	2/6/2018	
210	Douglas Morris	2/3/2018	
211	Douglas Morris	2/6/2018	
212	Drayton Lassen	2/5/2018	
213	Dreme White	2/4/2018	
214	Dustin Ashenfelder	2/8/2018	
215	Earl H. Conrad	2/6/2018	
216	Ed Black	2/6/2018	
217	Ed Smith	2/10/2018	
218	Edward Krull	3/4/2018	
219	elaine hannon	2/14/2018	
220	Elaine Jason	5/2/2018	
221	Elayne Powers	2/7/2018	Murrells Inlet is a lovely quaint and quiet creek side area filled with beautiful trees. Residents settled here for just this reason and share it with seasonal guests. It would be sad if this serene place was ruined by some thing that the info structure won't support.
222	Eliza Darden	2/4/2018	
223	Elizabeth Counts	2/4/2018	
224	Elizabeth Dvorsak	3/1/2018	
225	Elizabeth Shubin	2/3/2018	I support following guidelines put in place to preserve areas and control growth.
226	Elizabeth vanderwiele	2/6/2018	
227	Emeline Jordan	2/3/2018	
228	Emily Horton	2/3/2018	
229	Emily Poland	2/3/2018	
230	Emily Stevenson	2/6/2018	
231	Empie Gasque	2/6/2018	
232	Eric Camehl	2/6/2018	
233	Eric Dittenhafer	2/11/2018	
234	Erica Boyd	2/8/2018	
235	Erik Lundquist	2/6/2018	
236	Erin Graham	2/3/2018	
237	erin volkman	2/4/2018	
238	Eugenia Burrows	2/13/2018	
239	FAVOR DIVINE	2/5/2018	
240	Forrest Hennis	2/4/2018	
241	Francis Sauvageau	2/15/2018	
242	Franki Day	2/6/2018	
243	Franklin Smith	2/3/2018	
244	Gary Short	2/3/2018	
245	Gary Weinreich	2/15/2018	
246	Genifer Hartmann	2/3/2018	
247	George Fain	2/4/2018	
248	George Pittman	2/8/2018	
249	George Porzuc	2/11/2018	
250	Georgia Sexton	2/6/2018	
251	Gerald Luterek	2/3/2018	
252	Gilbert Enzor	2/4/2018	
253	Gilda Rotz	2/6/2018	

STOP the 60 Unit Development Petition - NOW 34 Townhouses WITH Access to Murrells Inlet Road

AS OF 3:30pm June 21, 2018

Name	Signed On	Comment
254 Glenda Ivey	2/3/2018	
255 Glenn Ammons	2/6/2018	
256 Glenn Marple	2/3/2018	
257 Gloria Morris	2/14/2018	
258 Gray Roper	2/6/2018	
259 Greg Bender	2/3/2018	
260 Greg Berger	2/6/2018	
261 Greg Bryson	2/9/2018	
262 Greg Calvert	2/6/2018	The infrastructure will not support this overdevelopment.
263 Greg McCormick	2/6/2018	
264 Greg Williams	2/7/2018	
265 Greg Winesette	2/5/2018	
266 Grenville Seibels	2/5/2018	
267 Greta Morgan	2/6/2018	
268 Guiseppe Paparo	2/6/2018	
269 Haley Ammons	2/7/2018	
270 Hannah Burkhardt	2/9/2018	
271 Hanne Rolles	2/6/2018	not all vacant land needs to be occupied, keep the scenic views of nature, there's enough homes, shops and restaurants everywhere else. Instead of tearing down trees to build new home why not just fix up old homes that are vacant and reuse that land instead of letting it sit!
272 Harriet Satcher	2/7/2018	
273 Harry Stewart	2/7/2018	
274 Hastings Hensel	2/8/2018	A high rise would be a low down Dirty shame. Keep Murrells Inlet crabby and weird. And fix a pothole or two on MI road instead?
275 Heather Harvey	2/6/2018	
276 Heather Johnson	2/6/2018	
277 Heathet Welch	2/7/2018	
278 Hector Garcia Alvarez	2/3/2018	
279 Heith Moore	3/1/2018	
280 Hilda Madrigal	2/3/2018	
281 Holland Carley	2/7/2018	
282 Holly Knight	2/4/2018	
283 Holly Lavoie	2/6/2018	
284 Howard Saltsberg	2/8/2018	
285 Hunter Smith	2/6/2018	
286 Ian Mcknight	4/7/2018	
287 Idalillian Florence	2/4/2018	
288 irene gamache	2/12/2018	It's changing very quickly
289 Isla Hughes	2/3/2018	
290 Jackie Lemons	2/8/2018	
291 jacob mills	2/6/2018	this is murrells Inlet not Shit hole myrtle beach, all you builders trying to maximize your profits need to go somewhere else just like the condos they are putting up between Wesley rd. and wachesaw rd. total b.s. hopefully a sinkhole occurs and sucks them all in. murrells Inlet is a small town and needs to stay that way so if you weren't born around here then get out of here
292 Jacqueline Kalopitas	2/6/2018	
293 Jada Vanderlip	2/8/2018	
294 Jake Walker	2/6/2018	
295 James Brown	3/6/2018	
296 James Caratenuto	3/14/2018	It's already a crowded little. The quality of life for friends and colleagues would diminish greatly if this project moved forward.
297 James Deaton	2/6/2018	
298 james easley	2/4/2018	
299 James Hammond	2/7/2018	
300 James Proietti	2/7/2018	
301 James Thomas	2/7/2018	
302 Jamie pierce	4/8/2018	
303 Jan Vidmar	2/9/2018	
304 Janai Kidd	2/3/2018	
305 Jane Perkins	2/4/2018	David and myself vote to drop the 60 unit development..we will contribute but do not put our cc out there..if a check is ok..we'll contribute..see you Wed.
306 Janee Fallis	2/6/2018	
307 Jared Driggers	6/13/2018	Don't box the neck
308 jasmine quinones	2/3/2018	
309 Jason Wash	2/7/2018	
310 Jay Park	2/3/2018	
311 Jay Stearman	2/4/2018	
312 Jean Morris	2/5/2018	helping
313 Jeana Meijer	3/2/2018	
314 Jeanette Chaiyakam	2/4/2018	

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Name	Signed On	Comment
315 Jeanette Phillips	2/7/2018	
316 Jeannette Veillard	6/15/2018	
317 Jeannie Morris	2/9/2018	
318 Jed Bohler	2/7/2018	
Jeff Murray	2/6/2018	This project is NOT in the best interest of the community! We are a quaint village and lets keep it that way. I am not against development, how about 20 1/4 acre lots for single family houses. that is a community project and we would welcome our new permanent members to the community. I don't think this is in the Community's best interest at all. We are a quaint village and it should be kept that way, NO Apartment Complex's!!!! Crime, litter, traffic and folks who don't care about the quality of life in the Inlet. Why cant they put say 15 single family houses on the property, that way family's move in that Care about the community and way of life in the Inlet...
	2/7/2018	I urge everyone to contact John Thomas Georgetown Town Councilman concerning this issue. We must be heard!
	2/9/2018	Kudos to John Thomas on getting a deferral by the Planning Commission on this nightmare to the Inlet! I feel John is our best bet to Stop this project and has the Inlets best interest in mind! THANK YOU JOHN!!!!!!!!!!!!!!!!!!!!!!
319	2/9/2018	
320 Jenifer Lurcock	2/11/2018	
321 Jenn Merrell	2/6/2018	
322 Jennifer Alderson	2/7/2018	
323 Jennifer Martin	2/3/2018	
324 Jennifer Nesbitt	2/9/2018	
325 Jennifer Noffsinger	2/8/2018	
326 Jennifer Thomas	2/7/2018	
327 Jennifer turner	2/6/2018	
328 Jenny Pena	2/3/2018	
329 Jeremiah Kelleher	2/6/2018	
330 jeremie baughan	2/4/2018	Dropping an apartment complex into the middle of a well established neighborhood is a bad idea.
331 Jeremy Clark	2/9/2018	
332 Jeremy Ryals	2/6/2018	
333 Jerry Marcum	3/2/2018	
334 Jessi Smith	2/3/2018	
335 Jessica Goolsby	2/3/2018	
336 Jessica Mueller	2/3/2018	
337 Jessica Yocum	2/5/2018	
338 Jill Bigelow	2/23/2018	
339 Jill Caines	2/14/2018	
340 Jim Henderson	2/9/2018	
341 Jim McGregor	2/11/2018	
342 Jimmy Hawfield	2/13/2018	
343 Joan Kahny	2/7/2018	Joan Kahny
344 Joann Digennaro	3/1/2018	
345 Joann Flowers	2/6/2018	
346 Joe Dinan	2/7/2018	
347 Joel Smith	2/6/2018	
348 Joelle Baker	2/6/2018	I don't live in this general area but Murrells Inlet does not need any more apartments/condos. Crime, traffic, litter all that follows the rentals.
349 John Bradley	2/8/2018	
350 John Braswell	2/8/2018	
351 John Campbell	2/6/2018	
352 John Champion	2/8/2018	
353 John Dabrowski	2/6/2018	
354 John Moure'	2/7/2018	
355 John Sauer	2/14/2018	
356 John Sullivan	2/8/2018	
357 John TINKER	2/9/2018	
358 Johnnie Cooper	2/6/2018	
359 Johnny Hayes	2/3/2018	
360 Johnson Patty	2/6/2018	
361 Jolon Dann	5/2/2018	
362 Jon Roe	2/13/2018	
363 Jonathan Boyne	4/17/2018	
364 Jonathan Pace	2/8/2018	
365 Jonica Boland	2/4/2018	
366 Jordan Duke	2/8/2018	
367 Jorge Vazquez	2/10/2018	
368 Joseph Dunaway	2/3/2018	
369 Joseph Judge	2/4/2018	
370 Joseph Whitacre	2/7/2018	
371 Joyce Jockers	3/3/2018	

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Name	Signed On	Comment
372 JR Bell	2/6/2018	
373 Judith Johnson	3/1/2018	
374 Judith King	2/8/2018	
375 Judson Hendrick	2/4/2018	Because Matt is my friend and he's right enough is enough
376 Judy Anderson	2/7/2018	Murrells Inlet is perfect just as it is, don't mess it up!
377 Judy Springs	2/7/2018	
378 Julia Nichols	2/5/2018	
379 Juliana Perez	2/4/2018	I live in the area that would be directly negatively effected by this proposed development. This is an established, single family neighborhood that does not want, nor can it handle this type on density development
380 Julie Hentz	2/8/2018	It is a single family home area
381 Julie Romano	2/7/2018	
382 Kara Cribb	2/9/2018	MI is already over populated which you know if you drive to work there. And adding a building like this is just asking for trouble!
383 Kara Sitnik	2/6/2018	
384 Karen Main	2/9/2018	
385 Karen Reynolds	2/6/2018	
386 Karen Smith	2/7/2018	
387 Karen Walker	2/6/2018	
388 Karin Brown	2/7/2018	
389 Karla Strickland	2/3/2018	
390 Karyn Brinkley	2/7/2018	
391 Katelynn Hine	2/6/2018	
392 Katharine Ogburn	2/6/2018	
393 Katherine Edge	2/5/2018	
394 Katherine Phoebeus	3/6/2018	
395 Kathleen Brady	3/2/2018	
396 Kathleen darcy	2/7/2018	
397 Kathryn Mahar	2/7/2018	
398 Kathryn Siemen	2/6/2018	
399 Kathy Gasque	2/6/2018	
400 Kathy Wilkinson	2/8/2018	
401 Katie Beauregard	2/8/2018	
402 Katie Fisher	2/8/2018	
403 Kay Latimer	2/9/2018	
404 Kayla Gilmore	2/7/2018	
405 Kaylee Pichlesimer	2/6/2018	
406 Keith Butler	2/8/2018	
407 Keith Joye	3/1/2018	
408 Keith Lyons	2/3/2018	
409 Kellie Trimble	2/7/2018	
410 kelly catoe	2/7/2018	
411 Kelly Dishong	2/4/2018	Murrells inlet is already big enough;) no room...sorry!
412 Kelly Haire	2/6/2018	
413 Kelly Pagan	2/3/2018	
414 Kelly Shirley	2/3/2018	
415 Ken Moore	2/8/2018	This is not the area for a development of that type as it will not ensure preservation of critical areas nor will it be compatible with existing development.
416 Kenly Mckoy	2/7/2018	
417 Kenneth Vernon	3/1/2018	
418 Kerina Riley	2/5/2018	
419 Kerri Mellott	3/6/2018	One of the reasons I love living here in the Lowcountry is the small-town feel. Let's keep this little piece of paradise a secret!
420 Kevin Bowden	2/4/2018	
421 Kevin Lassen	2/5/2018	
422 Kim Cauthen	2/4/2018	
423 Kim Chandler	2/8/2018	
424 Kim Hunsucker	2/4/2018	
425 Kim McCutchen	2/5/2018	
426 kim saunders	2/6/2018	
427 Kim Tindall	2/3/2018	
428 Kimberly Byrnes	2/7/2018	
429 Kimi Glover	2/3/2018	
430 Kinlea Hensel	2/8/2018	
431 Kirsten Carson	2/3/2018	
432 Kjersti Pratt	2/6/2018	
433 Kristen Headley-Black	2/7/2018	This project is not for this space. Simple single family homes would blend with what is already there.
434 Kristen Miller	2/3/2018	
435 Kristen West	2/7/2018	

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	Name	Signed On	Comment
436	Kristin courtney	2/3/2018	
437	Kristin Harmon	2/6/2018	
438	Kristin Pulido	2/4/2018	
439	Kristopher Quate	2/7/2018	
440	Kristy Burch	2/6/2018	
441	Kristy Frazier	3/6/2018	Decreased property values
442	kristy pellicci	2/6/2018	
443	Kyzer Griffin	2/6/2018	
444	Lacy Perry	2/3/2018	
445	Larry Gallacher	2/7/2018	
446	Laura Cinardo	2/5/2018	
447	Laura Edwards	2/6/2018	
448	Laura Wood	2/5/2018	
449	Laurel McCall	2/7/2018	
450	Lauren Davila	2/6/2018	
451	Lauren Esquibel	3/2/2018	
452	Lauren Hyman	2/5/2018	
453	Laurie Nink	2/8/2018	
454	Laurie Porter	2/3/2018	
455	Lee Broadway	2/3/2018	
456	LEGRANTA WALKER	2/4/2018	
457	Leigh Ann Marple	2/5/2018	This is not the spirit of the Inlet
458	Levi Walls	2/8/2018	
459	Lexi Flores	2/7/2018	
460	Lily Aguruso	3/2/2018	
461	Linda Mchugh	3/6/2018	
462	Linda Reynolds	2/6/2018	
463	Linda Riccio	3/19/2018	
464	Linda Thurman	2/8/2018	
465	Linda Turner	2/3/2018	
466	Lindsey Z.	2/3/2018	
467	Lisa Aglietti	2/6/2018	
468	Lisa Green	4/19/2018	
469	Lisa Sellers	2/3/2018	
470	Lisa Staten	2/6/2018	
471	Lisa Watts	2/4/2018	
472	Lisa Webb	2/6/2018	
473	Liz Sabia	2/6/2018	
474	Logan Barnes	2/6/2018	
475	Lois Ann Amato	2/6/2018	Georgetown County has to be smarter with their Master Plan.
476	Loren Nixon	2/6/2018	
477	Lorenzo Maldonado	3/3/2018	
478	Lori Brown	2/8/2018	
479	Lori Copman	2/7/2018	
480	Lori Tadlock-Taylor	2/4/2018	I've lived in MI my entire life. It is becoming overwhelmed with new housing and this project is simply not acceptable in preserving our community. Since the Zoning Ordinance states, "high density projects should be designed to insure preservation of the critical areas, to be compatible with the existing development...">>>this development is not compatible & I don't see how they can develop this anyway. This needs to be stopped! The developers of Riverwood Apartments promised to build a wall along Bellamy Avenue to block that complex from the Bellamy Woods homes. Many went to the meetings including my father who gave his firm demand on this wall or no apartment complex. They promised...the apartment complex was built...but.. As of today, there has not been a wall built and many of these neighbors come down our street to throw cat food out to draw the raccoons down to our area. The racoons get on our houses. We confront these apartment residents and they get mean with us. My mother has
481	Lori Trimble	2/7/2018	
482	Lorraine Ryan	2/8/2018	No high rises in MURRELLS Inlet. It would be an eyesore to our quaint little town. We are a quaint community. We do not want to see MI turned in to NYC. Murrells Inlet is a quaint little town with beautiful marsh views and wonderful restaurants. We want to keep it that way. We do not want our little town to look like NYC with high rise buildings.
483	Louis Jorel	2/4/2018	
484	Louise Smith	2/3/2018	
485	LuAnna Harrelson	2/3/2018	
486	LuAnne Elliott	3/6/2018	
487	Lucy Odowd	4/4/2018	
488	Lyle Brock	2/13/2018	
489	Lyn Reeves	2/4/2018	
490	lynette lane	2/5/2018	
491	Lynn Foster	2/4/2018	
492	Lynn Munn	2/8/2018	

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Name	Signed On	Comment
493 Lyric Graham	2/6/2018	
494 Mack Smith	2/6/2018	
495 MacKenzie Simpson	2/7/2018	
496 Maddie Minor	2/3/2018	
497 Madeline Hambeger	2/7/2018	
498 Madelyn Cooper	2/9/2018	
499 Marce Singleton	2/5/2018	
500 Marcella Showalter	2/4/2018	
501 Marcia Hansen-McCauley	2/6/2018	
502 Margaret Manucy	2/9/2018	
503 Margaret Pietroforte	3/6/2018	
504 Margaret Rogers	2/6/2018	
505 margaret romanelli	4/14/2018	
506 Marian Haselden	2/15/2018	
507 Marian Webber	2/8/2018	
508 Maribeth Gerhardt	2/3/2018	We need this to be stopped
509 Marie Curtis	2/7/2018	
510 Mario Vignone	2/6/2018	I think we could do with out the Apartments. Basically the area are single family homes and we like it that way. Traffic is already an issue and do not need to add to that.
511 Mark Montanaro	2/6/2018	
512 Mark Scott	2/6/2018	
513 Mark Yarborough	2/3/2018	
514 markey mossman	2/7/2018	
515 Marla Henderson	2/7/2018	
516 Marley Kennedy	2/4/2018	Please go somewhere else. This area is over developed enough in the last 10 years.
517 Marodith Elliott	2/3/2018	
518 Marshall Nowak	2/3/2018	
519 martha culler	2/7/2018	
520 Mary Beth Bombardieri	2/3/2018	
521 Mary Darcy	2/6/2018	
522 Mary K. Campbell	2/7/2018	
523 Mary Thompson	2/8/2018	
524 Marybeth Johanson	2/7/2018	
525 Mary-Madison Prevatte	2/3/2018	
526 Mason Sisk	2/6/2018	
527 matt dellinger	2/3/2018	
528 Matt Wright	2/5/2018	
529 Matthew Cook	2/3/2018	
530 Matthew Haselden	2/3/2018	
531 Maureen Atkinson	2/10/2018	
532 Maurice McNamara	2/7/2018	
533 Megan Haselden	2/15/2018	
534 Meghan Barnes	2/4/2018	
535 Meghan Williams	2/6/2018	
536 Melanie Lawrimore	2/7/2018	
537 Melanie Reese	2/7/2018	Absolutely does NOT belong there!! You will ruin what's special about Murrells Inlet!! DO NOT DO THIS
538 Melissa Bennett	2/3/2018	
539 Melissa Carter	2/6/2018	
540 Melissa Ries	2/14/2018	
541 Melissa S	3/2/2018	
542 Michael Ashe	6/13/2018	
543 Michael Brady	2/6/2018	
544 Michael Castengera	3/1/2018	
545 Michael DiVirgilio	2/9/2018	
546 michael nagle	2/8/2018	Too much traffic.
547 Michael Sabia	2/4/2018	I own a home in Murrells Inlet and do not feel this fits in with our area and detracts front he single story homes!
548 Michael Simpson	2/7/2018	
549 Michael Trimble	2/7/2018	
550 Michael Weltner	2/7/2018	
551 Michele Roberts	2/7/2018	That entire area is too overdeveloped, too noisy and too overrun with traffic. This will only exacerbate an already horrible situation. No more development!
552 Michelle Bender	2/3/2018	
553 Michelle McDonald	2/3/2018	
554 michelle Summers	2/6/2018	The inlet is overly congested with traffic on business 17 already and the trees act as a barrier to road noise from 17 bypass during the summer months.
555 Mike Chambers	3/1/2018	
556 Mike Johnson	2/3/2018	
557 Mike Rearden	2/3/2018	

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	Name	Signed On	Comment
558	Millie Dixon	2/4/2018	
559	Mo Hoff	2/11/2018	
560	Molly Thompson	2/15/2018	
561	Monika Seidl	2/7/2018	
562	Morgan Elvis	2/16/2018	
563	Myles Kent	5/26/2018	
564	Myra Levine	2/7/2018	
565	Nancy Ballie	3/2/2018	
566	Nancy Garner	2/3/2018	
567	Nancy Holloman	2/3/2018	
568	Nancy Siau	2/7/2018	Please protect what we love about Murrells Inlet. This 60 unit development is not in keeping with community! Our roads are busy enough - especially Murrells Inlet Road.
569	Nathan Jacobs	2/8/2018	
570	Nathan Lowery	2/4/2018	
571	Nell Ciaccio	2/11/2018	
572	Nicholas Caputo	2/4/2018	
573	Nicole Frazier	2/6/2018	
574	Nicole McLain	2/3/2018	
575	Nicole Meck	2/7/2018	
576	Nicole Mickiewicz	2/3/2018	
577	Nikola Faust	2/6/2018	
578	Nolan Brewster	2/6/2018	
579	Olivia Cox	2/6/2018	
580	Olivia Cronos	2/6/2018	
581	Oscar Leroy	2/7/2018	
582	Paige Jorgensen	3/1/2018	
583	Pamela Fine	2/7/2018	Murrells Inlet need's natural areas to support wild life and support the Inlet itself ..the run off and exteme trash are major concerns ..I say no
584	Pamela Singletary	2/6/2018	
585	Pamela Thompson	2/9/2018	
586	Patricia Hunt	2/8/2018	
587	Patricia Parris	2/3/2018	
588	patrician Martin	2/6/2018	
589	Patrick Coppinger	2/6/2018	
590	Patrick Kelly	2/8/2018	
591	Patrick Smith	2/3/2018	
592	Patti Conrad	2/5/2018	
593	Patty Rogers	2/6/2018	
594	paul m hasenfuss jr	2/10/2018	
595	Paulette MacNeil	2/7/2018	The infrastructure will not support this overdevelopment
596	Peggy Smith	2/3/2018	
597	penny Burkhart	3/6/2018	
598	Penny Fair	2/6/2018	
599	Peta Dabrowski	2/6/2018	
600	Pete Tysinger	2/6/2018	
601	peter cikesh	2/6/2018	
602	Philip Sanders	2/3/2018	
603	Phill McNelis	2/7/2018	
604	R. S.	2/6/2018	
605	Rachael Griggs	2/3/2018	
606	Rachel Rhodes	2/3/2018	
607	RAJEN SHAH	2/3/2018	
608	Ramona Rollins	2/3/2018	
609	Rebecca Martin	2/8/2018	
610	Rebekka Poe	3/3/2018	
611	regina kershner	3/2/2018	
612	Renee Hudkins	2/14/2018	
613	Rianne Thomas	2/3/2018	
614	Richard Cabaniss	2/4/2018	
615	Richard Edwards	2/3/2018	
616	Richard Goettel	2/4/2018	
617	Richard Hollifield	2/6/2018	
618	Richard Moore	2/6/2018	
619	Richard Smith	2/7/2018	

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	Name	Signed On	Comment
620	Rikki Doudican	2/3/2018	
621	Rita Edge	2/3/2018	
622	Robby Parker	2/8/2018	I have lived in this nice quiet community of Murrells Inlet for well over 30 years! Sadly have already seen much of the natural beauty destroyed. Already one area destroyed is the Wesley Road area. The large cheaply construction of the apartments is already wiped out the many many live oaks. The noise already destroying much of the peacefulness once found in that area. The group of construction workers building there are almost all Hispanic. Trash and debris litters the roadside and longtime residents yards due to the "Concrete Farmers" raping our community with absolutely no respect for its beauty.
623	Robert Frye	2/6/2018	
624	Robert Johnson	2/6/2018	
625	Robert Moseley	2/3/2018	
626	Robert Orr	6/13/2018	
627	Robert Powers	6/13/2018	This Multi Family development does not conform with the surrounding neighborhoods. Letting this many more cars come out on Murrells Inlet Rd is a terrible idea, this will intersect directly with the boat ramp parking lot, and is where all the overflow trucks and trailers are parking. The county is not making them do a traffic study for this project.
628	robert roback	5/1/2018	
629	Robert Smith Jr.	3/22/2018	
630	Robert Thomas	2/8/2018	
631	Roberts Michelle	2/6/2018	
632	Robin Egerter	2/6/2018	
633	Robin Holley	3/6/2018	
634	Robin Matthews	2/9/2018	
635	Roddy Graham	2/6/2018	I worry mostly about the traffic, road degradation, and more flooding in our neighborhood. There are people walking on Murrells Inlet Road 4 of 5 times I drive on it, cars swerving to avoid the pot holes and the even worse condition of the pothole patch work and huge puddles all over the road. Because there are no side walks, people are going to start to be hit more often.
636	Roger Ward	2/6/2018	
637	Ron Huggins	6/16/2018	Presently, Crystal Oaks suffers from draining issues. A forty-one unit development is a guarantee for further draining issues for Crystal lakes. Unless Georgetown County is willing to take on the responsibility of all water drain issues for 41 unit development including Crystal Oaks.....No Deal! No Development. As a builder and developer, my question to Georgetown County pertaining to Crystal Oaks. Who approved this development on the day of completion?
638	Ron Willmann	2/8/2018	
639	Rory Powers	2/3/2018	
640	Rosemary Martin	2/11/2018	
641	Rowdy Smith	2/3/2018	
642	Russell Hughes	2/4/2018	
643	Rusty Elvington	2/6/2018	
644	Ryan Powers	2/3/2018	Zoning requires new development to be consistent with existing development. This proposed 60 unit 3 story high rise is not consistent with the surrounding single family homes surrounding it. Please sign this petition, share with your friends, attend the zoning meeting at the MI community center on 2-7 at 6pm and the Georgetown County Zoning meeting on 2-15 at 5:30pm to let your voice be heard.
645	Ryan Rosier	2/6/2018	
646	Ryan Schubiger	2/6/2018	
647	Sally Herndon	3/2/2018	
648	Sally Stevens	2/14/2018	
649	Samantha Holmes	2/7/2018	
650	Sandra Brandon	2/8/2018	
651	Sandra Harris	2/14/2018	
652	Sandra Martin	2/7/2018	
653	Sandra Parrish	2/6/2018	
654	Sandra Vicary	2/4/2018	
655	Sandy Creel	2/8/2018	
656	Sara W	2/3/2018	
657	Sarah Gany	2/6/2018	
658	sarah gibson	2/4/2018	
659	Sarah Wooden	3/15/2018	
660	sascha elliott	2/6/2018	
661	Savannah Healy	2/7/2018	
662	Scott Bagwill	3/6/2018	
663	Scott Husslein	2/11/2018	
664	Scott Jones	2/7/2018	
665	Seth Funderburk	2/7/2018	The infrastructure in the area is barely capable of handling current development...
666	Shanna Powers	2/3/2018	
667	Shannon Lingle	6/14/2018	Murrells Inlet is not standing behind this!!! Our roads are in desperate need of repair as it is and the roads can NOT handle this traffic!! 34 or 60 we can NOT take big massive communities!
668	Shauna Schubiger	2/6/2018	

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Name	Signed On	Comment
669 Shawn Liberty	2/4/2018	
670 Shea Hasty	2/5/2018	
671 Shelly Hipsley	2/4/2018	
672 Sherri Epperson	2/6/2018	
673 Sherry Tysinger	2/6/2018	
674 Shirley Harrell	2/7/2018	
675 Sira Weaver	2/14/2018	
676 skyla corey	2/8/2018	
677 Sonya Callahan	2/3/2018	
678 Spencer Williams	2/3/2018	
679 Spencer Willis	2/6/2018	
680 Stacey Kriss	2/11/2018	
681 stacy flores	2/6/2018	
682 Stephanie Eliason	2/6/2018	
683 Stephanie Hollister	6/13/2018	
684 Stephanie McCormick	2/6/2018	
685 Stephen Evans	2/9/2018	
686 Stephen Jackson	2/5/2018	
687 Stephen Trimble	2/7/2018	
688 Steve Rilee	2/6/2018	
689 Steve Waters	2/6/2018	
690 Sue Spess	2/15/2018	
691 Susan Armstrong	3/1/2018	I so agree with your comment!
692 Susan Brown	2/5/2018	
693 Susan Frech	2/7/2018	
694 Susan Kelly	2/9/2018	
695 Susan Lewis	2/6/2018	
696 Susan Wallace	2/6/2018	
697 Susannah Courand	2/9/2018	
698 suzanne smith	2/3/2018	
699 Sydney Tillman	2/3/2018	
700 Sydney Vant	2/6/2018	
701 Sydney Vant	2/6/2018	
702 Tami Hessler	3/2/2018	
703 Tara Cooke	2/7/2018	
704 Tara Lahm	2/8/2018	
705 Tara Maixner	2/6/2018	
706 Taylor Dawson	2/3/2018	
707 Taylor Reeves	2/5/2018	
708 Teague Mathews	2/3/2018	
709 Teresa Bishop	2/8/2018	
710 Teresa Puckett	2/8/2018	
711 Teresa Turner	2/9/2018	
712 Teri Edgar	2/3/2018	
713 Terra Rose	2/8/2018	
714 Theresa Green	2/6/2018	
715 Thomas Perez	2/3/2018	It does not fit the community as well as possible. problematic traffic situation created right there with traffic with the boat landing being the fishing community is what Murrells Inlet is founded on and why so many enjoy driving down into. It will damage residential housing rates as well as quality of Inlet life throughout the that area. Simply not something for the Inlet. Okay for the out skirts but not with in the Inlet. It must be stopped. They are trying to turn it into Cherokee NC and let the dollar destroy it!.
716 Thomas Werner	2/6/2018	
717 Tiffani Gardner	2/9/2018	
718 Tim McCoy	2/3/2018	
719 timothy fridsma	2/4/2018	
720 Tina Papst	2/6/2018	
721 Tina Yeager	2/4/2018	
722 Tisha Williams	2/6/2018	
723 Tobias Parker	2/4/2018	The area is overdeveloped as is.
724 Todd Harms	2/5/2018	
725 Tom Smith	2/6/2018	
726 Tommy Tolson	2/5/2018	
727 Tracey Wood	2/3/2018	
728 Tracy Hayes	2/3/2018	
729 Tracy Lambert	2/6/2018	
730 Tracy Pew	2/3/2018	
731 Tracy Royal	2/13/2018	
732 Trainer Ashley McMullen	2/3/2018	
733 travis harrison	2/6/2018	

STOP the 60 Unit Development Petition - NOW 34 Townhouses WITH Access to Murrells Inlet Road

AS OF 3:30pm June 21, 2018

	Name	Signed On	Comment
734	Tresa Scalise	2/3/2018	
735	Trevor Trusty	2/4/2018	
736	trisha anderson	3/1/2018	
737	Trudy Smith	2/6/2018	
738	Uriel Mauricio	2/6/2018	
739	Vanessa Solack	2/10/2018	
740	Vicki Bostick	2/6/2018	
741	Victoria Barlow	2/4/2018	
742	Victoria Keck	2/11/2018	
743	Victoria Stroupe	2/7/2018	
744	Vincent Canfora	2/3/2018	I'm signed by because any further development of the Murrells Inlet area is unwarranted, unnecessary, and unwanted by those who reside there.
745	Vincent Collins	2/8/2018	
746	virginia fields	2/6/2018	
747	warren cooper	2/8/2018	
748	Wendy Howell	2/15/2018	
749	Wendy Hurley	2/6/2018	
750	Wendy Lut	2/3/2018	
751	Wendy Sauvageau	2/15/2018	Traffic is ALREADY a nightmare! There's just no benefit of cramming 60 units in the Inlet. None.
752	Wendye Turner-Louis	2/4/2018	
753	Wes Standish	2/6/2018	
754	Weston Thomas	2/6/2018	
755	Whitney Engstromw	2/6/2018	
756	Whitney Hawley	2/3/2018	
757	Whitney Hewitt	2/3/2018	
758	Whitney Hills	2/4/2018	
759	Will Love	2/6/2018	
760	William Beltram	2/3/2018	
761	William Epperson	2/9/2018	
762	William F Hallett	2/7/2018	
763	William Hewitt	2/3/2018	
764	William loud	2/3/2018	
765	william s johnson jr	3/23/2018	Murrells inlet is a laid back community we don't need all those multi family houses in one small area
766	William Spear	2/7/2018	
767	william summers	2/6/2018	
768	winter turner	2/5/2018	
769	Yolanda Rodriguez	2/4/2018	
770	Zach Peek	2/6/2018	
771	Zach Perry	2/3/2018	
772	Zachary Harris	2/6/2018	
773	Zelda Flores	2/4/2018	
774	Zelda Nichols	3/1/2018	

220 New Signatures Since Submitted

Item Number: 15.c
Meeting Date: 7/24/2018
Item Type: REPORTS TO COUNCIL

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: County Administrator

ISSUE UNDER CONSIDERATION:

Intergovernmental Agreement between the City of Georgetown and Georgetown County pertaining to a Feasibility Study for Addressing Harbor Silting

CURRENT STATUS:

The City and County of Georgetown have engaged in discussion pertaining to a unified effort to work together in engaging Coastal Carolina University to undertake a feasibility study to develop a strategy to overcome Georgetown Harbor silting. An Intergovernmental Agreement between the City of Georgetown and Georgetown County regarding this effort was approved by City Council during the July 12, 2018 regular meeting of Georgetown City Council.

POINTS TO CONSIDER:

The Sampit River has historically been an economic engine for the City and the County of Georgetown. The river flows adjacent to the City of Georgetown commercial harborwalk, the Port of Georgetown, and other commercial, public, and private properties, including docks and marinas.

For various reasons, the Sampit's waterfront loop accumulates silt that does not discharge in any significant way. The navigational channel has significantly shallowed due to silt accumulation.

Waterfront navigability and usability are critically important for the economic and recreational vitality of the City and County for residents, visitors and business owners. The proposed Intergovernmental Agreement outlines the desire of the City and County to work together on this issue, and responsibilities of each entity in undertaking a feasibility study utilizing available legal and financial tools and partnership agreements.

FINANCIAL IMPACT:

The costs of the feasibility study will be shared equally between the City and the County. The estimated cost of the feasibility study is approximately \$85,352.

OPTIONS:

1. Approve and authorize execution of the proposed Intergovernmental Agreement between the City of Georgetown and Georgetown County pertaining to engaging Coastal Carolina University to conduct a feasibility study for options in addressing harbor silting.
2. Do not authorize execution the proposed Intergovernmental Agreement.

STAFF RECOMMENDATIONS:

Recommendation to approve and authorize execution of a proposed Intergovernmental

Agreement between the City of Georgetown and Georgetown County pertaining to engaging Coastal Carolina University to conduct a feasibility study for options for addressing harbor silting.

ATTACHMENTS:

Description	Type
▫ Intergovernmental Agreement between the City of Georgetown and Georgetown County (harbor siting)	Backup Material

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GEORGETOWN AND GEORGETOWN COUNTY**

[FEASIBILITY STUDY FOR ADDRESSING HARBOR SILTING]

This **Intergovernmental Agreement** ("Agreement") is made to be effective by and between the City of Georgetown, ("City"), and County of Georgetown ("County"), both political subdivisions of the State of South Carolina.

WITNESSETH

- WHEREAS, the City and County are authorized to make Agreements of this type; and
- WHEREAS, the Sampit River has historically been an economic engine for the City and the County; and
- WHEREAS, the Sampit River flows adjacent to the City of Georgetown's commercial Harborwalk, the Port of Georgetown in the County, city park property, commercial property, and public, private, and commercial docks and marinas; and
- WHEREAS, in 2013, the City of Georgetown established a Maritime Mooring Field in the Sampit River, "for the benefit of the citizens and the boating community, to encourage safety for the boating public and along the waterfront, and to promote scenic beauty"; and
- WHEREAS, for reasons attributable to nature, a 1949 Army Corps of Engineers shortcut, and environmental factors known and unknown, the Sampit River's waterfront loop accumulates silt that does not discharge in any significant way; and
- WHEREAS, The navigable channel in the waterfront loop has significantly shallowed in recent years due to silt accumulation; and
- WHEREAS, Waterfront navigability and usability are critically important for the economic and recreational vitality of the City and the County for residents, visitors, and business owners; and
- WHEREAS, the City and County wish to engage Coastal Carolina University to undertake a feasibility study to develop a recommended strategy to overcome Georgetown Harbor silting; and
- WHEREAS, The City and County desire to work together to in such a feasibility study utilizing available legal and financial tools and partnership agreements;
- NOW, THEREFORE, in consideration of the mutual promises and commitments herein, the City and County, each intending to be bound, agree as follows:

1. **Feasibility Study**

The parties agree to collaborate together in all aspects of a feasibility study led by Coastal Carolina University to develop a Strategy to overcome Georgetown Harbor silting. The feasibility study is intended to identify a lasting and sustainable solution to address the silting problem in the Sampit River's waterfront loop.

2. **Responsibilities of the City and County**

A. **Support**

This collaboration includes but is not limited to, financial support, planning support, engaging necessary consulting support, accessing available human and other government resources on a local, state, and national level, support for the technical approach for the study, and legal assistance. The parties agree jointly to provide necessary staff and/or financial support for staff. Such staffing may include but not be limited to:

- i. planning
- ii. legal
- iii. administrative
- iv. environmental
- v. engineering
- vi. public works

B. **Collaboration**

Both the City and County agree to cooperate with Coastal Carolina University's team, led by Till J.J. Hanebuth, Ph.D.

C. **Costs**

The City and County agree the costs of the feasibility study will be shared equally. At the time of this Agreement, it is understood the estimated cost for the feasibility study is approximately \$85,352.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.
8. **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.
9. **Governing Law.** This agreement shall be governed by and enforced in accordance with the laws of the state of South Carolina.
10. **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 as of the later date of execution written below.

WITNESSES:

Ann U. Mercer
W. Crosby

CITY OF GEORGETOWN

Brenda M. Bark, Sr.

BY:

ITS: Mayor

DATE: July 12, , 2018

WITNESSES:

COUNTY OF GEORGETOWN

BY: _____

ITS: _____

DATE: _____, 2018

Item Number: 16.a
Meeting Date: 7/24/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Planning / Zoning

ISSUE UNDER CONSIDERATION:

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

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

CURRENT STATUS:

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

POINTS TO CONSIDER:

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

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

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

FINANCIAL IMPACT:

Not applicable

OPTIONS:

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

STAFF RECOMMENDATIONS:

Deferred pending internal review by County Attorney.

ATTORNEY REVIEW:

Yes

ATTACHMENTS:

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2017-23

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

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

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

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

Johnny Morant (SEAL)
Chairman, Georgetown County Council

ATTEST:

Theresa Floyd
Clerk to Council

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

Wesley Bryant
Georgetown County Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____



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

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

APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

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

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

All Applicants must complete SECTION A: APPLICANT INFORMATION

SECTION A: APPLICANT INFORMATION

Property Information:

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

Street Address: 11822 HWY 17 BYPASS

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

Lot / Block / Number: _____

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

Commercial Acreage: _____

Residential Acreage: 0.54

Property Owner of Record:

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

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

Telephone/Fax: 843-357-9888

E-Mail: _____

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

Contact Information:

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

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

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

Agent of Owner:

Name: _____

Address: _____

City / State / Zip Code: _____

Telephone/Fax: _____

E-Mail: _____

Signature of Agent/ Date: _____

Signature of Owner /Date: _____

Adjacent Property Owners Information required:

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

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

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

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

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

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

SECTION B: SETBACK AMENDMENT

Please supply the following information regarding your request:

- List any extraordinary and exceptional conditions pertaining to your particular piece of property. _____

- Do these conditions exists on other properties else where in the PD?

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

Submittal requirements: 12 copies of 11 x 17 plans

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

SECTION C: SIGNAGE AMENDMENT

Reason for amendment request: _____

Number of signs existing currently on site _____

Square footage of existing sign(s) _____

Number of Proposed signs: _____

Square footage of the proposed sign(s) _____

Submittal requirements:

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



SECTION D: SITE PLAN AMENDMENT

Proposed amendment request: PLEASE SEE ATTACHED

Reason for amendment request: PLEASE SEE ATTACHED

Submittal requirements:

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

SECTION D: SITE PLAN AMENDMENT

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

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

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

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

Tiffany Coleman

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

Follow Up Flag: Follow up
Flag Status: Completed

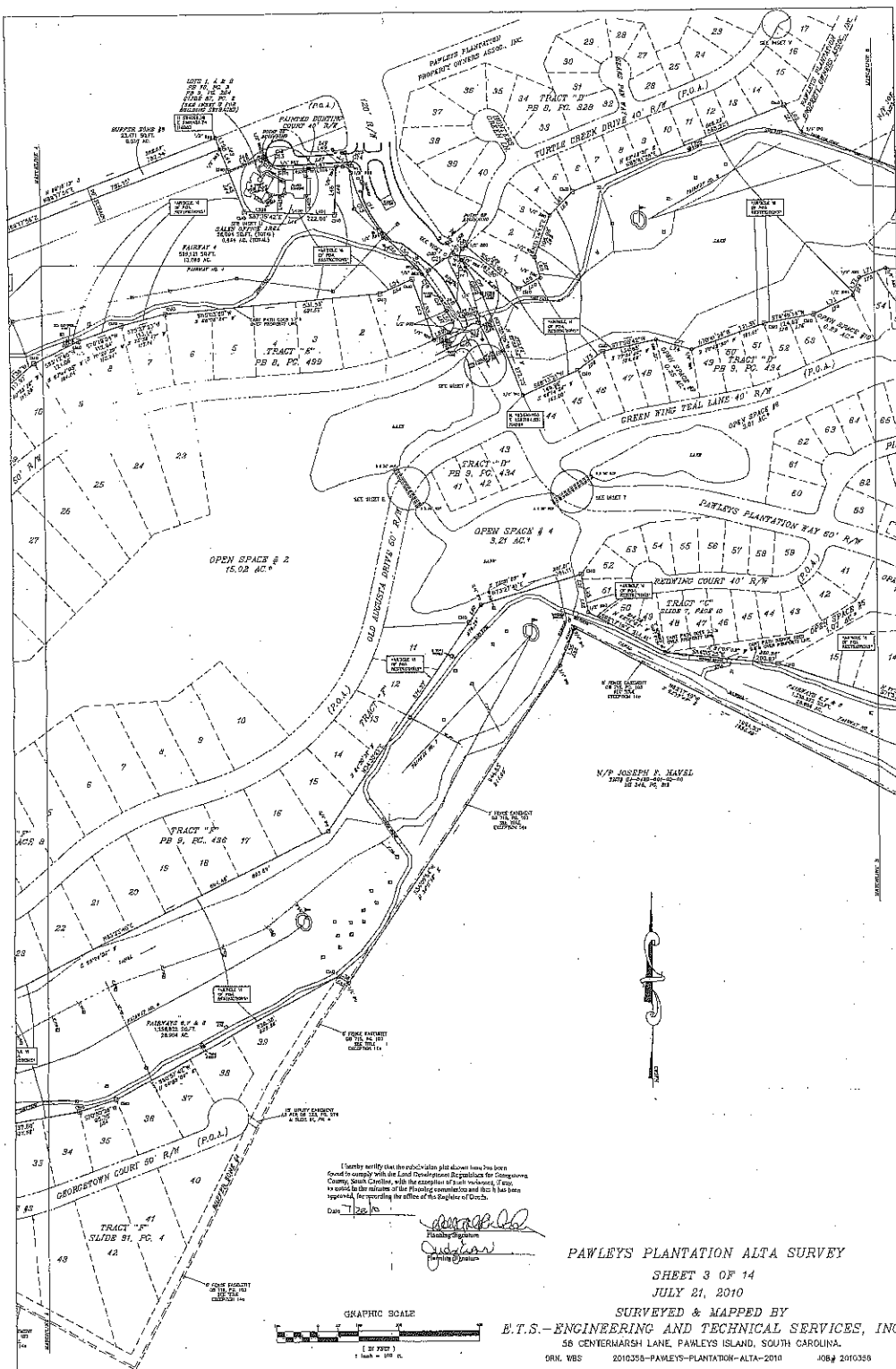
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.
Brenda Logan

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

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

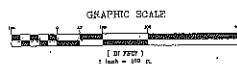
1. The Green wing Teal Lane homeowners have heard that the POA is going to re-direct the functional drainage easement next to Lot 49D. We believe this is being done to increase the acreage and sale ability of the proposed lot, and at the same time, very well may de-value the neighboring lot.
2. We have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



I hereby certify that the subdivision plat shown here has been found to comply with the Land Ordinance Regulations for Georgetown County, South Carolina, with the exception of said subdivision, if any, as noted in the remarks of the Planning Commission and that it has been approved, for recording the office of the Register of Deeds.

Date: 7/21/10

[Signature]
Register of Deeds





Wetland Delineation of

Pawleys Plantation Phase 2 - Lots 48A & 53A

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

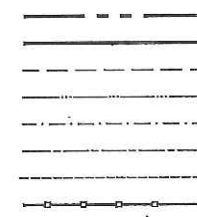
Notes

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

Legend

Line Legend

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



Hatch Legend

Wetland
Waters
Critical Area/Section 10



Symbol Legend

Data Point
Photo Point
Property Corner



Prepared For
Job #
Date

Pawleys Plantation POA
01742-17010
2-22-17

Graphic Scale

100' SCALE IN FEET 0 100'

the
BRIGMAN
COMPANY

wetland consulting - forest management - land surveying

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

Pawleys Plantation
Property Location
AMPD 6-17-18572

Legend

Streets

— <all other values>

MaintainedBy

County

Private

State

Pawleys Plantation

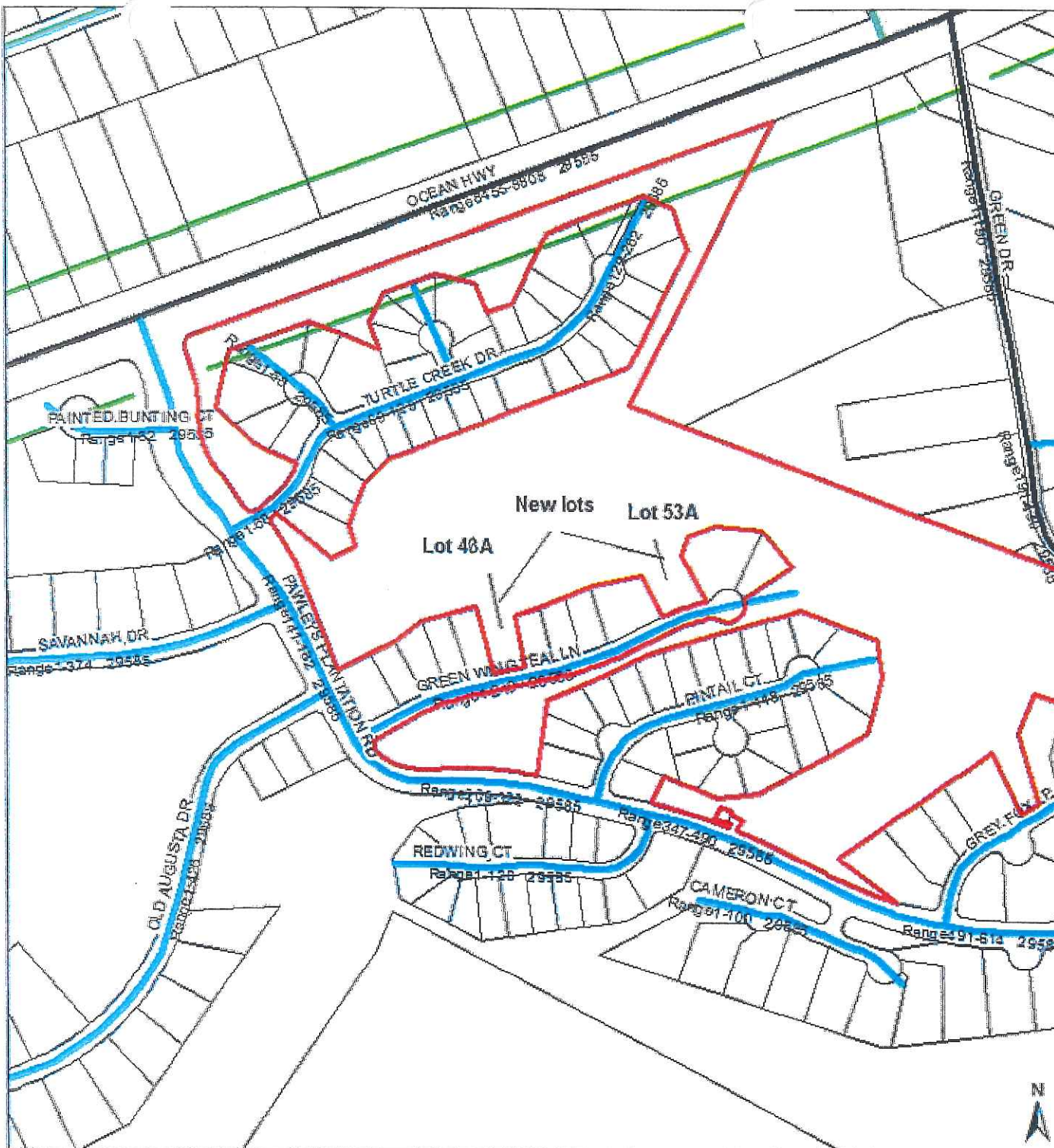
Lot Lines

Railroads

Landmarks

90' setback

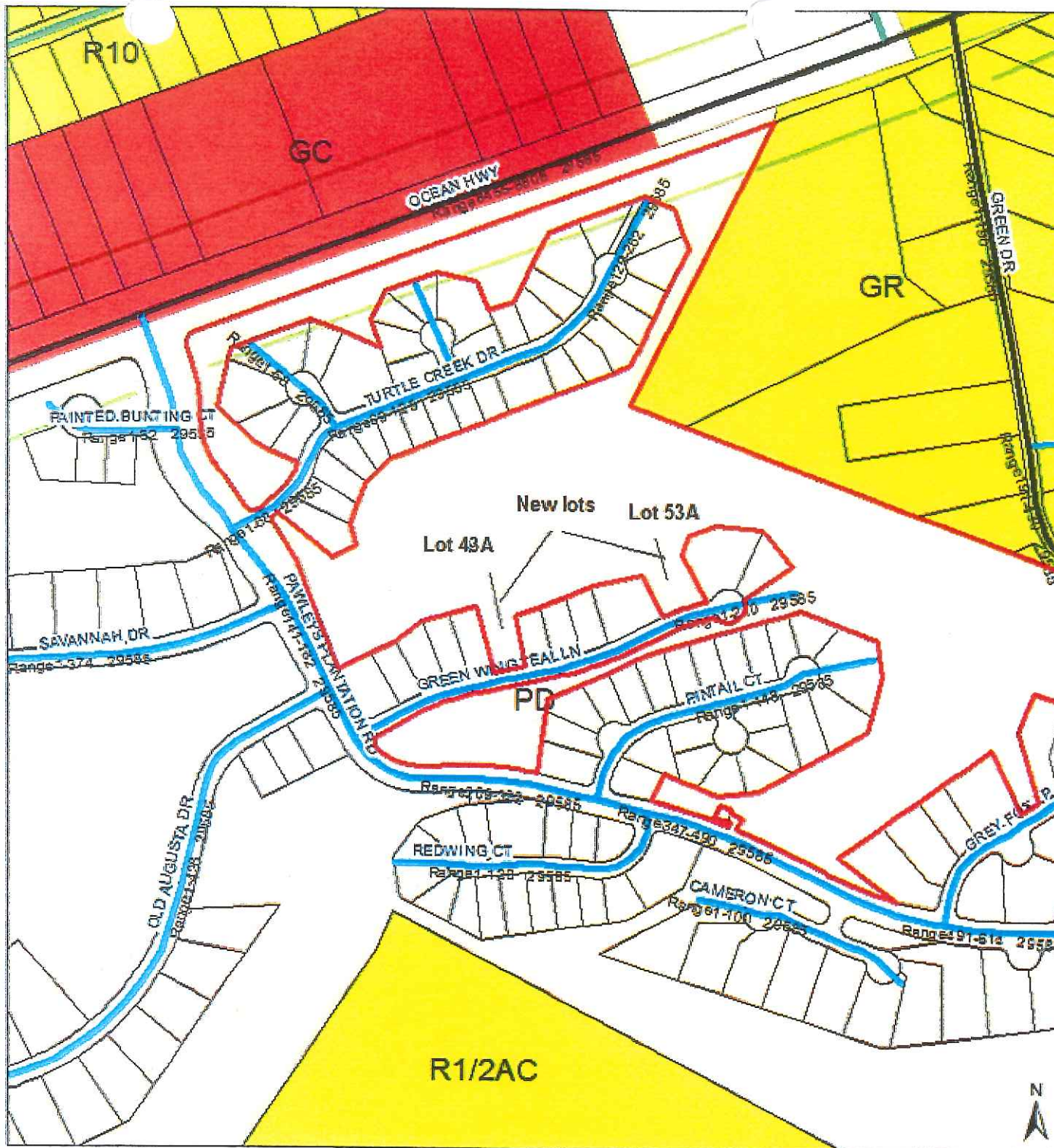
Municipalities



0 112.5 225 450 675 900 Feet

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

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



0 112.5 225 450 675 900 Feet

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

Pawleys Plantation
Property Aerial
AMPD 6-17-18572

Legend

Streets

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MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

Landmarks

90' setback

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RGB

Red: Band_1

Green: Band_2

Blue: Band_3

Municipalities

0 112.5 225 450 675 900
Feet

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



NOTICE OF PUBLIC HEARING

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

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

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

Georgetown County Planning Commission

PO Drawer 421270

Georgetown, South Carolina 29442

Telephone (843) 545-3158

Fax (843) 545-3299

E-mail: tcoleman@gtcounty.org

Tiffany Coleman

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

Follow Up Flag: Follow up
Flag Status: Flagged

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

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

Brenda Logan
62 Turtle Creek Drive
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

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

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

4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.

According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

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

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability. The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.

6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.

Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

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

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

October 18, 2017

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

Dear Mr. Goggans,

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

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

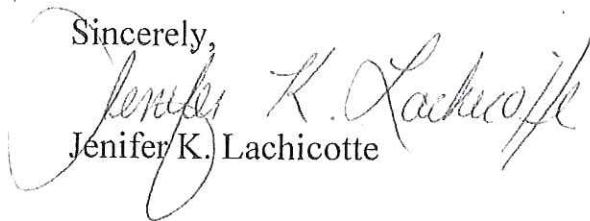
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000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

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

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

You may contact me at jlachicotte@gmail.com or 843-240-9060.

Sincerely,

A handwritten signature in cursive script, reading "Jennifer K. Lachicotte". The signature is written in dark ink and is positioned above the printed name.

Jenifer K. Lachicotte

October 3, 2017

Dear

Mr. Steve Goggans

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

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

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

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

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

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

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

Paul Noble

Many Thanks

Paul Noble

Lady and Gentlemen,

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

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

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

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

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

VIA EMAIL

December 12, 2017

Holly Richardson
Georgetown County Planning
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

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

Dear Ms. Richardson:

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

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

A. The Application is incomplete and should be denied.

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

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 2

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

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

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

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 3

D. Patio Home Restrictions preclude a home site.

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

2. The proposed modification will exacerbate existing drainage issues.

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

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

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

4. The proposed modification will unnecessarily increase density.

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

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
Page 4

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

With best regards, I remain

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

COPY

Approved
5/2010

✓ XX
✓ XXII

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

COVENANTS AND RESTRICTIONS

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

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

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

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

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

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

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

COVENANTS AND RESTRICTIONS

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2/8/2016
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ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Section 11 – “Member” shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 12 – “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 13 – “Patio Homesites” shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 14 – “Properties” shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

Section 15 – “Setback” shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 16 – “Setback Line” shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 17 – “Special Assessment” shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

Section 18 – “Structure” shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 19 – “Subsequent Amendment” shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

Section 20 – “Undeveloped Lot” shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

Section 21 – “Voting Member” shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

Section 2 -- Violation of Parking Regulations in Common Areas. Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

Section 3 – Easements Appurtenant. The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

Section 4 – Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

Section 5 – Developer's Easement. The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

Section 6 – Maintenance. The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

Section 7 – Utility Easements. Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

Section 8 – Delegation of Use.

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

Section 2 – Conditions of Limited Dock Construction. The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

Section 3 – Privacy Screens. Porches, patios and/or decks associated with Patio Homes must be screened to

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

Section 5 – Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV

No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

ARTICLE XV

Financing Provision

Section 1 – Books and Records. Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

ARTICLE XVI

Rules and Regulations

Section 1 – Compliance by Owners with The Association's Rules and Regulations. Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

ARTICLE XVII

Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XVIII

General Provisions

Section 1 – Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

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

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

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

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation

From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

(Per Association)
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.

The first part of the paper discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial system and for providing a clear audit trail. The second part of the paper focuses on the role of the auditor in verifying the accuracy of the records. The auditor must ensure that all transactions are properly recorded and that the records are consistent with the underlying business transactions. The third part of the paper discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial system and for providing a clear audit trail. The fourth part of the paper focuses on the role of the auditor in verifying the accuracy of the records. The auditor must ensure that all transactions are properly recorded and that the records are consistent with the underlying business transactions. The fifth part of the paper discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial system and for providing a clear audit trail. The sixth part of the paper focuses on the role of the auditor in verifying the accuracy of the records. The auditor must ensure that all transactions are properly recorded and that the records are consistent with the underlying business transactions. The seventh part of the paper discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial system and for providing a clear audit trail. The eighth part of the paper focuses on the role of the auditor in verifying the accuracy of the records. The auditor must ensure that all transactions are properly recorded and that the records are consistent with the underlying business transactions. The ninth part of the paper discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial system and for providing a clear audit trail. The tenth part of the paper focuses on the role of the auditor in verifying the accuracy of the records. The auditor must ensure that all transactions are properly recorded and that the records are consistent with the underlying business transactions.









NATE FATA, P.A.
ATTORNEY AT LAW

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

VIA EMAIL

December 12, 2017

Holly Richardson
Georgetown County Planning
P.O. Drawer 421270
Georgetown, SC 29442
hrichardson@gtcounty.org

Re: Jenifer Lachicotte, Lot 48 Green Wing Teal Lane, Pawleys Island, SC

Dear Ms. Richardson:

I represent Jenifer Lachicotte ("Lachicotte") who own Lot 48 in Pawleys Plantation. She purchased her property next to "Open Space" No. 9 in 2016. She objects to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

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

A. The Application is incomplete and should be denied.

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

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

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
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easement rights in the Open Spaces vested in 2016. Lachicotte has the perpetual easement over Common Area such as this property. These easements rights cannot be extinguished by any PUD change or covenant changes. Please see the Covenants, Article V, which provides, in pertinent part, "The portions of the Common Areas not used from time to time for roadway shall be for the common use and enjoyment of the members of the Association, and each member shall have a permanent and perpetual easement for pedestrian traffic across all such areas . . .". I am attaching a copy of the cited pages from the 2010 Second Amended Covenants and the 2016 Third Amended Covenants. We do not believe the Covenants were properly amended in 2016 or 2017.

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

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

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

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ATTORNEY AT LAW

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

2. The proposed modification will exacerbate existing drainage issues.

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

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

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

4. The proposed modification will unnecessarily increase density.

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

My client purchased her lot next to Open Space No. 9 with the reasonable expectation that the "Open Spaces" would not be developed and that the density on her street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

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

NATE FATA, P.A.
ATTORNEY AT LAW

Holly Richardson
December 12, 2017
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With best regards, I remain

Very truly yours,
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd
Wesley Bryant, Esq.

COPY

Approved
5/2010

✓ XX
✓ XXII

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

COVENANTS AND RESTRICTIONS

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WANDA PREVATTE, REGISTER OF DEEDS
06-15-2010 At 02:43 PM
REST COVE 53.00
Book 1494 Page 1820- 234

2010

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

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

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

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

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

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

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

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

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

ARTICLE XIX

Amendment of Second Amended Declaration Without Approval of Owners

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

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

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

COVENANTS AND RESTRICTIONS

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2/8/2016
GEORGETOWN

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Section 11 – “Member” shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

Section 12 – “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

Section 13 – “Patio Homesites” shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

Section 14 – “Properties” shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

Section 15 – “Setback” shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

Section 16 – “Setback Line” shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

Section 17 – “Special Assessment” shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

Section 18 – “Structure” shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

Section 19 – “Subsequent Amendment” shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

Section 20 – “Undeveloped Lot” shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

Section 21 – “Voting Member” shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

Section 2 -- Violation of Parking Regulations in Common Areas. Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

Section 3 -- Easements Appurtenant. The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

Section 4 -- Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

Section 5 -- Developer's Easement. The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

Section 6 -- Maintenance. The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

Section 7 -- Utility Easements. Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

Section 8 -- Delegation of Use.

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

Section 2 – Conditions of Limited Dock Construction. The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

- (a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;
- (b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and
- (c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

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

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

ARTICLE VIII

Special Restrictions Affecting Patio Homesites

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

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

Section 3 – Privacy Screens. Porches, patios and/or decks associated with Patio Homes must be screened to

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

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

ARTICLE IX

Covenant for Maintenance Assessments

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

Section 2 – Purposes of Assessments. The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

Section 5 – Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE XIV

No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

ARTICLE XV

Financing Provision

Section 1 – Books and Records. Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

ARTICLE XVI

Rules and Regulations

Section 1 – Compliance by Owners with The Association's Rules and Regulations. Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

ARTICLE XVII

Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

ARTICLE XVIII

General Provisions

Section 1 – Severability. Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

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

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

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

ARTICLE XIX

Amendment of Third Amended Declaration Without Approval of Owners

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation

the 1990s, the number of people in the world who are under 15 years of age has increased from 1.1 billion to 1.5 billion, and the number of people aged 65 and over has increased from 0.2 billion to 0.5 billion (United Nations 2002). The United Nations predicts that by 2050, the number of people aged 65 and over will be 1.2 billion, and the number of people under 15 years of age will be 1.9 billion (United Nations 2002).

There is a growing awareness of the need to address the needs of the ageing population, and the need to address the needs of the young population. The World Health Organization (WHO) has developed a framework for addressing the needs of the ageing population, and the United Nations has developed a framework for addressing the needs of the young population (United Nations 2002).

The WHO framework for addressing the needs of the ageing population is based on the following principles: (1) the need to address the needs of the ageing population as a whole, rather than focusing on specific age groups; (2) the need to address the needs of the ageing population in a holistic manner, taking into account the physical, mental, and social aspects of health; and (3) the need to address the needs of the ageing population in a way that is consistent with the principles of human rights (WHO 2002).

The United Nations framework for addressing the needs of the young population is based on the following principles: (1) the need to address the needs of the young population as a whole, rather than focusing on specific age groups; (2) the need to address the needs of the young population in a holistic manner, taking into account the physical, mental, and social aspects of health; and (3) the need to address the needs of the young population in a way that is consistent with the principles of human rights (United Nations 2002).

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From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

(Perthamling)
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.









Item Number: 16.b
Meeting Date: 7/24/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

Second Reading

POINTS TO CONSIDER:

Liberty Georgetown Steel will invest \$16.6 million within the investment window (year 1-5) and maintain the statutory minimum thereafter. The company will maintain an employment level of a minimum of 150 employees.

FINANCIAL IMPACT:

Assessment ratio of 6% with locked millage rate for 20 years.

OPTIONS:

1. Adopt Ordinance No. 2018-07.
2. Do not adopt Ordinance No. 2018-07.

STAFF RECOMMENDATIONS:

Recommendation for deferral.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No 2018-07 - Authorizing the Execution of a FILOT with Liberty Steel	Ordinance
<input type="checkbox"/> Liberty Steel Georgetown Fee Agreement	Backup Material

ORDINANCE NO. 2018-07

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC. WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES; AND OTHER MATTERS RELATED THERETO.

WHEREAS, GEORGETOWN COUNTY, SOUTH CAROLINA (the “*County*”), acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2018 (the “*Inducement Agreement*”) with Liberty Steel Georgetown, Inc., a Delaware corporation (the “*Company*”), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute and an expansion of the Company’s existing facilities in the County for the manufacture of coiled wire rod and other products (collectively, the “*Project*”); and

WHEREAS, the Company has represented that the Project will involve an investment of approximately at least \$16,600,000.00 in the County and the expected creation and maintaining of approximately 150 new, full-time jobs at the Project, all within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

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

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a “*Park*”) such that the Project will receive the benefits of the Multi-County Park Act; and

WHEREAS, pursuant to the Inducement Agreement, the County has agreed to, among other things, enter into a Fee in Lieu of Tax Agreement with the Company (the ***“Fee Agreement”***), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project; and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

WHEREAS, the County and ISG Georgetown, Inc. entered into an Inducement and Millage Rate Agreement dated as of August 10, 2004 (the ***“2004 Inducement Agreement”***) to provide for the establishment and location of an additional “Project” in the County pursuant to the terms of the FILOT Act (the ***“2004 Project”***); and

WHEREAS, pursuant to the 2004 Inducement Agreement, the County Council enacted on December 20, 2005 an Ordinance (hereinafter the ***“2005 Fee Ordinance”***) to authorize the County to enter into certain agreements and transactions contemplated in the Inducement Agreement with ISG Georgetown, Inc., including, but not limited to, a fee-in-lieu of tax agreement relating to the 2004 Project; and

WHEREAS, in furtherance of the 2004 Project and in accordance with the terms of the 2004 Inducement Agreement and the 2005 Fee Ordinance, the County and ISG Georgetown, Inc. executed and delivered that certain Fee in Lieu of Tax Agreement dated as of December 20, 2005 (hereinafter the ***“2005 Fee Agreement”***); and

WHEREAS, in connection with one or more merger(s), stock sale(s), or corporate reorganization(s), ISG Georgetown, Inc. subsequently changed its corporate name to Arcelormittal Georgetown, Inc., and has again changed its name to Liberty Georgetown Steel, Inc. (the name of the Company); and,

WHEREAS, to the extent that the above described merger(s), stock sale(s), or corporate reorganization(s) (hereinafter the ***“Transfers”***) require consent of the County under the 2005 Fee Agreement and/or the Transfer Provisions (as such term is defined therein) in order for the 2005 Fee Agreement and the benefits provided to the Company thereunder to continue with and/or be assigned or transferred to the Company following such Transfers, the County desires to grant such consent; and,

WHEREAS, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will

subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by the County in connection therewith, will give rise to any pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Georgetown County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The County shall use its best efforts and endeavor to work with one or more adjoining counties (and, to the extent any portion of the Project site is located within the corporate limits of a municipality, to work with such municipality) to cause the Project site to be located within a Park, through amendment of an existing Park or creation of a new Park in accordance with the Multi-County Park Act. The County shall undertake those procedures and documents necessary for the creation or expansion of such Park and shall use its best efforts to maintain the Project site in such Park during the term of the incentives provided for pursuant to the Inducement Agreement and the Fee Agreement or subsequent ordinances or agreements.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 5. The County hereby consents to the Transfers and to the continuation of the 2005 Fee Agreement in the name of and for the benefit of the Company; provided, however, that in so consenting the County has not waived any default or breach under the 2005 Fee Agreement or otherwise waived any rights or remedies it may have thereunder.

Section 6. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

ENACTED in meeting duly assembled this __ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

Chairman of County Council

Attest:

Clerk to County Council

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

I, the undersigned Clerk to County Council of Georgetown County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2018, _____, 2018, and _____, 2018, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk to County Council,
Georgetown County, South Carolina

Dated: _____, 2018

**FEE IN LIEU OF TAX
AGREEMENT**

Between

GEORGETOWN COUNTY, SOUTH CAROLINA

and

LIBERTY STEEL GEORGETOWN, INC.

Dated as of _____, 2018

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SUMMARY OF CONTENTS OF FEE IN LIEU OF TAX AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax Agreement or a summary compliant with Section 12-44-55 of the Code.

Company Name:	Liberty Steel Georgetown, Inc.	Project Name:	Liberty Steel
Projected Investment:	\$25,600,000.00	Projected Jobs:	220
Location (street):	420 South Hazard Street	Tax Map Nos.:	See Exhibit A
1. FILOT			
Required Investment:	\$16,600,000.00		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6.0%	Term (years):	20 years
Fixed Millage:	293.5	Net Present Value (if yes, discount rate):	
Clawback information:	Company must invest the Contract Minimum Investment Requirement of \$16,600,000.00 during the Investment Period and maintain the FILOT Act Minimum Requirement thereafter. Must hire and thereafter maintain 150 new full-time employees in the County.		
2. MCIP			
Included in an MCIP:	New MCIP to be established.		
If yes, Name & Date:			
3. SSRC			
Total Amount:	N/A		
No. of Years	N/A		
Yearly Increments:	N/A		
Clawback information:	N/A		
4. Other information			

FEE IN LIEU OF TAX AGREEMENT

THIS FEE IN LIEU OF TAX AGREEMENT (the “*Fee Agreement*”) is made and entered into as of _____, 2018 by and between **GEORGETOWN COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Georgetown County Council (the “*County Council*”) as the governing body of the County, and **LIBERTY STEEL GEORGETOWN, INC.**, a corporation organized and existing under the laws of the State of Delaware (the “*Company*”).

RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute an expansion of the Company’s facilities in the County for the manufacture of coiled wire rod and related products.

3. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

4. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

5. By enactment of an Ordinance on _____, 2018, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes, all as further described herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Administration Expenses” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

“Affiliate” shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean Liberty Steel Georgetown, Inc., a Delaware corporation, the Landlord and Operating Company, and, subject to the provisions of Section 5.09 hereof, any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“Condemnation Event” shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

“Contract Minimum Investment Requirement” shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least \$16,600,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

“County” shall mean Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Administrator” shall mean the Georgetown County Administrator, or the person holding any successor office of the County.

“County Assessor” shall mean the Georgetown County Assessor, or the person holding any successor office of the County.

“County Auditor” shall mean the Georgetown County Auditor, or the person holding any successor office of the County.

“County Council” shall mean Georgetown County Council, the governing body of the County.

“County Treasurer” shall mean the Georgetown County Treasurer, or the person holding any successor office of the County.

“Defaulting Entity” shall have the meaning set forth for such term in Section 6.02(a) hereof.

“Deficiency Amount” shall have the meaning set forth for such term in Section 4.03(a) hereof.

“Department” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

“Event of Default” shall mean any event of default specified in Section 6.01 hereof.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee Agreement” shall mean this Fee in Lieu of Tax Agreement.

“FILOT” or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“FILOT Act Minimum Investment Requirement” shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

“Improvements” shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

“Investment Period” shall mean, and shall be equal to, the Standard Investment Period.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

“MCIP Act” shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

“MCIP Agreement” shall mean the Agreement for Development of Joint Industrial and Business Park (Liberty Steel Georgetown, Inc.) dated as of _____, 2018, as amended, between the County and _____ County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

“MCIP” shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

“Minimum Job Requirement” shall mean, with respect to the Project, 150 new full-time jobs created and thereafter maintained by the Company.

“Phase” or ***“Phases”*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

“Project” shall mean all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

“Removed Components” shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of

whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

“Sponsor Affiliate” shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

“Standard Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

“State” shall mean the State of South Carolina.

“Termination Date” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 293.5 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2017, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of Delaware, is duly authorized to transact business in the State, has the power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the manufacture of coiled wire rod and related products, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement and Minimum Job Requirement within the Investment Period.

[End of Article II]

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) meet the Minimum Job Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20__.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

Step 2: Apply an assessment ratio of six percent (6.0%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

Step 3: Use a millage rate of 293.5 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 [Intentionally Omitted]

Section 4.03 Failure to Achieve Minimum Investment Requirement or Minimum Job Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement or Minimum Job Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120th) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certifications as to investment in the Project as well as the adherence to the Minimum Job Requirement. Such certifications shall be in substantially the forms attached hereto as Exhibit B and Exhibit C, respectively, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to

the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of

any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the

obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in substantially the form set forth as Exhibit D attached hereto. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act. [The Company hereby designates as a Sponsor Affiliate _____, a _____.]

[End of Article V]

DEFAULT

Section 6.01 Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies

that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

Liberty Georgetown Steel, Inc.

Attn: _____

With a copy to:

If to the County:

Georgetown County

Attn: County Administrator

129 Screven Street

Georgetown, SC 29442

And a copy to:

McNair Law Firm, P.A.

Attn.: Brandon T. Norris

104 S. Main Street, Suite 700

Greenville, SC 29601

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

By: _____
County Administrator

ATTEST:

Clerk to County Council of
Georgetown County, South Carolina

[Signature Page 1 to Fee in Lieu of Tax Agreement]

LIBERTY GEORGETOWN STEEL, INC.

By: _____

Its: _____

[Signature Page 2 to Fee in Lieu of Tax Agreement]

EXHIBIT A

LEGAL DESCRIPTION

TRACT ONE:

Parcels 1 through 9, inclusive, on a map entitled "Map Showing the Property in the City of Georgetown owned by Georgetown Steel Corporation" dated September 2, 1987, prepared by Samuel M. Harper, R.L.S., and recorded in the Office of the Register of Deeds for Georgetown County, South Carolina in Plat Book 9 at Page 133.

ALSO:

Parcel 14: All that certain piece, parcel or lot of land situate, lying and being in the City and County of Georgetown, State of South Carolina, containing 1.58 acres as shown on a plat of "Survey of 1.58 acres of land to be conveyed to Georgetown Steel Corporation, Located in the City of Georgetown, Surveyed for Georgetown Steel Corporation", dated October 25, 1988 and prepared by Samuel M. Harper, R.L.S., and recorded in the office of the Register of Deeds for Georgetown County in Plat Slide 15 at Page IB.

TMS# 05-0026A-001-00-00; #05-0026A-002-00-00; #05-0025-059-03-00; #05-0028- 022-01-00; #05-0025-025-00-00; #05-0025-0047-00-00; #05-0025-048-00-00; #05-0025- 057-00-00; #05-0025-053-00-00; #05-0025-052-00-00; #05-0025-006-00-00; #05-0025- 007-00-00; #05-0025-008-00-00; 05-0026-085-00-00; 05-0026-119-00-00; 05-0028-022-00-00;

ALSO:

TRACT TWO:

Parcels 1, 3 and 5, containing 4.80, 2.87 and 7.93 acres, respectively, acquired from Cytec Industries, Inc., on March 7, 1996 and shown on map entitled "Map of 40.44 Acres in the City of Georgetown and Georgetown County Surveyed for Cytec Industries, Inc.," by J. Luckey Sanders, R.L.S., dated December 14, 1995, revised February 28, 1996 and recorded in the Office of the ROD for Georgetown County, South Carolina in Plat Slide 194, Page 5.

TMS# 05-0028-023-01-00 (Parcels 1, 3 and Portion of Parcel 5);

TMS# 01-0439-003-01-00 (Portion of Parcel 5)

The above parcels being premises conveyed unto ISG Georgetown Inc. by deed of Georgetown Steel Company LLC dated June 18 2004 and recorded on June 18, 2004 in Deed Book 1526 at page 143 in the Office of the ROD for Georgetown County.

EXHIBIT B

INVESTMENT CERTIFICATION

I _____, the _____ of Liberty Georgetown Steel, Inc. (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 2018 between Georgetown County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was \$_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is \$_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT C

MINIMUM JOB REQUIREMENT CERTIFICATION

I _____, the _____ of Liberty Georgetown Steel, Inc. (the “*Company*”), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of _____, 20__ between Georgetown County, South Carolina and the Company (the “*Agreement*”), as follows:

(1) The full-time jobs created by the Company in Georgetown County with respect to the Project during the calendar year ending December 31, 20__ was _____.

(2) The cumulative total full-time jobs created and maintained by the Company in Georgetown County with respect to the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is _____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 20__.

Name: _____
Its: _____

EXHIBIT D

FORM OF JOINDER AGREEMENT

Reference is hereby made to that certain Fee Agreement effective as of _____, 2018 ("Fee Agreement"), between Georgetown County, South Carolina ("County") and Liberty Georgetown Steel, Inc. ("Company").

1. **Joinder to Fee Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement, and (b) acknowledges and agrees that: (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Sections 12-44-30(19), 12-44-30(20) and 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.

2. **Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.

3. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. **Notice.** Notices under Section 7.01 of the Fee Agreement shall be sent to:

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

ARCELORMITTAL GEORGETOWN, INC.

By: _____

Name: _____

Its: _____

Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: _____

Name: _____

Its: _____

Item Number: 16.c
Meeting Date: 7/24/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Legal

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

Second Reading

POINTS TO CONSIDER:

Georgetown County, South Carolina and Williamsburg County, South Carolina are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties.

In order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A.

A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement.

Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park, which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others ("Georgetown Participating Taxing Entities") in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

FINANCIAL IMPACT:

The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will

apply to any business enterprise locating in the Park.

OPTIONS:

1. Adopt Ordinance No. 2018-08.
2. Do not adopt Ordinance No. 2018-08.

STAFF RECOMMENDATIONS:

Recommendation for deferral.

ATTACHMENTS:

Description		Type
▯	Ordinance No 2018-08 Joint County Industrial Park with Williamsburg County	Ordinance
▯	MCIP Agreement with Williamsburg County	Backup Material
▯	Intergovernmental Agreement	Backup Material

ORDINANCE NO. 2018-08

AN ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

WHEREAS, Georgetown County, South Carolina (“Georgetown County”) and Williamsburg County, South Carolina (“Williamsburg County”, and Georgetown County and Williamsburg County collectively, the “Counties”) are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Georgetown County proposes to enter into an agreement with Williamsburg County to develop jointly an industrial and business park, as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the “Act”).

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

Section 1: Georgetown County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the “Park”) with Williamsburg County. The Park is to be located within the boundaries of Georgetown County and shall contain those certain pieces, parcels or lots of land having the Georgetown County tax map number set forth on Exhibit A hereto as of the date hereof. The form of the Agreement for Development of Joint County Industrial and Business Park (Project Wilma) (the “Agreement”) shall be in substantially the form attached hereto as Exhibit B. The form, terms and provisions of the Agreement attached hereto as Exhibit B be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council of Georgetown County, and the Administrator of Georgetown County be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Georgetown County. The Agreement is to be in substantially the form attached hereto as Exhibit B, or with such changes therein as shall be approved by the officials of Georgetown County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement attached hereto as Exhibit B.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. A fee-in-lieu of *ad valorem* taxes shall be paid for any property located in the Park as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution, the Act and/or Titles 4 or 12 of the South Carolina Code of Laws 1976, as amended. The fee paid

in-lieu of *ad valorem* taxes shall be paid to the Georgetown County Treasurer. Within 15 business days following the end of the calendar quarter of its receipt of the fee paid in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of the user fees to the Williamsburg County Treasurer pursuant to the terms of the Park Agreement. Payments of fees-in-lieu of *ad valorem* taxes shall be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. Fees-in-lieu of *ad valorem* taxes received and retained by Georgetown County with respect to property located in the Park (“Georgetown Park Revenues”), which shall be all fees-in-lieu of *ad valorem* taxes received by Georgetown County and *not* distributed to Williamsburg County pursuant to the Agreement and Section 3 above, shall be distributed to the political subdivisions and overlapping tax districts which levy taxes in the Park property described in Exhibit A and to no others (“Georgetown Participating Taxing Entities”) in the same proportion and ratio, and for the same respective purposes, as their respective millage bears to the overall millage total for the applicable tax year, and such other ordinances as may relate to the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such Georgetown Park Revenues.

Section 5. The administration, development, promotion, and operation of the Park shall be the responsibility of Georgetown County, provided, that to the extent any Park premises is owned by a private party, the private party shall be responsible for development expenses as contained in the Agreement.

Section 6. In order to avoid any conflict of laws or ordinances between the Counties, Georgetown County ordinances will be the reference for such regulations or laws in connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

Section 7. The public safety officials which serve the Park shall be those which would otherwise normally provide such services in the geographic area within which the Park is located.

Section 8. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 9. The Agreement may not be terminated except by concurrent ordinances of Georgetown County Council and Williamsburg County Council, in accordance with the terms of the Agreement.

Section 10. This Ordinance shall be effective after third and final reading and approval by Georgetown County Council.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

WITNESS our hands and seals this ____ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

BY: _____
Chairman, County Council,
Georgetown County, South Carolina

BY: _____
Administrator
Georgetown County, South Carolina

ATTEST:

BY: _____
Clerk to County Council
Georgetown County, South Carolina

First Reading: _____, 2018
Second Reading: _____, 2018
Third Reading: _____, 2018
Public Hearing: _____, 2018

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Exhibit B

Agreement for Development of Joint County Industrial and Business Park

[see attached]

STATE OF SOUTH CAROLINA)	
)	AGREEMENT FOR DEVELOPMENT OF
COUNTY OF GEORGETOWN)	JOINT COUNTY INDUSTRIAL AND
)	BUSINESS PARK (LIBERTY STEEL
COUNTY OF WILLIAMSBURG)	GEORGETOWN, INC.)

THIS AGREEMENT for the development of a joint county industrial and business park to be located in Georgetown County, South Carolina ("Georgetown County"), dated as of _____, 2018, is made and entered into by and between Georgetown County and Williamsburg County, South Carolina ("Williamsburg County", and Georgetown County and Williamsburg County collectively, the "Counties"), both political subdivisions of the State of South Carolina.

RECITALS

WHEREAS, the Counties have determined that, in order to promote economic development and thus provide additional employment opportunities within both of said Counties, and to increase the tax base of Georgetown County, there should be established in Georgetown County a joint county industrial and business park (the "Park"), which Park shall be in addition to all previous joint county industrial and business parks previously established between the Counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, during the term of this Agreement, but the owners or lessees of such property shall pay annual fees during that term in an amount equal to that amount of *ad valorem* taxes for which such owner or lessee would be liable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on the Counties, their successors and assigns.

2. **Authorization.** Article VIII, Section 13(d), of the Constitution of South Carolina provides that counties may jointly develop an industrial and 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 further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such 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 for school districts. Section 4-1-170, Code of Laws of South Carolina, 1976, as amended ("Section 4-1-170"), satisfies the conditions imposed by Article VIII, Section 13(d), of the Constitution and provides the statutory vehicle whereby a joint county industrial and business park may be created.

3. **Location of the Park.**

(A) The Park consists of property located in Georgetown County, as is hereinafter more specifically described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both of the Counties.

(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 which shall contain a description of the properties located in the Park, as enlarged or diminished, together with a copy of the ordinances of Georgetown County Council and Williamsburg County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Georgetown County Council and by Williamsburg County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the Georgetown County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Georgetown County at least once and not less than fifteen (15) days prior to such hearing.

(D) Notwithstanding the foregoing, for a period of thirty-five (35) years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner thereof and the Counties and, if applicable, lessee of such parcel.

4. **Fee-in-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount 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. Where, in this Agreement, reference is made to payment of *ad valorem* property taxes or other in-lieu of payments, such reference shall be construed, in accordance with this Section 4, to mean the *ad valorem* property taxes or other in-lieu of payments that would otherwise have been due to be paid to Georgetown County, after deduction of all applicable allowances, credits, deductions, and exemptions authorized or required by state law.

5. **Allocation of Park Expenses.** The Counties shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park in the following proportions:

A.	Georgetown County	100%
B.	Williamsburg County	0%

6. **Allocation of Park Revenues.** The Counties shall receive an allocation of all revenue generated by the Park through payment of fees-in-lieu of *ad valorem* property taxes or from any other source in the following proportions:

A.	Georgetown County	99%
B.	Williamsburg County	1%

Any payment by Georgetown County to Williamsburg County of its allocable share of the fees-in-lieu of taxes from the Park shall be made not later than fifteen (15) days from the end of the calendar quarter in which Georgetown County receives such payment from the occupants of the Park. In the event that the payment made by any occupant of a Park is made under protest or is otherwise in dispute, Georgetown County shall not be obligated to pay to Williamsburg County more than Williamsburg County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. **Revenue Allocation Within Each County.** Revenues generated by the Park through the payment of fees-in-lieu of *ad valorem* property taxes shall be distributed to the Counties according to the proportions established by Paragraph 6. Such revenues shall be distributed within Georgetown County and Williamsburg County in the manner directed by the respective ordinances enacted by such counties relating to the Park or such distribution from time to time, including, but not limited to, the allocation of the revenues such counties receive and retain from the Park for the payment of special source revenue bonds, provision of special source credits or payments, or other permitted uses of such revenues.

8. **Fees-in-Lieu of Taxes Pursuant to Code of Laws of South Carolina.** It is hereby agreed that the entry by Georgetown County into any one or more negotiated fee-in-lieu of tax agreements pursuant to Titles 4 or 12, South Carolina Code, 1976, as amended, or any successor or comparable statutes, with respect to property located within 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 of the political subdivisions and overlapping tax districts which levy taxes in the park property described in Exhibit A, and for the purpose of computing the index of taxpaying ability of any applicable school districts located in Georgetown County pursuant to Section 59-20-20(3), Code of Laws of South Carolina, 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County shall be identical to the percentage established for the allocation of revenue to Georgetown County pursuant to Paragraphs 6 and 7 respectively and any ordinance enacted by Georgetown County which provides for the allocation or distribution of such revenue, subject, however, to the provisions of Section 4-29-68(E) of the Code of Laws of South Carolina, 1976, or any successor legislation.

10. **Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of County procedures. It is further agreed that none of the parties shall request such records from any other party more frequently than once annually, absent compelling justification to the contrary.

11. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be 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.

12. **Termination.** Notwithstanding any provision of this Agreement to the contrary, Georgetown County and Williamsburg County agree that this Agreement may not be terminated by either party for a period of thirty-five (35) years commencing with the effective date hereof.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW**

WITNESS our hands and seals as of this ____ day of _____, 2018.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Georgetown County, South Carolina

By: _____
Administrator
Georgetown County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Georgetown County, South Carolina

WITNESS our hands and seals as of this ____ day of _____, 2018.

CAROLINA

WILLIAMSBURG COUNTY, SOUTH

By:

County Supervisor
Williamsburg County, South Carolina

(SEAL)

ATTEST:

Clerk to County Council
Williamsburg County, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

[illegible]

This INTERGOVERNMENTAL AGREEMENT (the “Agreement”) dated as of the ____ day of _____, 2018 is made and entered into by and between the City of Georgetown, South Carolina (the “City”) and Georgetown County, South Carolina (the “County”).

WHEREAS, the County, with the consent of the City, as required by law, in conjunction with an adjoining county to be identified (the “Partner County”), intends to enter into an Agreement for the Development of a Joint County Industrial and Business Park (the “Park Agreement”) for the purpose of establishing a joint county industrial and business park (the “Park”) pursuant to Sections 4-1-170 and 4-1-172 (the “Park Act”), Code of Laws of South Carolina 1976, as amended (the “Code”), such Park to contain certain land and improvements thereon located within the County and the City generally located at 420 South Hazard Street and having as of the date hereof Georgetown County Tax Map Numbers as shown on Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), such Property being more particularly described in the Park Agreement, in order to promote the economic welfare of the citizens of the County, the Partner County and the City through the acquisition by construction and/or purchase of certain improvements, furnishings, fixtures, machinery, apparatus and equipment by Liberty Steel Georgetown, Inc. and/or its affiliates or assigns (collectively, the “Company”) for the purpose of establishing an industrial facility on the Property (the “Project”); and

WHEREAS, pursuant to the Park Agreement and the Park Act the County will collect fees in lieu of *ad valorem* taxes with respect to the Project and other property located in the Park (“Park Fees”); and

WHEREAS, the City and the County wish to enter into an agreement as to distribution of net Park Fees received and retained by the County with respect to the Project and all other real and personal property located upon or comprising a portion of the Property with respect to each property tax year after application of any special source revenue credits and distribution of any amount to the Partner County required by the Park Agreement (the “Net Park Fees”); and.

NOW, THEREFORE, BE IT AGREED:

1. Inclusion of Property in Park. Pursuant to the Park Act, the City hereby consents to the inclusion of the Property in the Park.
2. Distribution of Net Park Fees. Net Park Fees shall be distributed to the City in the same proportion and ratio, and for the same purposes, as its millage bears to the overall millage total levied with respect to the Property for the applicable tax year except as otherwise provided

by ordinance of Georgetown County, from time to time, relating to payment of special source revenue bonds or provision of special source revenue credits or payments, as the same may be modified or amended. Such Net Park Fees distributed to the City shall be allocated to operations and maintenance and to debt service as determined by the City Council of the City.

3. Effective Date. Pursuant to a resolution adopted by the City Council of the City and an ordinance enacted by the County Council, the City and the County are executing this Agreement as of the date set forth above.

4. Miscellaneous.

A. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when either hand delivered or deposited in the United States mail, certified mail, return receipt requested, with postage pre-paid, and addressed to the party or parties for whom intended as follows:

If to the County: Georgetown County, South Carolina
 Attn: County Administrator
 129 Screven Street
 Georgetown, SC 29442

with a copy to: Brandon T. Norris
 McNair Law Firm, P.A.
 104 S. Main Street, Suite 700
 Greenville, South Carolina 29601

If to the City: _____

The County or the City by notice given hereunder, may designate any further or different address as to which subsequent notices, certificates, requests, or other communications shall be sent.

B. No covenant, obligation, or agreement contained herein shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the County or the City, in any other than his official capacity, and neither the members of the County Council or the City Council, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the County or the City contained in this Agreement.

C. This Agreement may not be effectively amended, changed, modified, altered, or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all parties hereto.

D. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

E. If any other provision of this Agreement, or any covenant, obligation, or agreement contained herein, is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

F. This Agreement shall be deemed to be a contract made under the laws of the State of South Carolina and for all purposes shall be governed by and construed in accordance with the laws of the State of South Carolina.

[signature page follows]

IN WITNESS WHEREOF, the County and the City have caused this Agreement to be duly executed in their respective names, all as of the date first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Administrator
Georgetown County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Georgetown County, South Carolina

CITY OF GEORGETOWN, SOUTH CAROLINA

(SEAL):

By: _____
Mayor, City of Georgetown, South Carolina

ATTEST:

By: _____
City Clerk
City of Georgetown, South Carolina

Exhibit A

Park Property

The Park is comprised of the following parcel(s):

All property in Georgetown County, South Carolina located on the real property which, as of the date of this Agreement, bears the following Georgetown County tax map number(s):

TMS # 05-0026A-001-00-00;
#05-0026A-002-00-00;
#05-0025-059-03-00;
#05-0028- 022-01-00;
#05-0025-025-00-00;
#05-0025-0047-00-00;
#05-0025-048-00-00;
#05-0025- 057-00-00;
#05-0025-053-00-00;
#05-0025-052-00-00;
#05-0025-006-00-00;
#05-0025- 007-00-00;
#05-0025-008-00-00;
#05-0026-085-00-00;
#05-0026-119-00-00;
#05-0028-022-00-00;
#05-0028-023-01-00; and
01-0439-003-01-00

Item Number: 16.d
Meeting Date: 7/24/2018
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

AGENDA REQUEST FORM
GEORGETOWN COUNTY COUNCIL



DEPARTMENT: Recreation & Community Services

ISSUE UNDER CONSIDERATION:

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

CURRENT STATUS:

Second reading.

POINTS TO CONSIDER:

The South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017. Georgetown County is now tasked with maintenance and operation of the facility.

It has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers. It has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended.

The Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

OPTIONS:

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

STAFF RECOMMENDATIONS:

Recommendation to defer action on Ordinance No. 2018-09.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance No. 2018-09 Providing for Parking Regulations for Murrells Inlet Boat Landing	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

ORDINANCE NO. 2018-09

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

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, the South Carolina Department of Natural Resources deeded the Murrells Inlet Boat Landing and associated parking area to Georgetown County on March 13, 2017; and

WHEREAS, the County is now tasked with maintenance and operation of the facility; and

WHEREAS, it has come to the attention of County Council that the parking area, which is marked for vehicles towing boat trailers, is being utilized by vehicles without boat trailers to the detriment of citizens accessing the boat landing with trailers; and

WHEREAS, it has also been demonstrated the parking area is being used for commercial purposes by vehicles without attached boat trailers in violation of Georgetown County Code of Ordinances 6-3(d), as amended; and

WHEREAS, the Murrells Inlet area of Georgetown County is highly populated, especially during the tourist "season", and County Council believes it is in the best interest of the County to designate the Murrells Inlet Boat Landing Parking Area only accessible for parking by vehicles with attached boat trailers and provide for the enforcement thereof.

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

1. The Murrells Inlet Boat Landing Parking Area shall be accessible only for the parking of vehicles with attached boat trailers and marked the same.
2. Signage shall be erected on site of the landing and parking area clearly designating the restrictions of the parking area related to use by vehicles with attached boat trailers.
3. Any vehicle found in the parking area without an attached boat trailer will be found in violation of this ordinance and subject to the enforcement measures, fines and penalties outlined in Section 3 of GEORGETOWN COUNTY ORDINANCE NO. 2012-15: AN ORDINANCE TO REGULATE THE PARKING OF VEHICLES IN, ALONG, AND ADJACENT TO STREETS, HIGHWAYS, AND PARKING FACILITIES UNDER THE JURISDICTION OF GEORGETOWN COUNTY, as amended (2014-02).
4. Administration: The Georgetown County Summary Court is vested with administrative authority of this Ordinance which includes, but not limited to, collection, reporting and remittance to the County of any fines and administering court appearances.
5. Enforcement: The Georgetown County Sheriff is vested with the authority to enforce this Ordinance within Georgetown County.
6. If any portion of this Ordinance shall be deemed unlawful, unconstitutional, or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

7. Any prior Ordinance, the terms of which may demonstrate a conflict herewith, is, only to the extent of such conflict, hereby repealed.

DONE, RATIFIED AND ADOPTED THIS _____ DAY OF APRIL, 2018.

Chairman, Georgetown County Council

ATTEST:

Clerk to Council

This Ordinance, No 2018-09, has been reviewed by me and is hereby approved as to form and legality.

Wesley P. Bryant,
Georgetown County Attorney

First Reading: March ____, 2018
Second Reading: April ____, 2018
Third Reading: April ____, 2018