

**Council Members**

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

**County Administrator**

Sel Hemingway

**County Attorney**

Wesley P. Bryant

**Clerk to Council**

Theresa E. Floyd

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**August 28, 2018**

**5:30 PM**

**County Council Chambers**

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

**AGENDA**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
  - 5.a Regular Council Session - July 24, 2018**
- 6. CONSENT AGENDA**
  - 6.a Work Authorization for Georgetown County Airport Apron Expansion--Phase IV**
  - 6.b Procurement #17-042, Banking Services for Georgetown County**
  - 6.c Contract #13-026, Amendment #4, Internet Service Provider**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 9. RESOLUTIONS / PROCLAMATIONS**
  - 9.a RESOLUTION NO. 2018-23 - A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC., WHEREBY, UNDER CERTAIN CONDITIONS, GEORGETOWN COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN**

**FEES IN LIEU OF TAXES; AND PROVIDING FOR RELATED MATTERS.**

- 9.b Proclamation No. 2018-24 – To Proclaim the Week of September 17-23, 2018 as “Constitution Week” in Georgetown County**
- 9.c Resolution No. 2018-25 - To Support submission of an application to the South Carolina Department of Transportation (SCDOT) seeking FY19 Mass Transit Funding**

**10. THIRD READING OF ORDINANCES**

**11. SECOND READING OF ORDINANCES**

- 11.a 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.**
- 11.b 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.**
- 11.c 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)**
- 11.d 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.**
- 11.e 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**

**12. FIRST READING OF ORDINANCES**



- 12.a Ordinance No. 2018-23 - An amendment to the Waccamaw Medical Park Planned Development to allow for additional signage.**
- 12.b Ordinance No. 2018-24 - An Ordinance to repeal and replace Appendix C, Storm Water Management Program, Part II, Flood Damage Prevention Ordinance of the Code of Ordinances of Georgetown County, South Carolina.**
- 12.c Ordinance No. 2018-25 - An amendment of Article XV, Administration, Enforcement, Complaints and Remedies, Section 1500 of the Zoning Ordinance to address enforcement of the ordinance.**
- 12.d ORDINANCE NO. 2018-26 - AN ORDINANCE REVISING AND AMENDING ORDINANCE 2013-08 PERTAINING TO REVENUES DERIVED FROM SUNDAY SALES OF ALCOHOLIC BEVERAGES WITHIN GEORGETOWN COUNTY**
- 12.e ORDINANCE No. 2018-27 - AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE PROPERTY, OWNED BY GEORGETOWN COUNTY, AND LOCATED AT 605 ½ CHURCH STREET IN GEORGETOWN COUNTY, SOUTH CAROLINA, TO GEORGETOWN COUNTY ALANO CLUB**
- 12.f ORDINANCE NO. 2018-28 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (BUCKSPORT MARINE INDUSTRIAL PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.**
- 12.g ORDINANCE NO. 2018-29 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (ASCOT VALLEY COMMERCE PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.**

**13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

**14. BIDS**

**15. REPORTS TO COUNCIL**

- 15.a Recognition - Georgetown County Photo Contest Winners
- 15.b Recognition - Georgetown County Employee of the Quarter
- 15.c Recognition - Charity Cook-off Winners and presentation of checks to charities
- 15.d Presentation - Excellence in Financial Reporting Award
- 15.e FY2019 Memorandum of Understanding with Georgetown County Chamber of Commerce as designated agency for promotion of tourism
- 15.f Murrells Inlet Revitalization Project Funding Request
- 15.g Rocky Point Community Forest Management Agreement
- 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. 2018-09 - AN ORDINANCE ESTABLISHING PARKING REGULATIONS FOR THE MURRELLS INLET BOAT LANDING AND PARKING AREA AND PROVIDING FOR THE ENFORCEMENT THEREOF.
  - 16.c 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.
- 17. LEGAL BRIEFING / EXECUTIVE SESSION
  - 17.a Legal Matter
- 18. OPEN SESSION
- 19. ADJOURNMENT

Item Number: 5.a  
Meeting Date: 8/28/2018  
Item Type: APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Regular Council Session - July 24, 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 - 7/24/18	Cover Memo

Georgetown County Council held a Regular Council Session on Tuesday, July 24, 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                                Steve Goggans  
                     Ron Charlton                                John Thomas  
                     Everett Carolina

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

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 Lillie Jean Johnson were not present.

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

A recommendation was made to defer a report regarding award of a Government Finance Officers Association (GFOA) Certificate of Achievement. Councilmember Ron Charlton moved for approval of the meeting agenda as amended. Councilmember Everett Carolina seconded the motion. Upon a call for discussion on the motion, there was none.

In favor:        Austin Beard                                Steve Goggans  
                     Ron Charlton                                John Thomas  
                     Everett Carolina

#### **PUBLIC COMMENTS:**

##### Brenda Gray

Ms. Gray spoke in opposition of the proposed 34 unit multi-family development in Murrells Inlet adjacent to the Crystal Oaks Community. She said over 750 area residents have also signed a petition opposing this development. The size/scale and density of the proposed project is incompatible with others in the area and will adversely affect the charm of the surrounding area. The only building in the area larger than this project is the Tideland Hospital. The project will also negatively impact Murrells Inlet Road, which is already overly burdened with existing traffic.

##### Cindy Goss

Ms. Goss spoke in opposition of the 34 unit multi-family development proposed in Murrells Inlet. She stated that heavy traffic, along with the current deteriorated condition of Murrells Inlet Road is creating dangerous conditions. This area has several existing churches, a preschool, marinas (boat/trailer traffic) contributing to congestion. Most of the vehicle traffic in the area is already using Murrells Inlet Road to avoid Highway 17.

##### Kianne Thomas

Ms. Thomas spoke in opposition of the 34 unit multi-family development proposed for Murrells Inlet. She said the community appreciates that County planning staff decided to require trash cans rather than a dumpster, and she asked that a pump station, if allowed, could be located on

the western portion of the property. Ms. Thomas stated that the engineering firm heading up this project previously removed 71 protected trees, and voiced concerns on whether this would be monitored.

Craig Thomas

Mr. Thomas, a registered surveyor, spoke in opposition of the 34 unit multi-family development proposed in Murrells Inlet. He said there are problems with the proposed plan, such as no rear setbacks. Also, a type 2 buffer, which should be required, is not shown on the side of the property. Mr. Thomas questioned the pond on the property which is proposed to drain on the adjacent property (of another property owner). He said since the new hospital was built the current drainage system brings water from Highway 17, and already causes area flooding.

Robert Powers

Mr. Powers spoke in opposition of the proposed 34 unit multi-family development on Murrells Inlet Road. He said the plan calls for 150 ft. of frontage on Murrells Inlet Road, which does not exist. In addition, the proposed buffers are not correct. He stated there is also an existing home that was excluded from the development plans.

Jessica Anderson

Ms. Anderson spoke in opposition of the proposed 34 unit multi-family development in Murrells Inlet. She questioned whether anyone had investigated if the developer/engineer has a history of flooding problems associated with any other projects, whether the flooding problems were corrected after the development occurred, whether they had been challenged on if the problems could have been prevented. She voiced concerns that county officials were not following the County's Code, which was intended to prevent some of these issues.

Bill Hills

Mr. Hills spoke in opposition of the proposed 34 unit multi-family development in Murrells Inlet Road. He stated that the County's Code clearly states that new development must be compatible with the existing neighborhood. The proposed multi-story, multi-family development clearly does not conform to a single family residential neighborhood. He said the County's ordinances were put in place to protect existing homeowners from situations such as this, and Council members were elected to make the "hard decisions" necessary in enforcing it.

Rick Baumann

Mr. Baumann pointed out the many benefits that trees provide (according to the Arbor Foundation) including the extraction of carbon dioxide from the air, reduction of energy costs and usage, and also storm water runoff. He stated that the County's proposed revision of the tree ordinance was woefully inadequate, and as long as the County allows houses to be built on lots the size of a postage stamp, the tree inventory and the benefits afforded by it, would be vigorously reduced.

**MINUTES:**

Regular Council Session – June 26, 2018

Councilmember Ron Charlton moved to approve the minutes of the June 26, 2018 Council meeting. Councilmember John Thomas seconded the motion. Vice Chairman Austin Beard called for discussion on the motion, and there was none.

In favor:	Austin Beard	Steve Goggans
	Ron Charlton	John Thomas
	Everett Carolina	

**CONSENT AGENDA:**

The following report, included on the Consent Agenda, was approved previously during the meeting:

Procurement #17-080, Tax Billing & Collection System: Software & Support – County Council awarded 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; 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.

**PUBLIC HEARINGS:**

Resolution No. 2018-21

County Council held a public hearing on 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. No individual came forward to speak for, or against Resolution No. 2018-21, and the Vice Chairman closed the public hearing.

**RESOLUTIONS/PROCLAMATIONS:**

Proclamation 2018-19

Councilmember Everett Carolina moved for the adoption of Proclamation No. 2018-19 in celebration of "Gullah/Geechee Nation Appreciation Week", July 28 - August 5, 2018. Council member Ron Charlton seconded the motion. Vice Chairman Beard called for discussion, and there was none.

In favor:	Austin Beard	Steve Goggans
	Ron Charlton	John Thomas
	Everett Carolina	

Proclamation No. 2018-20

Councilmember John Thomas moved for the adoption of Proclamation No. 2018-20 in recognition and celebration of National Aviation Week, and designating August 19-25, 2018 as "Georgetown County Aviation Celebration Week". Councilmember Everett Carolina offered a second on the motion. No discussion followed the motion.

In favor:	Austin Beard	Steve Goggans
	Ron Charlton	John Thomas
	Everett Carolina	

Resolution No. 2018-21

Councilmember Ron Charlton made a motion to adopt 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. Councilmember Steve Goggans seconded the motion. There was no discussion on the motion.

In favor:        Austin Beard                        Steve Goggans  
                     Ron Charlton                       John Thomas  
                     Everett Carolina

Resolution No. 2018-22

Councilmember Ron Charlton moved for the adoption of Resolution No. 2018-22 stating Georgetown County's commitment 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 of the 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. Councilmember Everett Carolina seconded the motion. Vice Chairman Austin Beard called for discussion on the motion, and there was none.

In favor:        Austin Beard                        Steve Goggans  
                     Ron Charlton                       John Thomas  
                     Everett Carolina

**ORDINANCES-Third Reading**

Ordinance No. 2018-18

Councilmember John Thomas moved for third reading approval of 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 Steve Goggans seconded the motion. Vice Chairman Beard called for discussion.

Councilmember Steve Goggans moved to amend Ordinance No. 2018-18 to include the addition of text (on page 3 of the ordinance) pertaining to sidewalks and bike paths. Councilmember John Thomas offered a second on the amended motion. There was no further discussion.

In favor:        Austin Beard                        Steve Goggans  
                     Everett Carolina                       John Thomas

Opposed:       Ron Charlton

The vote on the main motion was as follows:

In favor:        Austin Beard                        Steve Goggans  
                     Everett Carolina                       John Thomas

Opposed:       Ron Charlton

**ORDINANCES-Second Reading:**

Ordinance No. 2018-17

Councilmember Steve Goggans moved to table Ordinance No. 2018-17, an Ordinance to amend Ordinance No. 2000-23 pertaining to traffic on Sidewalks and Bike Paths in Georgetown County. Councilmember John Thomas seconded the motion. No discussion followed the motion.

In favor: Austin Beard  
Ron Charlton  
Everett Carolina

Steve Goggans  
John Thomas

**ORDINANCES-First Reading:**

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).

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.

Councilmember Steve Goggans moved to invoke pending ordinance doctrine in regards to Ordinance No. 2018-20. Councilmember Ron Charlton seconded the motion. There was no discussion following the motion.

In favor: Austin Beard  
Ron Charlton  
Everett Carolina

Steve Goggans  
John Thomas

Ordinance No. 2018-21 – An Ordinance Authorizing the Execution and Delivery of a Fee in Lieu of Tax Agreement by and Between a Company for the time being identified only 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 Payment 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.

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.

**BIDS:**

No reports.

**REPORTS TO COUNCIL:**

Government Finance Officers Association (GFOA) - Certificate of Achievement

This report was deferred.

Site Plan Review - 34 Unit Multi-Family Development (east of Bandage Court and west of Murrells Inlet Road)

Councilmember Steve Goggans moved to approve a recommendation from the Planning Commission and planning staff to approve the site plan for a 34 unit multi-family development (east of Bandage Court and West of Murrells Inlet Road) upon confirmation that the project does conform to current zoning regulations, and with the addition of the level 2 buffer as discussed. Councilmember Ron Charlton offered a second. Vice Chairman Austin Beard called for discussion on the motion.



Councilmember John Thomas pointed out that County Council can only review site plans for compliance, and must approve a proposed plan if it complies with various rules and regulations. He said this process had shed light on the fact that the overall review needs to be enhanced to better engage affected residents and property owners. Development applications should not be considered by the Planning Commission, or County Council, unless they are fully complete to include a detailed site plan, approval letters from the County Water and Sewer District, County Stormwater Division, Department of Health and Environmental Control, Fire Department, and in certain development categories, a traffic impact analysis. However, in practice, development applications have been approved contingent upon these approvals being met sometime in the future.

Councilmember Thomas said affected residents and property owners should be ensured and have a comfort level that all county development standards are fully met. He suggested that the written notification requirement should be increased to property owners who are within 600 feet of a proposed development (from 400 feet) to provide better public notice to residents and property owners who are directly affected. Additionally, development applications, site plans and the Planning Commission and planning staff recommendations should be made prominently available to the public on the County's website at least ten days prior to the Planning Commission meeting of which it will be considered. Councilmember Thomas stated that he would vote in opposition of the proposed plan in an effort to pursue development application reform, and continue work diligently to earn that support of Council in regards to future development.

Councilmember Everett Carolina also voiced concerns regarding the adverse impacts that additional traffic generated by this development would impose on overall traffic flow.

In favor:        Austin Beard                                Steve Goggans  
                     Ron Charlton

Opposed:        Everett Carolina                                John Thomas

Intergovernmental Agreement with the City of Georgetown regarding a Feasibility Study to Address Harbor Silting

Councilmember Ron Charlton moved 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 in addressing harbor silting. Councilmember Steve Goggans seconded the motion. Vice Chairman Beard called for discussion, and there was none.

In favor:        Austin Beard                                Steve Goggans  
                     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.

**EXECUTIVE SESSION:**

Councilmember John Thomas made a motion to go into Executive Session in order to discussion a contractual agreement and a contractual matter regarding property negotiation. Councilmember Ron Charlton seconded the motion. Upon a call for discussion from the Vice Chairman, there was none.

In favor:	Austin Beard	Steve Goggans
	Ron Charlton	John Thomas
	Everett Carolina	

County Council moved into Executive Session at 6:46 PM.

**OPEN SESSION:**

As Open Session resumed, Vice Chairman Beard announced that County Council discussed two contractual matters during Executive Session, as previously disclosed. No votes were taken by Council, nor were any decisions made by County Council during Executive Session.

He called for further business to come before County Council, and being none he adjourned the meeting.

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Date

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Clerk to Council

Item Number: 6.a  
Meeting Date: 8/28/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Services

**ISSUE UNDER CONSIDERATION:**

Approval of the Talbert & Bright, Engineering and Planning Consultants Construction Administration Services (including Project Formulation, Drainage System Inspection, and Evaluation Services) for the Apron Expansion Phase IV at Georgetown County Airport.

**CURRENT STATUS:**

The Apron Expansion Phase IV, Bid #18-040, has already been designed, put out for bid, and awarded to RH Moore Company, Inc., of Murrells Inlet, SC. The Notice of Intent to Award was executed on August 10, 2018.

**POINTS TO CONSIDER:**

The construction administration services provided by Talbert & Bright will facilitate this project's construction while allowing Public Services senior management to focus on county business.

**FINANCIAL IMPACT:**

The full Work Authorization document from Talbert & Bright is included as an attachment and details all services. Fees for these services have been incorporated into the FAA grant to fund the Apron Expansion Phase IV. The breakdown is as follows:

Project Formulation.....	\$4,420.00
Bidding Services.....	\$8,390.00
Construction Administration.....	\$35,690.00
Grant Administration & Management Services.....	\$4,750.00
Resident Project Representative Services.....	\$46,940.00
Special Services: Subconsultant Services.....	\$18,845.00
Fixed Fee: Subconsultant Services.....	\$1,900.00

**TOTAL AMOUNT .....\$120,935.00**

90% of this project will be funded through the Federal grant; the grant offer is in the amount of a maximum obligation of the United States of \$668,819.00. 5% of this project will be funded through a South Carolina Aeronautics Commission grant. The remainder will be funded through Georgetown County.

**OPTIONS:**

1. Approve the Work Authorization for Georgetown County Airport Apron Expansion--Phase IV

submitted by Talbert & Bright, or  
2. Decline to approve the Work Authorization.

**STAFF RECOMMENDATIONS:**

Staff recommends County Council move forward with Option #1.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▫ Work Authorization For Georgetown County Airport Apron Expansion Phase IV	Backup Material

# TALBERT & BRIGHT

RECEIVED BY GEORGETOWN COUNTY  
JUN 18 2018  
DEPARTMENT OF PUBLIC SERVICES

June 15, 2018

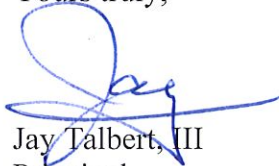
Mr. Ray Funnye  
Director of Public Works  
Georgetown County Public Services  
PO Drawer 421270  
Georgetown, SC 29440

RE: Georgetown County Airport  
Apron Expansion – Phase IV  
TBI No. 2601-1801

Dear Ray,

Enclosed are four partially executed copies of Work Authorization 18-01 for for the above referenced project. The work authorization includes Project Formulation and Drainage System Inspection and Evaluation Services. Upon review and approval, please have all copies of the Work Authorization executed, maintain two copies for your files, and return two copies to us for our files. Please call if you should have any questions.

Yours truly,



Jay Talbert, III  
Principal

Enclosure

**GEORGETOWN COUNTY AIRPORT  
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

**Work Authorization No.: 18-01**

**Date: May 15, 2018**

**TBI No.: 2601-1801**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

**Description of Work Authorization:** The Engineer shall provide Construction Administration Services for the Apron Expansion - Phase IV project at the Georgetown County Airport. The improvements shall be as described in the plans and specifications for Apron Expansion - Phase IV, dated January 2018, by Talbert & Bright, Inc. The Engineer shall provide Resident Project Representative (RPR) Services for full-time on-site construction observation with duties, responsibilities, and limitations of authority as outlined in the Contract. The Engineer shall also provide Special Services - Subconsultant Services for Quality Assurance Testing as outlined in Exhibit 'A', Section II of the Contract.

Grant Administration and Management Services for the FAA and related SCAC Grant will be provided. Grant Administration Services includes coordination with the SCAC, FAA, and Georgetown County, and preparation of required grant paperwork needed throughout the project.

These services shall be provided and performed in general accordance with the attached work scope and manhour estimate.

**Time Schedule:** The Construction Administration Services for the Apron Expansion - Phase IV shall be performed within the contract time of 60 calendar days for the construction and includes provisions for a Pre-Construction Meeting and Project Closeout.

**Cost of Services:** The method of payment for the Project Formulation, Bidding Services, Construction Administration Services and Grant Administration and Management Services shall be lump sum in accordance with Exhibit 'B' of the Contract. The lump sum for Project Formulation Services shall be \$4,420.00. The lump sum for Bidding Services shall be \$8,390.00. The lump sum fee for the Construction Administration Services shall be \$35,680.00. The lump sum fee for Grant Administration and Management Services shall be \$4,750.00. The method of payment for Resident Project Representative (RPR) Services shall be paid for on an hourly rate basis in accordance with the Work Authorization. The estimated budget for Resident Project Representative Services shall be \$46,940.00. The method of payment for Special Services - Subconsultant Services (Quality Assurance Testing) shall be paid on a unit cost basis in accordance with the Work Authorization. The estimated budget for Special Services - Subconsultant Services (Quality Assurance Testing) shall be \$18,845.00. The lump sum fee for Fixed Fee - Subconsultant Services shall be \$1,900.00. These budgets will not be exceeded without prior written consent of Georgetown County.

Agreed as to scope of services, time schedule, and budget:


 \_\_\_\_\_  
For Georgetown County

 \_\_\_\_\_  
For Talbert & Bright, Inc.

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

Date: 6/15/18

Witness \_\_\_\_\_

 \_\_\_\_\_  
Witness



Manhour Estimate  
Apron Expansion - Phase IV  
Georgetown County Airport  
May 15, 2018  
TBI No. 2601-1801

Description		Prin	PM	E3	A4
<b>Project Formulation</b>					
1	Coordinate Schedule, Budget, and Funding for Project with Owner, SCAC, and FAA.	1	1	0	0
2	Prepare Work Scope for Subconsultant Services. Coordinate with Subconsultants and Obtain Proposal.	0	1	1	1
3	Prepare Construction Services Work Authorization. Coordinate Work Scope with Owner, SCAC, and FAA.	1	6	0	2
4	Prepare/Coordinate FAA and SCAC Applications for Apron Expansion (Phase IV).	1	6	2	6
<b>Work Hour Total</b>		<b>3</b>	<b>14</b>	<b>3</b>	<b>9</b>

#### Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	\$210.00	3	\$630.00
Project Manager	\$190.00	14	\$2,660.00
Engineer III	\$108.00	3	\$324.00
Admin IV	\$ 68.00	9	\$612.00
<b>Subtotal - Labor Expenses</b>			<b>\$4,226.00</b>

#### Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Trips	Trips	\$150.00	1	\$150.00
Printing	Copies	\$ 0.08	100	\$8.00
Telephone/Facsimile	L.S.	\$ 20.00	1	\$20.00
Miscellaneous Supplies	L.S.	\$ 20.00	1	\$20.00
<b>Subtotal - Direct Expenses</b>				<b>\$198.00</b>

**Total - Project Formulation**

Lump Sum    **\$4,424.00**  
Use    **\$4,420.00**

Description		Prin	PM	E-3	A4
<b>Bidding Services</b>					
1	Finalize and Prepare Bid Documents. Coordinate Schedule and Bid Documents with County Purchasing.	1	8	0	2
2	Reproduce and Distribute Plans and Specifications.	0	1	4	4
3	Coordinate/ Respond to Contractor Questions During Bidding Period. Issue Addendum as Required.	1	6	0	2
4	Attend and Conduct Pre-Bid Meeting. Prepare and Issue Meeting Summary.	0	12	0	4
5	Prepare Bid Tabulation. Coordinate with County Purchasing.	1	2	0	4
<b>Work Hour Total</b>		<b>3</b>	<b>29</b>	<b>4</b>	<b>16</b>

#### Labor Expenses

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	\$210.00	3	\$630.00
Project Manager	\$190.00	29	\$5,510.00
Engineer III	\$108.00	4	\$432.00
Admin IV	\$68.00	16	\$1,088.00
<b>Subtotal - Labor Expenses</b>		<b>52</b>	<b>\$7,660.00</b>

#### Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel	Trips	\$150.00	1	\$150.00
Specification Reproduction.	Sheets	\$0.08	4000	\$320.00
Plan Reproduction,	Sheets	\$1.20	110	\$132.00
Postage	L.S.	\$50.00	1	\$50.00
Telephone/Facsimile	L.S.	\$40.00	1	\$40.00
Miscellaneous Supplies	L.S.	\$40.00	1	\$40.00
<b>Subtotal - Direct Expenses</b>				<b>\$732.00</b>

**Total - Bidding Services**

Lump Sum \$8,392.00  
Use **\$8,390.00**



Manhour Estimate  
 Apron Expansion - Phase IV  
 Georgetown County Airport  
 May 15, 2018  
 TBI No. 2601-1801

Description		Prin	PM	E3	A4
<b>Construction Administration</b>					
1	Coordinate Subconsultant Work Scope and Contract with QA Testing Laboratory.	1	2	0	1
2	Coordinate Construction Contracts and Bonds with County. Issue Contracts and Bonds. Review and Bind Contracts and Bonds with Specifications.	0	2	0	4
3	Review/Distribute Construction Plans and Specifications to Contractor. Resolve Contractor Questions/Requests/Scheduling Issues.	0	2	2	2
4	Prepare Construction Management Plan.	0	2	6	2
5	Coordinate/Attend Pre-Construction Conference. Issue Meeting Summary.	0	6	0	1
6	Review/Approve Project Schedule, Material Submittals, Mix Designs, Construction Sequence, and Safety Plan Implementation. Prepare Construction Management Plan. Coordinate with Owner.	1	4	24	4
7	Coordinate/Review Work Scope, and Reporting Procedures with Resident Project Representative, QA Testing Laboratory, and Owner. Review QA/QC Test Results.	0	1	1	1
8	Attend On-site Visits and Progress Meetings (Bi-Weekly). Issue Meeting Summary and Memorandums as Required. (6 Required)	1	48	0	8
9	Review/Process Contractor Partial Pay Requests and Coordinate with Owner.	1	4	12	4
10	Answer Contractor Questions. Resolve Construction/Operational Issues. Complete General Project Administrative Functions.	1	16	24	6
11	Schedule/Attend Project Final Inspection. Develop/Issue Final Project "Punch List". Confirm Project Completion.	1	6	0	2
12	Process Final Pay Request and Final Change Order. Review Final Certifications and Affidavits. Closeout Project.	1	3	6	4
13	Review Record Documents Submitted by Contractor. Prepare Final Closeout Documents and Engineering Report. Distribute to Owner, SCAC, and FAA.	1	8	8	6
<b>Manhour Total</b>		<b>8</b>	<b>104</b>	<b>83</b>	<b>45</b>

#### Labor Expenses

Classification	Billing Rate	Estimated Manhours	Estimated Cost
Principal	\$210.00	8	\$1,680.00
Project Manager	\$190.00	104	\$19,760.00
Engineer III	\$108.00	84	\$9,072.00
Admin IV	\$68.00	45	\$3,060.00
<b>Subtotal - Labor Expenses</b>		<b>241</b>	<b>\$33,572.00</b>

#### Direct Expenses

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Travel	Trips	\$150.00	10	\$1,500.00
Plan Reproduction	Sheets	\$1.20	88	\$105.60
Specification Reproduction	Sheets	\$0.08	3,200	\$256.00
Postage	L.S.	\$100.00	1	\$100.00
Telephone/Facsimile	L.S.	\$100.00	1	\$100.00
Miscellaneous Supplies	L.S.	\$50.00	1	\$50.00
<b>Subtotal - Expenses</b>				<b>\$2,111.60</b>

**Total - Construction Administration**

Lump Sum: \$35,683.60

USE: **\$35,680.00**

Manhour Estimate  
 Apron Expansion - Phase IV  
 Georgetown County Airport  
 May 15, 2018  
 TBI No. 2601-1801

Description		Prin	PM	GA
<b>Grant Administration &amp; Management Services</b>				
1	Prepare FAA and SCAC Reimbursement Requests.	1	4	12
2	Coordinate Questions and Reimbursements with County Staff, FAA, and SCAC.	1	1	12
3	Prepare Quarterly Reports. Coordinate with County and FAA.	1	2	6
<b>Work Hour Total</b>		<b>3</b>	<b>7</b>	<b>30</b>

**Labor Expenses**

Classification	Billing Rate	Estimated Work Hours	Estimated Cost
Principal	\$210.00	3	\$630.00
Project Manager	\$190.00	7	\$1,330.00
Grant Administrator III	\$ 90.00	30	\$2,700.00
<b>Subtotal - Labor Expenses</b>		<b>40</b>	<b>\$4,660.00</b>

**Direct Expenses**

Expense Description	Unit	Unit Rate	Estimated Units	Estimated Cost
Printing	Copies	\$ 0.08	400	\$ 32.00
Telephone/Facsimile	L.S.	\$ 60.00	1	\$ 60.00
<b>Subtotal - Direct Expenses</b>				<b>\$92.00</b>

**Total - Grant Administration & Management Services**

Lump Sum: \$4,752.00  
 Use: **\$4,750.00**

Manhour Estimate  
 Apron Expansion - Phase IV  
 Georgetown County Airport  
 May 15, 2018  
 TBI No. 2601-1801

#### Resident Project Representative Services

Contract Time: 60 Calendar Days	
(Assume 8.6 Weeks, 5.5 Days/Week @ 10 Hours/Day = 473 Hours	
RPR: 473 Hours @ \$80.00/hour	\$37,840.00
Per Diem: 64 Days @ \$175.00/day	\$9,100.00
<b>Total Estimated Cost - Resident Project Representative Services</b>	<b>\$46,940.00</b>

Note: Resident Project Representative Services will be performed full-time and on an hourly rate basis for labor and a per diem basis for expenses, in accordance with billing rate schedule shown above. RPR labor charges will be billed on an hourly basis for time worked on the project and for travel time. The cost of Resident Project Representative Services shall not exceed \$46,940.00 without prior approval from the Owner.

#### Special Services - Subconsultant Services

Quality Assurance Testing Services (Soil Consultants, Inc.)	\$18,845.00
<b>Total - Special Services - Subconsultant Services</b>	<b>\$18,845.00</b>

**Note:** Estimated Cost of Services are based on the Engineer's (and subconsultant's) understanding of project requirements and anticipated contractor construction work schedule. Billing charges will be based on time charged to the project by testing personnel. The cost of testing services shall not exceed \$18,845.00 without prior approval from the Owner.

#### Fixed Fee - Subconsultant Services

**\$1,900.00**

#### Summary of Costs

Project Formulation	\$4,420.00
Bidding Services	\$8,390.00
Construction Administration	\$35,690.00
Grant Administration & Management Services	\$4,750.00
Resident Project Representative Services	\$46,940.00
Special Services - Subconsultant Services	\$18,845.00
Fixed Fee - Subconsultant Services	\$1,900.00
<b>Total Amount for this Work Authorization</b>	<b>\$120,935.00</b>





# SOIL CONSULTANTS, INC.

## ENGINEERS AND GEOLOGISTS

SINCE 1951

P.O. DRAWER 698 • CHARLESTON, SC 29402 • (843) 723-4539 • Fax (843) 723-3648  
[www.soilconsultantsinc.com](http://www.soilconsultantsinc.com)

May 22, 2018

Talbert & Bright, Inc.  
4810 Shelley Drive  
Wilmington, North Carolina 28405

Attn: Mr. Al Smith, P.E.

Reference: Proposal for Construction Materials Testing  
Georgetown County Airport Apron Expansion (Phase IV)  
129 Airport Road  
Georgetown, South Carolina

SCI Proposal No. 12-18-087 (rev 1)

Dear Mr. Smith,

Soil Consultants, Inc. (SCI) is pleased to submit this revised proposal to provide construction materials testing services for the apron expansion of the Georgetown County Airport. We prepared our proposal using the information you provided to Mr. Taylor Johnson of SCI in your email on May 17, 2018.

Soil Consultants, Inc. is certified as an SCDOT Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) to provide geotechnical and environmental drilling, construction materials testing, non-destructive testing, and special inspections required by the International Building Code (Chapter 17). We are woman-owned and are certified as SBE by Charleston County and MWBE by the City of Charleston. Services provided by SCI may be applicable to your project's DBE/SBE participation levels.

### Scope of Service

Soil Consultants, Inc. will provide qualified personnel to provide testing services. Based on our review of the project plans and specifications, these services may include:

- Earthwork services (density testing with laboratory testing for material properties)
- Base course services (density testing with laboratory testing for material properties)
- Asphalt services (Monitor asphalt plant QA testing)
- Concrete services (monitoring during placement and testing for strength)

For each service, we provide an electronic report. We understand that in addition to our reporting website, data must be uploaded to a site to which you provide access. For estimating purposes, we have made no provision to report data in formats other than SCI format.

Mr. Al Smith P.E.  
Talbert & Bright, Inc.  
May 22, 2018

### Fee Estimate

Estimated fees to provide the outlined services with the noted conditions and under the terms included in the Soil Consultants, Inc. Terms and Conditions to the Agreement for Construction Materials Testing Services are presented in Table 1. Presented estimated fees are neither a not-to-exceed quotation nor a lump sum quotation. The quoted fees are for the number of trips, hours per trip noted, and number of samples/tests noted. We believe that the quoted fees should be sufficient to provide the required services; however, the efficiency of testing is solely dependent upon others. We have no control over requests for testing although we work with site personnel to efficiently use testing funds.

Table 1 outlines estimated fees based on our review of the testing outlined by the project plans and specification and our assumptions about contractor schedule. Invoices will be issued based on services rendered, subject to the noted conditions, and may differ from this estimate.

<b>Table 1 – Estimated Fees</b>							
<b>Preconstruction Meeting</b>	<b>Trips</b>	<b>Units /Trip</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Extension</b>	<b>Subtotal</b>
Senior Technician - regular time	1	5	5	hour	\$73.00	\$365.00	
Trip Charge	1	112	112	mile	\$0.65	\$72.80	
Administrative Support/Data Upload		0.5	0.5	hour	\$52.50	\$26.25	
<b>Estimated Fees - Preconstruction Meeting</b>							<b>\$464.05</b>
<b>Laboratory Testing - Soil</b>	<b>Trips</b>	<b>Units /Trip</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Extension</b>	<b>Subtotal</b>
Modified Proctor (ASTM D1557, Method A)		1	1	each	\$150.00	\$150.00	
Classification (ASTM D4318, D1140 & D422 wo hydrometer)		1	1	each	\$195.00	\$195.00	
Technician - regular time	1	4	4	hour	\$53.00	\$212.00	
Trip Charge	1	112	112	mile	\$0.65	\$72.80	
Administrative Support/Data Upload		0.5	0.5	hour	\$52.50	\$26.25	
<b>Estimated Fees- Laboratory Testing Soil</b>							<b>\$656.05</b>
<b>Soil Compaction - Nuclear Density</b>	<b>Trips</b>	<b>Units /Trip</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Rate</b>	<b>Extension</b>	<b>Subtotal</b>
Senior Technician - regular time (proof rolling)	2	5	10	hour	\$73.00	\$730.00	
Trip Charge (proof rolling)	2	112	224	mile	\$0.65	\$145.60	
Technician - regular time (density testing)	5	5	25	hour	\$53.00	\$1,325.00	
Trip Charge (density testing)	5	112	560	mile	\$0.65	\$364.00	
Nuclear Gauge	5	1	5	day	\$55.00	\$275.00	
Administrative Support/Data Upload		3.5	3.5	hour	\$52.50	\$183.75	
<b>Estimated Fees - Soil Compaction - Nuclear Density</b>							<b>\$3,023.35</b>

**SCI**

**SOIL CONSULTANTS, INC.**



Mr. Al Smith P.E.  
Talbert & Bright, Inc.  
May 22, 2018

Table 1 – Estimated Fees							
Laboratory Testing - Aggregate	Trips	Units /Trip	Quantity	Unit	Unit Rate	Extension	Subtotal
Flat or Elongated Particles (ASTM D4791)		1	1	each	\$80.00	\$80.00	
Los Angeles Abrasion (ASTM C131), <1-1/2"		1	1	each	\$235.00	\$235.00	
Modified Proctor (ASTM D1557, Method C)		1	1	each	\$190.00	\$190.00	
Sieve Analysis (Coarse Aggregate) (ASTM C136)		4	4	each	\$65.00	\$260.00	
Sieve Analysis (Fine Aggregate) (ASTM C136)		4	4	each	\$65.00	\$260.00	
Sulfate Soundness (ASTM C88) (5 cycles)		1	1	each	\$450.00	\$450.00	
Fractured Faces (ASTM D5981)		1	1	each	\$150.00	\$150.00	
Wash 200 (ASTM C117)		4	4	each	\$75.00	\$300.00	
Technician - regular time	1	4	4	hour	\$53.00	\$212.00	
Trip Charge	1	112	112	mile	\$0.65	\$72.80	
Administrative Support/Data Upload		0.5	0.5	hour	\$52.50	\$26.25	
Estimated Fees - Laboratory Testing - Aggregate							\$2,236.05
Aggregate/Base Course Compaction	Trips	Units /Trip	Quantity	Unit	Unit Rate	Extension	Subtotal
Technician - regular time	4	6	24	hour	\$53.00	\$1,272.00	
Trip Charge	4	112	448	mile	\$0.65	\$291.20	
Nuclear Gauge	4	1	4	day	\$55.00	\$220.00	
Administrative Support/Data Upload		2	2	hour	\$52.50	\$105.00	
Estimated Fees - Aggregate/Base Course Compaction							\$1,888.20
Base Course Coring Services	Trips	Units /Trip	Quantity	Unit	Unit Rate	Extension	Subtotal
Technician - regular time	4	6	24	hour	\$53.00	\$1,272.00	
Trip Charge	4	112	448	mile	\$0.65	\$291.20	
Base Course Cores	4	5	20	each	\$7.50	\$150.00	
Coring Machine & Generator	4	1	4	day	\$150.00	\$600.00	
Administrative Support/Data Upload		2	2	hour	\$52.50	\$105.00	
Estimated Fees - Base Course Coring Services							\$2,418.20
Asphalt Plant Monitoring	Trips	Units /Trip	Quantity	Unit	Unit Rate	Extension	Subtotal
Senior Technician - regular time	6	8	48	hour	\$73.00	\$3,504.00	
Senior Technician - overtime	6	4	24	hour	\$109.50	\$2,628.00	
Trip Charge	6	112	672	mile	\$0.65	\$436.80	
Administrative Support/Data Upload		3	3	hour	\$52.50	\$157.50	
Estimated Fees - Asphalt Plant Monitoring							\$6,726.30

**SCI**

SOIL CONSULTANTS, INC.

Page 3 of 7

SCI Proposal 12-18-087 (rev 1)

Mr. Al Smith P.E.  
Talbert & Bright, Inc.  
May 22, 2018

Table 1 – Estimated Fees							
Concrete Testing - Structural Concrete	Trips	Units /Trip	Quantity	Unit	Unit Rate	Extension	Subtotal
Technician - regular time	2	5	10	hour	\$53.00	\$530.00	
Trip Charge	2	112	224	mile	\$0.65	\$145.60	
Compressive Strength - concrete (4" x 8")	2	4	8	each	\$17.00	\$136.00	
Cylinder Pickup	2	3.5	7	hour	\$53.00	\$371.00	
Trip Charge	2	112	224	mile	\$0.65	\$145.60	
Administrative Support/Data Upload		2	2	hour	\$52.50	\$105.00	
Estimated Fees - Concrete Testing - Structural Concrete							\$1,433.20
TOTAL ESTIMATED FEES							\$18,845.40

Noted conditions for our service include:

1. Fees for field work are computed from time of departure to time of return to the laboratory, subject to the minimum charges outlined herein.
2. Trip charges are levied for each trip required to complete the requested service.
3. All field inspections require a 3-hour minimum charge during SCI regular business hours and require a minimum 4-hour charge outside of SCI regular business hours.
4. Pickup and/or delivery require a 2-hour minimum charge during SCI regular business hours and require a 4-hour minimum charge outside of SCI regular business hours.
5. Regular time for materials testing is defined as within SCI regular business hours: between 8 am and 4:30 pm Monday through Friday, excluding holidays.
6. Overtime is defined as all time before and after regular business hours Monday through Friday, all time on weekends, and all time on holidays.
7. Overtime rates of 1.5 times the appropriate personnel rate will be applicable and invoiced for all services provided outside of SCI regular business working hours and for all services provided on weekends. Overtime rates of 2.0 times the appropriate personnel rate will be applicable and invoiced for all field and laboratory services provided on holidays.
8. For in-house laboratory services requested after SCI regular business hours, on weekends, or on holidays, personnel overtime rates will apply in addition to the laboratory service unit rate. A minimum charge of 2-hours personnel overtime rate will apply for in-house laboratory services performed after SCI regular business hours, on weekends, or on holidays, with actual personnel time invoiced if greater than 2 hours.
9. Standby time or lost time, resulting through no fault of SCI, will be invoiced at the appropriate unit rates.
10. Mileage rates may be subject to additional fuel surcharge.
11. Estimated pricing does not include costs for re-tests due to failure.
12. Payment terms are net 30 days – 1.5% finance charge per month on all outstanding accounts over 30 days.
13. Payments made with credit cards (Visa or MasterCard) are subject to a 3% convenience fee.
14. Quoted fees include standard report distribution defined as one electronic copy to parties designated by the Client when the work is authorized.



Mr. Al Smith P.E.  
Talbert & Bright, Inc.  
May 22, 2018

15. Fees and conditions offered in this proposal will remain in force and effect for 60 days from the proposal date. If the proposal has not been accepted by execution and returned within the 60-day period, Soil Consultants, Inc. reserves the right to revise any service scope, fees, and/or condition to the proposal.
16. Quoted unit rates are valid for the remainder of the calendar year. Soil Consultants, Inc. reserves the right to levy unit rate increases for services provided in subsequent calendar years.
17. After contract acceptance, quoted unit rates are valid for the remainder of the calendar year unless noted. Soil Consultants, Inc. reserves the right to levy unit rate increases for services provided in subsequent calendar years.

#### Scheduling

To schedule our services, please contact our Materials Testing Department at (843) 723-4539. We request that you schedule our services with 24-hours' notice.

#### Authorization

To authorize our services with the outlined scope, fees, and noted conditions, execute the contract for this proposal (pages 6 and 7) and return it to us via email or facsimile. The *Agreement for Construction Materials Testing Services* requires signature, date, and printed name. The *Terms and Conditions to the Agreement for Construction Materials Testing Services* require initials and date. Return of the Agreement page constitutes acceptance of our proposal, Agreement and Terms and Conditions.

If you have exceptions to our proposal, *Agreement*, or *Terms and Conditions*, please note your exceptions and return the full document for review. Once the exceptions have been resolved by mutual agreement in writing, Soil Consultants, Inc. will consider the contract to be executed.

We appreciate the opportunity to present this proposal. If we may be of further assistance, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Brian Johnson', with a stylized flourish at the end.

M. Brian Johnson  
President



Item Number: 6.b  
Meeting Date: 8/28/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Procurement #17-042, Banking Services for Georgetown County

**CURRENT STATUS:**

The prior agreement with Wells Fargo Bank has reached its maximum term limitation and thus must be re-solicited.

**POINTS TO CONSIDER:**

This solicitation was advertised in a newspaper of general circulation in Georgetown County and the SC Business Opportunities Publication, posted on the county and SCBO websites, and direct mailed to all known offerors. The following three (3) responses were received based on projected annual service levels and cash deposits for Treasury Management and Lock Box Services:

- 1) Wells Fargo Bank of Charleston, SC with a branch in Georgetown, SC  
Earnings Credit Rate: 1.00%, Excess Funds Earnings Rate: 0.80%  
Total projected service fees: \$94,984.92  
Total projected earnings: \$68,012.04
- 2) TD Bank, N.A. of Columbia, SC with a branch in Georgetown, SC  
Earnings Credit Rate: 1.25%, Excess Funds Earnings Rate: 1.30%  
Total projected service fees: \$66,694.32  
Total projected earnings: \$164,637.96
- 3) First Citizens Bank of Raleigh, NC with a branch in Georgetown, SC  
Earnings Credit Rate: 0.50%, Excess Funds Earnings Rate: N/A  
Total projected service fees: \$74,271.48  
Total projected earnings: N/A

**FINANCIAL IMPACT:**

The earnings on our bank accounts will more than offset fees for the bank services.

**OPTIONS:**

- 1) Award a contract to TD Bank, N.A. for Banking Services, including lock box services, for Georgetown County.
- 2) Decline to award.

**STAFF RECOMMENDATIONS:**

Proposals were reviewed by the an evaluation committee made up of the Treasurer's office staff and the Finance Department staff. Of the three (3) respondents, all were found to be complete bid packages responding to all items. Staff recommends award of Bid #17-042, Banking Services, including lock box services, for Georgetown County to TD Bank, N.A. based on past experience, referrals, presentation, and bid proposal pricing showing the lowest fees for services, the highest

earnings credit rate and the highest earnings rate for excess deposits.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▣ Procurement Solicitation Approval	Cover Memo
▣ Public Bid Opening Tabulation	Cover Memo
▣ Bid Summary Worksheet	Cover Memo
▣ Award Recommendation	Cover Memo



Georgetown County, South Carolina  
PROCUREMENT SOLICITATION APPROVAL  
Procurement # 17-042

Procurement for: Banking Services for Georgetown County

Department: Treasurer's Office

Budgeted: ☒ YES ☐ NO

Budgeted/Estimated Cost: *As Needed* FY 18

Funds Available: ☒ YES ☐ NO ☐ Pending Budget Approval

☐ Cash Purchase

☐ Municipal Lease/Purchase Financing (8 -YR)

Funding Source Location	
G/L Account Number	Funding Amount
<i>01000140705</i> <i>N/A sep</i>	<i>As Needed</i>

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

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

Grant Approval Attached : ☐ YES ☒ NO

*Allison Sippel Petrait*  
Department Director/Elected Official

*8/14/2017*  
Date

*[Signature]*  
Purchasing

*8/14/17*  
Date

*Scott C. Prouton*  
Finance Director

*8/15/17*  
Date

*[Signature]*  
County Administrator

*8/17/17*  
Date



# Public Bid Opening Tabulation

Bid #17-042

Banking Services for Georgetown County

Wednesday, May 30, at 3:30 PM Eastern Time

<u>OFFEROR</u>	<u>PROPOSAL RECEIVED</u>	<u>Comments</u>
Wells Fargo	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
First Citizens Bank	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
TD Bank, NA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	

OPENED BY: B. Zingler

WITNESS: Am G. Puckett

## Bid Summary Worksheet for RFP#17-042, Banking Services Bid for Georgetown County

### BASE BID PRICE PROPOSAL:

BASE BID PRICE PROPOSAL:			First Citizens Bank		Wells Fargo		TD Bank	
AFP Code	Service	Monthly Volume	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
General Account Services								
000230	RECOUPMENT MONTHLY	17,951	\$ -	\$ -	\$ 0.06	\$ 1,077.06	\$ -	\$ -
010000	ACCOUNT MAINTENANCE-CHEXSTOR	12	\$ 21.00	\$ 252.00	\$ 8.00	\$ 96.00	\$ 9.35	\$ 112.20
010020	ZERO BALANCE MASTER ACCOUNT MAINT	1	\$ 35.00	\$ 35.00	\$ 9.00	\$ 9.00	\$ 23.65	\$ 23.65
010021	ZERO BALANCE MONTHLY BASE	2	\$ 25.00	\$ 50.00	\$ 9.00	\$ 18.00	\$ 14.85	\$ 29.70
250201	ELECTRONIC CREDITS POSTED	319	\$ 0.40	\$ 127.60	\$ 0.20	\$ 63.80	\$ -	\$ -
010100	DEBITS POSTED	83	\$ 0.20	\$ 16.60	\$ 0.20	\$ 16.60	\$ -	\$ -
Paper Checks Deposited								
100220	DEPOSITED CHECKS - ON US	298	\$ 0.15	\$ 44.70	\$ 0.04	\$ 11.92	\$ 0.09	\$ 27.86
100223	DEPOSITED CHECKS	1,906	\$ 0.15	\$ 285.90	\$ 0.04	\$ 76.24	\$ 0.09	\$ 178.21
General Disbursement Services								
150100	DDA CHECKS PAID	2,850	\$ 0.20	\$ 570.00	\$ 0.20	\$ 570.00	\$ 0.13	\$ 360.53
150410	STOP PAYMENT - ONLINE	2	\$ 23.00	\$ 46.00	\$ 6.00	\$ 12.00	\$ 15.40	\$ 30.80
150412	STOP PAYMENT - AUTO RENEWAL	68		\$ -	\$ 3.00	\$ 204.00	\$ -	\$ -
150300	MICR CHECK REJECTS THROUGH 1%	18		\$ -		\$ -	\$ -	\$ -
Cash Branch/Store Channel								
100000	BRANCH/STORE/NIGHT DROP DEPOSIT	7	\$ 1.75	\$ 12.25	\$ 1.20	\$ 8.40	\$ 0.63	\$ 4.43
100000	POST VERIFY DEPOSIT	160		\$ -	\$ 0.75	\$ 120.00	\$ -	\$ -
100000	CASH DEPOSITED IN BRANCH/STORE	389	\$ 0.16	\$ 62.24	\$ 0.00	\$ 0.35	\$ 0.63	\$ 246.04
100015	CASH DEP/\$1 VERIFY IN CASH VAULT T1	43,570		\$ -	\$ 0.00	\$ 28.32	\$ 0.00	\$ 13.07
100015	CASH DEP/\$1 VERIFY IN CASH VAULT T2	81,663		\$ -	\$ 0.00	\$ 12.25	\$ 0.00	\$ 24.50
100500	DEP CORRECTION NIGHT DROP	1	\$ 6.00	\$ 6.00	\$ -	\$ -	\$ -	\$ -
100048	CASH ORDERED IN BRANCH/STORE	970		\$ -	\$ 0.00	\$ 1.55	\$ -	\$ -
100048	ROLLED COIN ORDERED IN BRANCH/STORE	10	\$ 0.15	\$ 1.50	\$ 0.15	\$ 1.50	\$ -	\$ -
100048	PER CHANGE ORDER FEE IN BRANCH/STORE	4	\$ 1.30	\$ 5.20	\$ 5.00	\$ 20.00	\$ -	\$ -
150500	ON-US CHK CASHED FOR NONACCT HOLDER	11		\$ -	\$ -	\$ -	\$ -	\$ -
Desktop Deposit/Electronic Check								
400003	DESKTOP DEPOSIT MONTHLY BASE	4	\$ 60.00	\$ 240.00	\$ 10.00	\$ 40.00	\$ 38.50	\$ 154.00
010101	DESKTOP DEPOSIT CREDIT POSTED	22	\$ 0.50	\$ 11.00	\$ 0.20	\$ 4.40	\$ 0.63	\$ 13.92
100220	DESKTOP DEPOSIT-ON US DEPOSIT ITEM	332	\$ 0.10	\$ 33.20	\$ 0.02	\$ 6.64	\$ 0.15	\$ 51.13
100224	DESKTOP DEPOSIT-OFF US DEP ITEM	2,064	\$ 0.10	\$ 206.40	\$ 0.02	\$ 41.28	\$ 0.15	\$ 317.86
409999	DESKTOP DEPOSIT DISCRETIONARY DATA	0		\$ -	\$ -	\$ -	\$ -	\$ -
Cash Vault								
100110	VAULT DEPOSITED COIN - ROLLED	1	\$ 0.16	\$ 0.16	\$ 0.12	\$ 0.12	\$ -	\$ -

# Bid Summary Worksheet for RFP#17-042, Banking Services Bid for Georgetown County

## BASE BID PRICE PROPOSAL:

BASE BID PRICE PROPOSAL:			First Citizens Bank		Wells Fargo		TD Bank	
AFP Code	Service	Monthly Volume	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ACH								
250000	ACH MONTHLY BASE	1	\$ 40.00	\$ 40.00	\$ 30.00	\$ 30.00	\$ 28.60	\$ 28.60
250501	ACH TRANSMISSION CHARGE	23	\$ 6.00	\$ 138.00	\$ 5.00	\$ 115.00	\$ 11.00	\$ 253.00
250102	ACH ONE DAY ITEM	725	\$ 1.00	\$ 725.00	\$ 0.05	\$ 36.25	\$ 0.09	\$ 67.79
250102	ACH TWO DAY ITEM	53	\$ 0.14	\$ 7.42	\$ 0.05	\$ 2.65	\$ 0.09	\$ 4.96
250000	ACH PAYMENTS BASE FEE	1	\$ -	\$ -	\$ 30.00	\$ 30.00	\$ -	\$ -
250500	ACH PAYMENTS ONLINE BATCH RELEASE	3		\$ -	\$ 5.00	\$ 15.00	\$ 0.63	\$ 1.90
250102	ACH PAYMENTS TWO DAY ITEM	1,751	\$ 0.14	\$ 245.14	\$ 0.05	\$ 87.55	\$ 0.09	\$ 163.72
250622	ACH EXCEPTION PROCESS-DUPICAT FILE	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ -	\$ -
250302	ACH RETURN ADMIN -ELECTRONIC	1	\$ 5.00	\$ 5.00	\$ 2.50	\$ 2.50	\$ 3.03	\$ 3.03
250302	ACH NOC - INFO REPORTING ADVICE	3	\$ 2.00	\$ 6.00	\$ 2.50	\$ 7.50	\$ 2.20	\$ 6.60
250202	ACH RECEIVED ITEM	301	\$ 0.40	\$ 120.40	\$ -	\$ -	\$ 0.11	\$ 33.11
250703	ACH ONLINE SUBSCRIPTION - ACCOUNT	11		\$ -	\$ -	\$ -	\$ -	\$ -
250400	ACH ONLINE RETURN SUBSCRIPTION-ACCOUNT	2		\$ -	\$ 15.00	\$ 30.00	\$ -	\$ -
250400	ACH ONLINE RETURN SUBSCRIPTION - ITEM	10	\$ -	\$ -	\$ 0.50	\$ 5.00	\$ -	\$ -
250102	ACH SAME DAY	0	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ 1.38	\$ -
250102	ACH PAYMENTS SAME DAY ITEM	0	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ 1.38	\$ -
250703	ACH ONLINE SUBSCRIPTION - ITEM	0		\$ -	\$ 0.25	\$ -	\$ -	\$ -
250120	ACH ORIGINATED - ADDENDA REC	0		\$ -	\$ -	\$ -	\$ 0.03	\$ -
250620	ACH DELETE - ITEM	0	\$ 10.00	\$ -	\$ 30.00	\$ -	\$ 6.60	\$ -
250642	ACH REVERSAL - ITEM	0	\$ 10.00	\$ -	\$ 35.00	\$ -	\$ 6.60	\$ -
250620	ACH DELETE/REVERSE - BATCH/FILE	0	\$ 10.00	\$ -	\$ 40.00	\$ -	\$ 27.50	\$ -
ACH Fraud Filter								
251050	ACH FRAUD FILTER REVIEW MO BASE	9	\$ 25.00	\$ 225.00	\$ 15.00	\$ 135.00	\$ 8.80	\$ 79.20
251052	ACH FRAUD FILTER STOP - ITEM	0	\$ 5.00	\$ -	\$ 5.00	\$ -	\$ -	\$ -
251053	ACH FRAUD FILTER REVIEW - ITEM	0	\$ 5.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
251050	ACH FRAUD FILTER STOP MTHLYBASE	0	\$ 25.00	\$ -	\$ 10.00	\$ -	\$ -	\$ -
Account Reconcilement								
200010	ARP MONTHLY BASE - FULL	1	\$ 65.00	\$ 65.00	\$ 40.00	\$ 40.00	\$ 46.75	\$ 46.75
200201	ARP FULL RECON-ITEM	2,128	\$ 0.07	\$ 148.96	\$ 0.05	\$ 106.40	\$ 0.05	\$ 105.34
200020	ARP MONTHLY BASE - PARTIAL	1	\$ 55.00	\$ 55.00	\$ 40.00	\$ 40.00	\$ 33.00	\$ 33.00
200310	ARP PARTIAL RECONCILIATION - ITEM	549	\$ 0.15	\$ 82.35	\$ 0.04	\$ 21.96	\$ -	\$ -
200201	ARP PART POSITIVE PAY ISSUE - ITEM	482	\$ 0.08	\$ 38.56	\$ 0.02	\$ 9.64	\$ -	\$ -
200301	ARP OUTPUT - TRANSMISSION	2	\$ 10.00	\$ 20.00	\$ 5.00	\$ 10.00	\$ 19.25	\$ 38.50
200100	OUTGOING TRANSMISSION - PER ITEM	2,433		\$ -	\$ 0.01	\$ 24.33	\$ -	\$ -
200200	ONLINE REGISTER INPUT - ITEM	3		\$ -	\$ -	\$ -	\$ 0.69	\$ 2.06
200310	ARP OPTIONAL REPORTS	2		\$ -	\$ 5.00	\$ 10.00	\$ 16.50	\$ 33.00

## Bid Summary Worksheet for RFP#17-042, Banking Services Bid for Georgetown County

### BASE BID PRICE PROPOSAL:

<u>AFP Code</u>	<u>Service</u>	<u>Monthly Volume</u>	<u>First Citizens Bank</u>		<u>Wells Fargo</u>		<u>TD Bank</u>	
			<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Unit Price</u>	<u>Total Price</u>
200305	ONLINE ARP STMT & RPTS MONTHLY BASE	2		\$ -	\$ -	\$ -	\$ -	\$ -
209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	2,577		\$ -	\$ 0.00	\$ 2.65	\$ -	\$ -
200310	ARP PAPER STMT/REPORT MONTHLY BASE	2		\$ -	\$ -	\$ -	\$ -	\$ -
200329	ARP PAPER STATEMENT/REPORT DELIVERY	2		\$ -	\$ 10.00	\$ 20.00	\$ -	\$ -
400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	0		\$ -	\$ 0.03	\$ -	\$ -	\$ -
400052	ARP STMTS & RPTS (CSV/EXCEL) BASE	0		\$ -	\$ 80.00	\$ -	\$ -	\$ -
<b>Positive Pay</b>								
150030	POSITIVE PAY MONTHLY BASE	2	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	\$ 33.00	\$ 66.00
150030	POSITIVE PAY ONLY MONTHLY BASE	1	\$ 50.00	\$ 50.00	\$ 75.00	\$ 75.00	\$ 33.00	\$ 33.00
150723	POSITIVE PAY EXCEPTION - ONLINE IMAGE	0		\$ -	\$ 1.00	\$ -	\$ -	\$ -
150129	POSITIVE PAY EXCEPTION CHECKS RETND	0		\$ -	\$ 10.00	\$ -	\$ 8.25	\$ -
200399	POSITIVE PAY EXCEPTIONS - ITEM	0		\$ -	\$ 5.00	\$ -	\$ -	\$ -
150120	POSITIVE PAY ONLY - ITEM	0	\$ 0.08	\$ -	\$ 0.08	\$ -	\$ -	\$ -
<b>Image Delivery</b>								
151350	IMAGE PAID CHECK MONTHLY BASE	2	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 35.75	\$ 71.50
151353	IMAGE PAID CHECK PER CD	3	\$ 25.00	\$ 75.00	\$ 5.00	\$ 15.00	\$ 6.05	\$ 18.15
151399	IMAGE PAID CHECK PER ITEM	2,570	\$ 0.06	\$ 154.20	\$ 0.03	\$ 77.10	\$ 0.04	\$ 98.95
151352	ONLINE IMAGE VIEW < 90 DAYS - ITEM	26		\$ -	\$ 1.00	\$ 26.00	\$ -	\$ -
151352	ONLINE IMAGE VIEW > 90 DAYS - ITEM	13		\$ -	\$ 1.00	\$ 13.00	\$ -	\$ -
150400	ONLINE SEARCH	56		\$ -	\$ 0.50	\$ 28.00	\$ -	\$ -
<b>Returned Items</b>								
100414	ONLINE RETURN ITEM SERVICE MTHLY BASE	10		\$ -	\$ -	\$ -	\$ -	\$ -
100400	RETURN ITEM - CHARGEBACK	1	\$ 10.00	\$ 10.00	\$ 4.00	\$ 4.00	\$ 7.15	\$ 7.15
100402	RETURN ITEM REDEPOSITED	3	\$ 7.00	\$ 21.00	\$ 3.50	\$ 10.50	\$ 7.15	\$ 21.45
100401	RETURN ITEM SPECIAL INST MTHLY BASE	1	\$ 25.00	\$ 25.00	\$ 10.00	\$ 10.00	\$ -	\$ -
100400	RETURN ITEM SPECIAL INSTRUCTIONS	1		\$ -	\$ 0.35	\$ 0.35	\$ 6.60	\$ 6.60
100410	ONLINE RETN ITEM SUBSCRIPTION PER ACCT	10		\$ -	\$ -	\$ -	\$ -	\$ -
100414	ONLINE RETURN ITEM RETRIEVAL-IMAGE	0		\$ -	\$ 1.00	\$ -	\$ -	\$ -
100410	ONLINE RETN ITEM SUBSCRIPTION PER ITEM	0		\$ -	\$ 1.00	\$ -	\$ -	\$ -
<b>Wire Transfers</b>								
350402	WIRE DETAIL RPT SUBSCRIPTION-ACCT	10		\$ -	\$ -	\$ -	\$ -	\$ -
350402	WIRE DETAIL RPT SUBSCRIPTION-ITEM	7		\$ -	\$ 1.00	\$ 7.00	\$ -	\$ -
359999	WIRE MONTHLY DDA BASE - VOICE	1		\$ -	\$ 6.00	\$ 6.00	\$ -	\$ -
359999	WIRE SECURITY PIN MONTHLY BASE	1		\$ -	\$ 1.50	\$ 1.50	\$ -	\$ -
350300	WIRE IN - DOMESTIC	1	\$ 16.00	\$ 16.00	\$ 5.00	\$ 5.00	\$ 7.70	\$ 7.70
350104	WIRE OUT DOMESTIC - ONLINE	2	\$ 10.00	\$ 20.00	\$ 9.00	\$ 18.00	\$ 7.45	\$ 14.90



# Bid Summary Worksheet for RFP#17-042, Banking Services Bid for Georgetown County

## BASE BID PRICE PROPOSAL:

AFP Code	Service	Monthly Volume	First Citizens Bank		Wells Fargo		TD Bank	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
350124	WIRE BOOK TRANSFER - ONLINE	0		\$ -	\$ 3.00	\$ -	\$ 7.45	\$ -
350104	WIRE OUT INTL FX- ONLINE	0		\$ -	\$ 25.00	\$ -	\$ 9.90	\$ -
350113	WIRE OUT INTL USD - ONLINE	0	\$ 45.00	\$ -	\$ 30.00	\$ -	\$ 17.60	\$ -
359999	WIRE IN REPAIR SURCHARGE	0		\$ -	\$ 9.00	\$ -	\$ -	\$ -
359999	WIRE OUT - RETURNED TO ORIGINATOR	0		\$ -	\$ 55.00	\$ -	\$ -	\$ -
359999	WIRE OUT REPAIR SURCHARGE	0		\$ -	\$ 9.00	\$ -	\$ -	\$ -
<b>Tax Payments</b>								
010000	TAX ACCESS CODE MONTHLY BASE	1		\$ -	\$ 3.00	\$ 3.00	\$ -	\$ -
010000	TAX PAYMENT	4		\$ -	\$ -	\$ -	\$ 0.09	\$ 0.37
010000	TAX RECEIPT	4		\$ -	\$ 2.50	\$ 10.00	\$ -	\$ -
<b>Information Reporting</b>								
400000	ONLINE PREV DAY SUBSCRIPTION MTHLYBASE	11		\$ -	\$ 20.00	\$ 220.00	\$ -	\$ -
400001	ONLINE PREVIOUS DAY ITEM LOADED	3,306		\$ -	\$ 0.15	\$ 495.90	\$ -	\$ -
400003	ONLINE INTRADAY SUBSCRIPTION MTHLYBASE	10		\$ -	\$ 10.00	\$ 100.00	\$ -	\$ -
400002	ONLINE BASIC BANKING - MONTHLY BASE	1	\$ 65.00	\$ 65.00	\$ 40.00	\$ 40.00	\$ 63.25	\$ 63.25
400002	ONLINE BASIC BANKING ADDL ACCT-MO BASE	17	\$ 5.00	\$ 85.00	\$ -	\$ -	\$ 7.15	\$ 121.55
4002ZZ	ONLINE EVENT MESSAGING SERVICE - EMAIL	283		\$ -	\$ -	\$ -	\$ -	\$ -
4002ZZ	ONLINE EVENT MESSAGING SERVICE - FAX	2		\$ -	\$ 2.00	\$ 4.00	\$ -	\$ -
400800	ELECTRONIC WINDOW EXTENDED STOR 120	6,141		\$ -	\$ -	\$ -	\$ -	\$ -
409999	INFOFAX RETURN MONTHLY BASE	1		\$ -	\$ -	\$ -	\$ -	\$ -
400224	ONLINE INTRADAY ITEM VIEWED	0		\$ -	\$ 0.06	\$ -	\$ -	\$ -
<b>EDI Reporting</b>								
300524	ONLINE EDI PMT DETAIL SUBSC MO BASE	1	\$ 18.00	\$ 18.00	\$ -	\$ -	\$ 28.60	\$ 28.60
300524	ONLINE EDI PMT DETAIL - ITEM	0	\$ 5.00	\$ -	\$ 0.10	\$ -	\$ 0.14	\$ -
300524	ONLINE EDI PMT DETAIL - ADDENDA ITEM	0		\$ -	\$ 0.18	\$ -	\$ 0.03	\$ -
<b>Total Service Charges</b>				\$ 4,606.78		\$ 4,530.22		\$ 3,047.60
<b>Average Collected Balance</b>			\$ 18,000,000.00	\$ 18,000,000.00	\$ 18,000,000.00	\$ 18,000,000.00	\$ 18,000,000.00	\$ 18,000,000.00
<b>Less: Reserves percent (%) if required</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Investable Balance Available for Service</b>				\$ 18,000,000.00		\$ 18,000,000.00		\$ 18,000,000.00
<b>Earnings Credit Rate (ECR) (%) and Amount</b>			0.50%	\$ 7,500.00	1.00%	\$ 15,000.00	1.25%	\$ 18,750.00
<b>Current Month Analysis Charges</b>				\$ 4,606.78		\$ 4,530.22		\$ 3,047.60
<b>Service Fees Due (If &gt; 0)</b>				\$ -		\$ -		\$ -
<b>Balance Required to Cover Analysis Charges</b>				\$ 11,056,272.00		\$ 5,436,259.63		\$ 2,925,699.26
<b>Monthly Interest Paid on Excess Balance</b>				N/A		\$ 8,375.83		\$ 16,330.49



# Bid Summary Worksheet for RFP#17-042, Banking Services Bid for Georgetown County

## BASE BID PRICE PROPOSAL:

AFP Code Service

Monthly  
Volume

### First Citizens Bank

Unit Price

Total Price

### Wells Fargo

Unit Price

Total Price

### TD Bank

Unit Price

Total Price

## ADD/ALTERNATE #1 PRICE PROPOSAL: Lockbox Services

050010	Monthly Maint Unique Zip	3	\$ 150.00	\$ 450.00	\$ 100.00	\$ 300.00	\$ 110.00	\$ 330.00
050012	Box Rental	3	\$ 100.00	\$ 300.00	\$ 18.75	\$ 56.25	\$ 130.00	\$ 390.00
050200	Item Processing (Real and Personal Property)	1,630	\$ 0.08	\$ 130.40	\$ 0.30	\$ 489.00	\$ 0.17	\$ 268.95
050200	Item Processing (Motor Vehicle estimate)	5,300	\$ 0.08	\$ 424.00	\$ 0.30	\$ 1,590.00	\$ 0.17	\$ 874.50
05020Z	Batch Preparation (Real & Personal Property)	56	\$ 1.25	\$ 70.00	\$ 1.25	\$ 70.00	\$ 0.77	\$ 43.12
05020Z	Batch Preparation (Motor Vehicle estimate)	56	\$ 1.25	\$ 70.00	\$ 1.25	\$ 70.00	\$ 0.77	\$ 43.12
05021F	Packaging	2	\$ 1.75	\$ 3.50	\$ 30.00	\$ 60.00	\$ 44.00	\$ 88.00
050530	Unprocessable Items (Real & Personal Property)	177	\$ 0.17	\$ 30.09	\$ 0.20	\$ 35.40	\$ 0.25	\$ 43.81
050530	Unprocessable Items (Motor Vehicle estimate)	150	\$ 0.17	\$ 25.50	\$ 0.20	\$ 30.00	\$ 0.25	\$ 37.13
100240	Check Clearing Fee (Real & Personal Property)	1,630		\$ -	\$ 0.05	\$ 81.50	\$ 0.02	\$ 26.90
100240	Check Clearing Fee (Motor Vehicle estimate)	5,300		\$ -	\$ 0.05	\$ 265.00	\$ 0.02	\$ 87.45
059999	Transmission Per Item (Real & Personal Property)	1,602	\$ 0.01	\$ 16.02	\$ 0.02	\$ 32.04	\$ 0.01	\$ 13.30
059999	Transmission Per Item (Motor Vehicle estimate)	5,300	\$ 0.01	\$ 53.00	\$ 0.02	\$ 106.00	\$ 0.01	\$ 43.99
050303	Multi DDA - Per DDA	1		\$ -	\$ -	\$ -	\$ 22.00	\$ 22.00
050101	Transmissions	2	\$ 5.00	\$ 10.00	\$ 100.00	\$ 200.00	\$ 99.00	\$ 198.00
				\$ 1,582.51		\$ 3,385.19		\$ 2,510.25

Total Service Fees, Including Lock Box Services

Balance Required to Cover Analysis Charges

Monthly Interest Paid on Excess Balance

\$ 6,189.29	\$ 7,915.41	\$ 5,557.86
\$ 14,854,296.00	\$ 9,498,487.63	\$ 5,335,543.20
N/A	\$ 5,667.67	\$ 13,719.83



**Allison Sippel Peteet**  
**Georgetown County Treasurer**  
129 Screven Street  
Georgetown, South Carolina 29440

## **Memorandum**

**To:** County Council  
**From:** Allison Sippel Peteet, Treasurer/ Tax Collector  
**Date:** August 9, 2018  
**Re:** Recommendation for Banking Services

Members of the Evaluation Panel included:

Allison Sippel Peteet - Treasurer	Scott Proctor - Finance Director
Vonda Johnson Collins- Deputy Treasurer	Ed Kilcullen - Accounting Manager
Samantha Point - Accounting Clerk	Karen Worzalla - Finance Accountant

Proposals were received from:

**TD Bank-Ranked #1**

Earnings Credit Rate: 1.25%, Excess Funds Earnings Rate: 1.30%,  
Total projected service fees: \$66,694.32  
Total projected earnings: \$164,637.96

**Wells Fargo Bank-Ranked #2**

Earnings Credit Rate: 1.00%, Excess Funds Earnings Rate: 0.80%,  
Total projected service fees: \$94,984.92  
Total projected earnings: \$68,012.04

**First Citizens Bank-Ranked #3**

Earnings Credit Rate: 0.50%, Excess Funds Earnings Rate: N/A  
Total projected service fees: \$74,271.48  
Total projected earnings: N/A

TD Bank ranked highest amongst the three proposals received. In addition to providing banking services to Georgetown County, they also provide services to many other counties in South Carolina. All who I have reached out to have given TD Bank excellent reviews. Our past experience with TD bank and their Lockbox service has been exceptional and we look forward to continue to work with them.

All the banks had the same Bid Summary Worksheet to fill out. As you can see, TD Bank gave us the highest Earnings Credit Rate (ECR). (See document included)

TD Bank provided our panel with a thorough overall view of their proposal, showed us many online and innovative services that will be beneficial to the county, and impressed upon us how eager they are to commit to a successful relationship going forward.

Based on past experience, referrals, presentation, and the bid, I hereby recommend awarding RFP #17-042 including the Add/Alt #1 for Lockbox service to TD Bank.



Allison Sippel Peteet  
County Treasurer / Tax Collector

Item Number: 6.c  
Meeting Date: 8/28/2018  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Contract #13-026, Amendment #4, Internet Service Provider

**CURRENT STATUS:**

The current internet services agreement with the internet provider Southern Coastal Cable has expired. With this agreement dating back to 2013, the county would normally offer out a request for proposal as the agreement has exceeded 5 years. However, the county MIS department requests an additional extension of two years with the current internet provider.

**POINTS TO CONSIDER:**

This request is largely based on the following:

1. Over the next couple of years, the County would like to move the data center and central point for all internet activity to the upcoming recreational facility to be located in Andrews. A renewal for internet services would be forced at that time regardless.
2. The current price (\$1,256.15 for internet with \$450 to include TV at various remote sites) is believed to be very competitive already.
3. Moving internet providers is a time consuming effort on behalf of the County administrative staff. The external IP addresses for the County would all have to be changed bringing about considerable effort in doing so. These activities may have to all be repeated in two years as the site at Andrews is brought online.
4. The MIS team reports that Southern Coastal Cable has been a great partner to work with and who has also provided, at no additional costs, internet services for the Bass Tournaments. This service would be expected to be in jeopardy should alternate internet services be made.

**FINANCIAL IMPACT:**

Budget amounts would stay consistent with the history for this vendor.

**OPTIONS:**

- 1) Approve the attached Amendment #4 to extend the current agreement with Southern Coastal Cable an additional two (2) years.
- 2) Decline the request.

**STAFF RECOMMENDATIONS:**

The MIS department in coordination with the County's outsourced IT firm, VC3, recommends extending the agreement with the current provider, Southern Coastal Cable, an additional two (2) years or until the move to Andrews forces these services to be rebid for the reasons as mentioned above.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▢ Recommendation from Clark Cooper, Director of MIS	Cover Memo
▢ Contract #13-026, Amendment #4	Cover Memo

# Georgetown County Managed Information Services

## Memorandum

**To:** County Council

**From:** Clark Cooper

**Date:** 08-13-2018

**Re:** Contract #13-026, Internet Service Provider Agreement

The current internet services agreement with the internet provider Southern Coastal Cable has expired. With this agreement dating back to 2013, the county would normally offer out a request for proposal as the agreement has exceeded 5 years. However, the county MIS department requests an additional extension of two years with the current internet provider.

1. Over the next couple of years, the County would like to move the data center and central point for all internet activity to the upcoming recreational facility to be located in Andrews. A renewal for internet services would be forced at that time regardless.
2. The current price (\$1,256.15 for internet with \$450 to include TV at various remote sites) is believed to be very competitive already.
3. Moving internet providers is a time consuming effort on behalf of the County administrative staff. The external IP addresses for the County would all have to be changed bringing about considerable effort in doing so. These activities may have to all be repeated in two years as the site at Andrews is brought online.
4. The MIS team reports that Southern Coastal Cable has been a great partner to work with and who has also provided, at no additional costs, internet services for the Bass Tournaments. This service would be expected to be in jeopardy should alternate internet services be made.

Please take this points into consideration as the MIS department requests a stay with the current Internet Services Provider Southern Coastal Cable.

Thank you,

A handwritten signature in black ink, appearing to read 'Clark Cooper', with a long horizontal flourish extending to the right.

Clark Cooper, Director of MIS

**Amendment No. 4 to Contract No. 13-026, Internet Service Provider**

THIS **AMENDMENT No. 4**, is entered into this 28<sup>th</sup> Day of August 2018, between the County of Georgetown, South Carolina ("COUNTY"), and **Southern Coastal Cable, LLC ("PROVIDER")**, whose Administrative Office is located at 2101 South Fraser Street, Georgetown, SC 29440.

**IN WITNESS WHEREOF:**

**WHEREAS**, the parties did enter into a Master Services Agreement, effective July 1<sup>st</sup>, 2013 for **Internet Service Provider**; and,

**WHEREAS**, the parties desire to amend said Agreement as hereinafter set forth, effective as of August 28<sup>th</sup>, 2018;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in said Agreement, it is mutually agreed as follows:

1. Both parties agree to continue the existing Agreement for an additional two (2) year period, through June 30<sup>th</sup>, 2020.

Except as hereinabove provided, said Agreement is hereby in all other respects ratified and confirmed.

**IN WITNESS WHEREOF**, the parties hereto have caused this **Amendment No. 4** to be signed by their duly authorized representatives. To facilitate execution, this Agreement may be executed, including electronically, in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

WITNESS:

**SOUTHERN COASTAL CABLE, LLC**

\_\_\_\_\_

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

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

**COUNTY OF GEORGETOWN**

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

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

ATTEST:

\_\_\_\_\_

**Item Number:** 9.a  
**Meeting Date:** 8/28/2018  
**Item Type:** RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

RESOLUTION NO. 2018-23 - A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA AND LIBERTY STEEL GEORGETOWN, INC., WHEREBY, UNDER CERTAIN CONDITIONS, GEORGETOWN COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES; AND PROVIDING FOR RELATED MATTERS.

**CURRENT STATUS:**

Pending adoption.

**POINTS TO CONSIDER:**

Georgetown County, South Carolina, acting by and through its County Council, is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act"), and Title 4, Chapter 1 (the "Park Act"), Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County.

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

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

**OPTIONS:**

1. Adopt Resolution No. 2018-23.
2. Do not adopt Resolution No. 2018-23.



**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Resolution No. 2018-23.

**ATTACHMENTS:**

	Description	Type
▣	Resolution No 2018-23 - Authorizing Inducement Agreement Liberty Steel Inc	Resolution Letter

## RESOLUTION NO. 2018-23

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

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

**WHEREAS**, Liberty Steel Georgetown, Inc. (the “*Company*”) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an expansion to its manufacturing facilities located at 420 South Hazard Street, Georgetown, South Carolina, in the County (collectively, the “*Project*”), which will result in expected investment by the Company in the Project of at least \$16,600,000.00 in non-exempt investment and the expected creation and maintenance of not less than 150 new, full-time jobs (with benefits) in connection therewith, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

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

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

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

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

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

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

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

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

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

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

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

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

**DONE** in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2018.

**GEORGETOWN COUNTY, SOUTH CAROLINA**

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

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

Attest:

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

**STATE OF SOUTH CAROLINA**

**COUNTY OF GEORGETOWN**

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

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

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

**INDUCEMENT AGREEMENT  
AND MILLAGE RATE AGREEMENT**

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

**WITNESSETH:**

**ARTICLE I  
RECITATION OF FACTS**

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

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

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

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

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

Act, and the County has agreed, subject to consent of the City, to use its best efforts to cause the Project to be located in a Park.

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

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

The County agrees as follows:

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

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

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

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

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

(c) The Fee Agreement shall contain a provision requiring the Company to make payments of fees in lieu of taxes (“**FILOT**”) to the County for a period of twenty (20) years after each year of the capital investment made under the Fee Agreement during the Investment Period. Except as otherwise provided herein, the amounts of such payments shall be determined by using (i) an assessment ratio of 6.0%; (ii) a fixed millage rate of 293.5 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2017); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Notwithstanding the foregoing provisions related to calculation of FILOT, if after the expiration of the Investment Period, other than during the final property tax year of the Fee Agreement, the number of full-time jobs (with benefits) maintained by the Company at the Project falls below 150 in any tax year, then the FILOT paid for the next proceeding property tax year (such year being a “Suspension Year”) shall be calculated as if no part of the Project were “economic development property” within the meaning of the FILOT Act, so that the FILOT to be paid with respect to such Suspension Year are equal to the normal *ad valorem* taxes which would have been due and payable with respect to the Project for such Suspension Year had the Fee Agreement not been entered into. The parties hereto agree that, to the extent necessary for the adjustment to the FILOT described in the preceding sentence to comply with the requirements of the FILOT Act, such adjustment shall be deemed accomplished (without regard to the assessment ratio shown on the Company’s FILOT bill) by an increase of the assessment ratio used to calculate the FILOT for such Suspension Year to the assessment ratio necessary for the FILOT paid with respect to the Project for such Suspension Year to equal the normal *ad valorem* taxes with respect to the Project for such Suspension Year without adjustment to the millage rate applied to, or value of, the Project to be used in calculating FILOT under the FILOT Act and the Fee Agreement. In the event the number of full-time jobs (with benefits) maintained by the Company at the Project falls below 150 at any point during the final property tax year of the term of the Fee Agreement, the County may, if possible, adjust the FILOT bill for such final property tax year as if it were a Suspension Year as provided above, and if the County does not adjust the FILOT bill in such manner, then the Company shall, in addition to the FILOT payment due for such year, pay to the County the difference between the FILOT to be paid for such year and normal *ad valorem* taxes with respect to the Project on or before the date on which the Company’s FILOT payment is due and payable, which amount shall, if not paid by such date, accrue interest at the statutory rate of interest provided for late payment of *ad valorem* taxes.

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

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

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

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



provide such consent; provided, however, that, subject to all other requirements and limitations set forth herein, in such event the County will still enter into a Fee Agreement with the Company which shall provide the Company with the incentive of a negotiated FILOT calculated as set forth in Section 2.3 hereof.

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

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

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

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

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

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

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

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

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Minimum Investment and the Jobs Creation Target during the Investment Period and to maintain at least 150 net, full-time, jobs (with benefits) for any tax year within the term of the Fee Agreement; and

(g) During the term of the Fee Agreement, the Company and any Sponsor Affiliates (as such term shall be defined in the Fee Agreement) shall deliver to the County a copy of their most recent quarterly payment and wage report filings with the South Carolina Department of Employment and Workforce with respect to the Project not later than thirty (30) days following delivery thereof to the South Carolina Department of Employment and Workforce.

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

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

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

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

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

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

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

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

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

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

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

[signature pages follow]

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

**GEORGETOWN COUNTY, SOUTH CAROLINA**

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

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

Attest:

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

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**LIBERTY STEEL GEORGETOWN, INC.**

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

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

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

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

**Item Number:** 9.b  
**Meeting Date:** 8/28/2018  
**Item Type:** RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Proclamation No. 2018-24 – To Proclaim the Week of September 17-23, 2018 as “Constitution Week” in Georgetown County

**CURRENT STATUS:**

Pending adoption

**POINTS TO CONSIDER:**

The United States Constitution, signed on September 17, 1787, enshrined the foundation of justice, equality, dignity, and fairness, and became the cornerstone of the world’s oldest constitutional democracy.

For more than two centuries, our founding charter has guided our progress and defined us as a people. It reflects the values we cherish as a people and the ideals we strive for in a society.

Public Law 915 guarantees the issuing of a proclamation each year by the president of the United States of America designating 'Constitution Week' in order to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Proclamation No. 2018-24 is proposed in recognition and acknowledgement of National Constitution Week, September 17-23, 2018, and to proclaim “Constitution Week” in Georgetown County.

**OPTIONS:**

1. Adopt Proclamation No. 2018-24.
2. Do not adopt Proclamation No. 2018-24.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Proclamation No. 2018-24 proclaiming the week of September 17–23, 2018 as “Constitution Week” in Georgetown County.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Proclamation No 2018-24 To Proclaim Constitution Week in Georgetown County	Resolution Letter

# Proclamation

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF GEORGETOWN        )

*Whereas*, September 17, 2018, marks the two hundred and thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

*Whereas*, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

*Whereas*, Public Law 915 guarantees the issuance of a proclamation each year by the President of the United States of America designating September 17 through 23, 2018 as “Constitution Week”;

*Now, Therefore, Be it Proclaimed, Georgetown County Council* does hereby proclaim the week of September 17 – 23, 2018, as

## Constitution Week

In Georgetown County, and does hereby call this observance to the attention of our citizens, asking them to reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

*So Shall it Be*, in a meeting, duly assembled, this 28<sup>th</sup> Day of August, 2018.

---

Johnny Morant, Chairman  
Georgetown County Council

ATTEST:

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Theresa E. Floyd, Clerk to Council

**Item Number:** 9.c  
**Meeting Date:** 8/28/2018  
**Item Type:** RESOLUTIONS / PROCLAMATIONS

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Resolution No. 2018-25 - To Support submission of an application to the South Carolina Department of Transportation (SCDOT) seeking FY19 Mass Transit Funding

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

The South Carolina Department of Transportation Office of Public Transit has State Mass Transit Funds (SMTF) available to support public transit projects in urbanized areas and projects otherwise not eligible for Federal Transit Administration (FTA) Funds.

State Mass Transit Funding is provided as a supplement to federal and/or local funds in support of transit services throughout the State of South Carolina

Resolution No. 2018-25 supports the submission of an application of behalf of Georgetown County to the South Carolina Department of Transportation for State Mass Transit Funding pertaining to Sandy Island.

**OPTIONS:**

1. Adopt Resolution No. 2018-25
2. Do not adopt Resolution No. 2018-25.

**STAFF RECOMMENDATIONS:**

Recommendation to adopt Resolution No. 2018-25 supporting the submission of an application of behalf of Georgetown County to the South Carolina Department of Transportation for State Mass Transit Funding.

**ATTACHMENTS:**

Description	Type
▢ Resolution No. 2018-25 Supporting the Submission of an Application for FY 19SMTF	Resolution Letter



**(SMTF APPLICANTS)**

**RESOLUTION BY BOARD OF DIRECTORS TO APPLY FOR FUNDING**

The Board of Directors of \_\_\_\_\_ Georgetown County \_\_\_\_\_  
(agency)

is aware of the provisions of Federal Transit Administration (FTA) program fund requirements for each application it makes to the state of South Carolina for Federal and/or State funding and hereby authorizes \_\_\_\_\_ Sel Hemingway \_\_\_\_\_ (\*authorized representative) of \_\_\_\_\_ Georgetown County \_\_\_\_\_ (Agency) to file application with the South Carolina Department of Transportation (SCDOT) on behalf of \_\_\_\_\_ Georgetown County \_\_\_\_\_ (agency) for federal and/or state funding to assist in providing community and/or human services transportation services. If this application is approved:

(1) The Board resolves that the \_\_\_\_\_ Georgetown County \_\_\_\_\_ (agency) will provide the required match for the capital, operations and administrative charges, the necessary insurance coverage as required under the agreement, and all necessary local match for operating losses; and

(2) The Board agrees to comply with all FTA and SCDOT Program statutes and regulations, directives, certifications and assurances to carry out the project as described in the application.

***\*Note that Authorized Representative and Witness MUST be 2 separate individuals (2 different names).***

**APPROVED AND ADOPTED**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\* \_\_\_\_\_  
**Signature of Attesting Witness**

\_\_\_\_\_  
**Signature of Chairperson**

\_\_\_\_\_  
**Printed Name of Attesting Witness**

\_\_\_\_\_  
**Printed Name of Chairperson**

**Item Number:** 11.a

**Meeting Date:** 8/28/2018

**Item Type:** SECOND READING OF ORDINANCES

**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 create and maintain approximately 150 new, full-time jobs.

**FINANCIAL IMPACT:**

Assessment ratio of 6% with locked millage rate for 20 years.

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Recommendation for approval of Ordinance No. 2018-07.

*NOTE: Ordinance No. 2018-07 will require a motion to amend at second reading in order to incorporate text proposed text, as the ordinance was introduced at first reading by title only.*

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 2018-07 - Authorizing the execution and delivery of a Fee in Lieu of Tax Agreement with Liberty Steel Inc	Ordinance
<input type="checkbox"/> Liberty Steel 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*”) of the Code of Laws of South Carolina 1976, as amended (the “*Code*”), to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; through 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,** the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the “*Multi-County Park Act*”) to enter into agreements (each a “Park Agreement”) with one or more contiguous South Carolina counties for the creation and operation of one or more joint-county industrial and business parks (each a “*Park*”); and

**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 the Multi-County Park Act, the County intends to

cause the Project, to the extent not already therein located, to be placed in a Park; 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

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**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.

<b>Company Name:</b>	<b>Liberty Steel Georgetown, Inc.</b>	<b>Project Name:</b>	<b>Liberty Steel</b>
<b>Projected Investment:</b>	<b>\$25,600,000.00</b>	<b>Projected Jobs:</b>	<b>220</b>
<b>Location (street):</b>	<b>420 South Hazard Street</b>	<b>Tax Map Nos.:</b>	<b>See Exhibit A</b>
<b>1. FILOT</b>			
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. See Sections 4.01(b) and 4.02.		
<b>2. MCIP</b>			
Included in an MCIP:	New MCIP to be established.		
If yes, Name & Date:			
<b>3. SSRC</b>			
Total Amount:	N/A		
No. of Years	N/A		
Yearly Increments:	N/A		
Clawback information:	N/A		

## 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 4.02 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(a) 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 4.03 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 150 new full-time jobs (with benefits) created and thereafter maintained by the Company at the Project.

***“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 4.03 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.

**“Suspension Year”** shall have the meaning given such term in Section 4.01(b) hereof.

**“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 19<sup>th</sup> 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, 2018, 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 and to maintain at least 150 net, full-time, jobs (with benefits) for any tax year within the term of the Fee Agreement.

[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 Sections 4.01(b) and 4.02 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 4.01(b) and 4.02 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.



(d) During the term of this Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, a copy of their most recent quarterly payment and wage report filings with the South Carolina Department of Employment and Workforce with respect to the Project, not later than thirty (30) days following delivery thereof to the South Carolina Department of Employment and Workforce.

[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. Except as otherwise provided herein, 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) Notwithstanding the foregoing provisions related to calculation of FILOT Payments, if after the expiration of the Investment Period, other than during the final property tax year of the Exemption Period, the number of full-time jobs (with benefits) maintained by the Company at the Project falls below 150 during any property tax year, then the FILOT Payment paid for the next proceeding property tax year (such year being a “*Suspension Year*”) shall be calculated as if no part of the Project were Economic Development Property, so that the FILOT Payment to be paid with respect to such Suspension Year is equal to the normal *ad valorem* taxes which would have been due and payable with respect to the Project for such Suspension Year had this Fee Agreement not been entered into. The parties hereto agree that, to the extent necessary for the adjustment to the FILOT Payments described in the preceding sentence to comply with the requirements of the FILOT Act, the adjustment described in the preceding sentence shall be deemed to have been accomplished (without regard to the assessment ratio shown on the Company’s FILOT Payment bill) by an increase of the assessment ratio used to calculate the FILOT Payment for such Suspension Year to the assessment ratio necessary for the FILOT Payment to be paid with respect to the Project for such Suspension Year to equal the normal *ad valorem* taxes with respect to the Project for such Suspension Year without adjustment to the millage rate applied to, or value of, the Project to be used in calculating FILOT Payments under the FILOT Act and this Fee Agreement. In the event the number of full-time jobs (with benefits) maintained by the Company at the Project falls below 150 at any point during the final property tax year of the Exemption Period, the County may, if possible, adjust the FILOT Payment bill for such final property tax year as if it were a Suspension Year as provided above, and if the County does not or cannot adjust the FILOT Payment bill in such manner, then the Company shall, in addition to the FILOT Payment due for such year, pay to the County the difference between the FILOT Payment to be paid for such year and normal *ad valorem* taxes with respect to the Project on or before the date on which the Company’s FILOT Payment is due and payable, which amount shall, if not paid by such date, accrue interest at the statutory rate of interest provided for late payment of *ad valorem* taxes.

(c) 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 Company or any Sponsor Affiliate asserts in any legal action or proceeding that the provisions of Section 4.01(b) are invalid or unenforceable for any reason, or 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      Failure to Achieve Minimum Investment Requirement or Minimum Job Requirement;  
Reporting Requirements

(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. In addition, and without limitation of the foregoing, the Company and all Sponsor Affiliates shall provide to the County copies of all quarterly payment and wage report filings made with the South Carolina Department of Employment and Workforce with respect to the Project not later than thirty (30) days following delivery thereof to the South Carolina Department of Employment and Workforce.

#### Section 4.03 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 4.04 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 4.05      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(c) 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 4.02 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 Sections 4.01(b) or 4.02 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 4.02 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 4.02 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 \_\_\_\_\_.

(3) At no time during the calendar year ending December 31, 20\_\_ did employment for the Project and maintained by the Company fall below 150 full-time employees.

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

\_\_\_\_\_  
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: 11.b

Meeting Date: 8/28/2018

Item Type: SECOND READING OF ORDINANCES

**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 approval of Ordinance No. 2018-08.

*NOTE: A motion to amend will be required at second reading in order to incorporate proposed text, at the Ordinance No. 2018-08 was introduced by title only at first reading.*

**ATTACHMENTS:**

Description		Type
▢	Ordinance No. 2018-08 Authorizing a Multi-County Industrial Park Agreement with Liberty Steel	Ordinance
	MCIP Agreement with Williamsburg County	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 (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.

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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]*

ORDINANCE NO. 2018-007

AN ORDINANCE OF WILLIAMSBURG COUNTY, SOUTH CAROLINA APPROVING AN AGREEMENT FOR DEVELOPMENT OF JOINT-COUNTY INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA, AND WILLIAMSBURG COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED TO THE FOREGOING.

**WHEREAS**, Williamsburg County, South Carolina ("Williamsburg County") and Georgetown County, South Carolina ("Georgetown County", and Williamsburg County and Georgetown 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, the Counties propose to enter into an agreement 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 WILLIAMSBURG COUNTY COUNCIL:

**Section 1:** Williamsburg County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the "Park") with Georgetown 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(s) set forth on Exhibit A hereto as of the date hereof. The form of the Agreement for Development of Joint Industrial and Business Park (Liberty Steel Georgetown, Inc.) (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 Supervisor of Williamsburg County is hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of Williamsburg 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 Williamsburg 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 such fees-in-lieu of *ad valorem* taxes, the Georgetown County Treasurer shall pay a portion of such fees-in-lieu of *ad valorem* taxes to the Williamsburg County Treasurer pursuant to the terms of the 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.** The administration, development, promotion, and operation of the Park shall be the responsibility of Georgetown County; provided, however, 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 5.** 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 6.** 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 7.** 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 8.** 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 9.** Williamsburg County hereby designates that the distribution of the fee-in-lieu of *ad valorem* taxes pursuant to the Agreement received and retained by Williamsburg County for Park premises shall be as directed, from time to time, by ordinance of Williamsburg County Council or its successor.

**Section 10.** This Ordinance shall be effective after third and final reading and approval by Williamsburg County Council.

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SIGNATURE PAGES FOLLOW

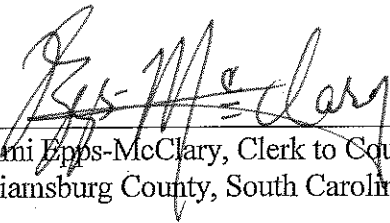
WITNESS our hands and seals this 7<sup>th</sup> day of May, 2018.

WILLIAMSBURG COUNTY, SOUTH CAROLINA



BY: Stanley S. Pasley, County Supervisor  
Williamsburg County, South Carolina

ATTEST:



BY: Tammi Epps-McClary, Clerk to County Council  
Williamsburg County, South Carolina

First Reading:	April 2, 2018
Second Reading:	April 17, 2018
Third Reading:	May 7, 2018
Public Hearing:	May 7, 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;  
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#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	)	
	)	
COUNTY OF GEORGETOWN	)	AGREEMENT FOR DEVELOPMENT OF
	)	JOINT COUNTY INDUSTRIAL AND
COUNTY OF WILLIAMSBURG	)	BUSINESS PARK (LIBERTY STEEL
	)	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.

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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 7<sup>th</sup> day of May, 2018.

WILLIAMSBURG COUNTY, SOUTH CAROLINA

By: Stanley S. Pasley  
Stanley S. Pasley, County Supervisor  
Williamsburg County, South Carolina

(SEAL)

ATTEST:

Tammi Epps - McClary  
Tammi Epps - McClary, 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;  
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#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:** 11.c

**Meeting Date:** 8/28/2018

**Item Type:** SECOND 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

objection. A second public hearing was held at the same 2nd meeting. Several residents from the Linksbroom 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
<input type="checkbox"/> Ordinance No. 2018-19 Rezoning Pond Road	Ordinance
<input type="checkbox"/> Pond Rd Rezoning Attachments	Backup Material
<input type="checkbox"/> 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 are 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

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**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:

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2. Indicate the reasons for the proposed changes:

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

Rezoning Applications	\$250.00
Text Amendments	\$250.00

**Adjacent Property Owners Information required:**

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



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

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

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

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

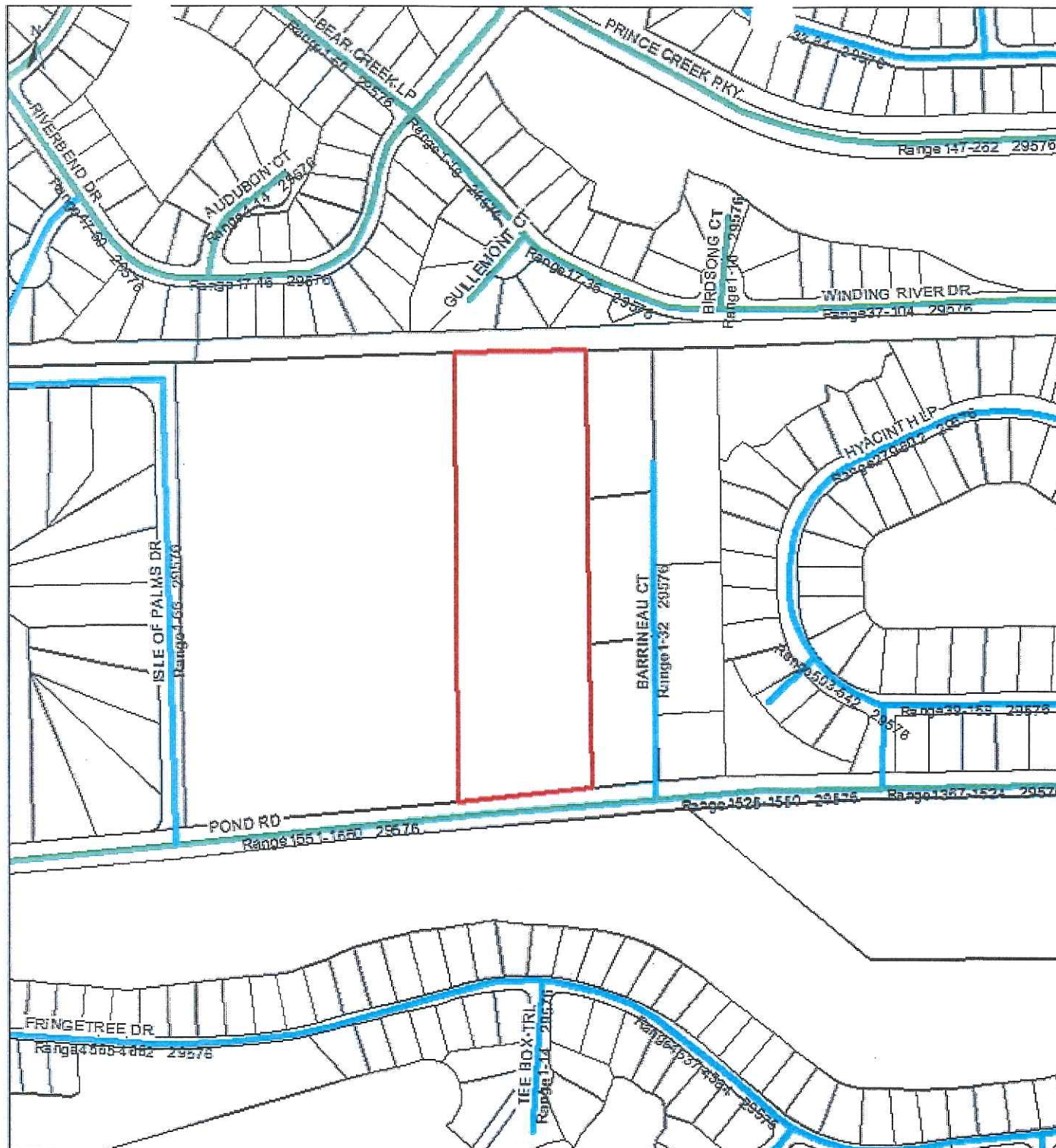
**Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.**

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

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

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

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



## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

□ Diggin It, LLC

□ Lot Lines

— Railroads

◆ Landmarks

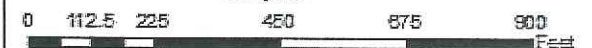
— Municipalities

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.



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



**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 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

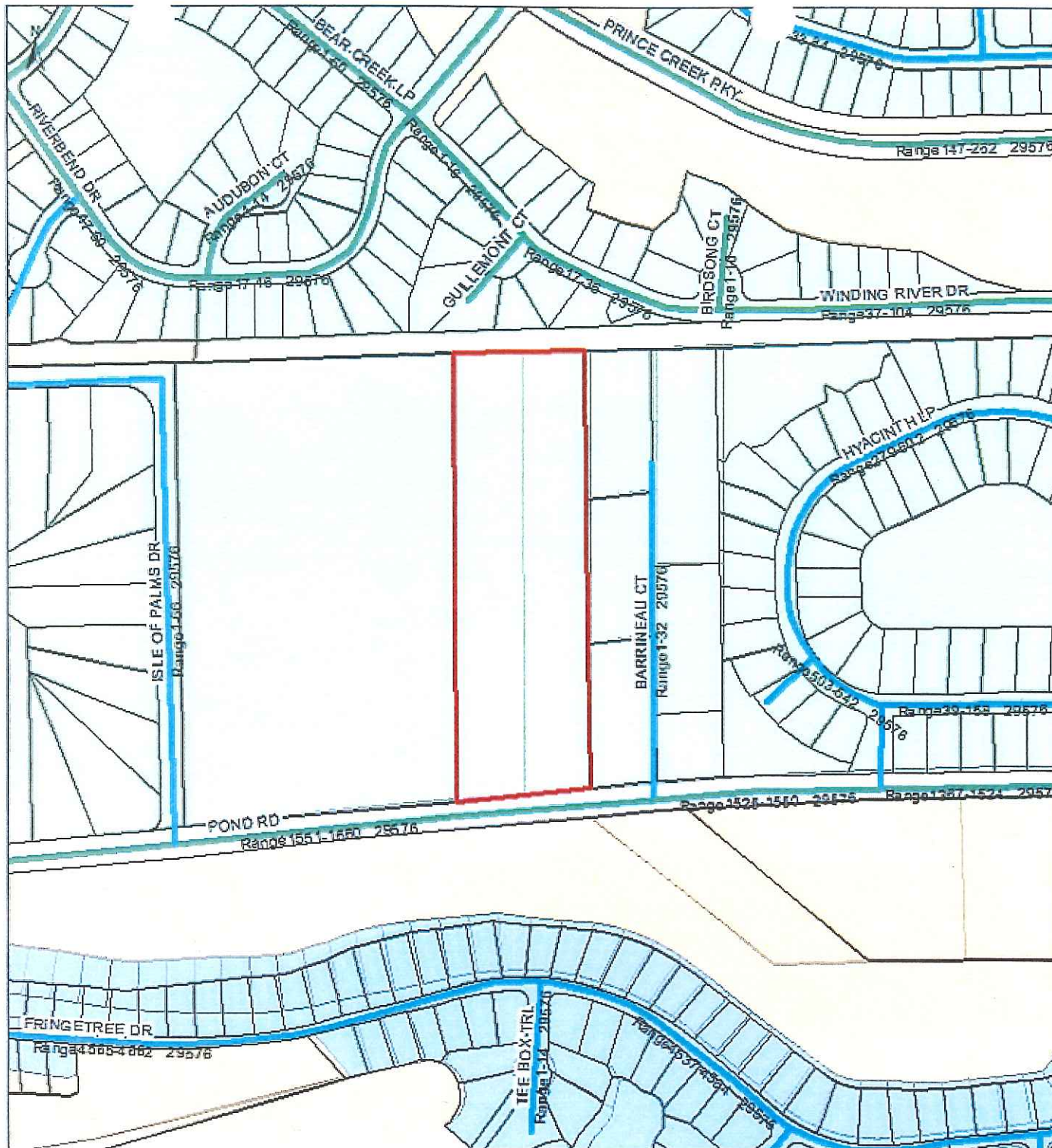
□ TOWN OF PI

□ TRANSITIONAL

Municipalities

0 112.5 225 450 675 900 Feet

**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 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

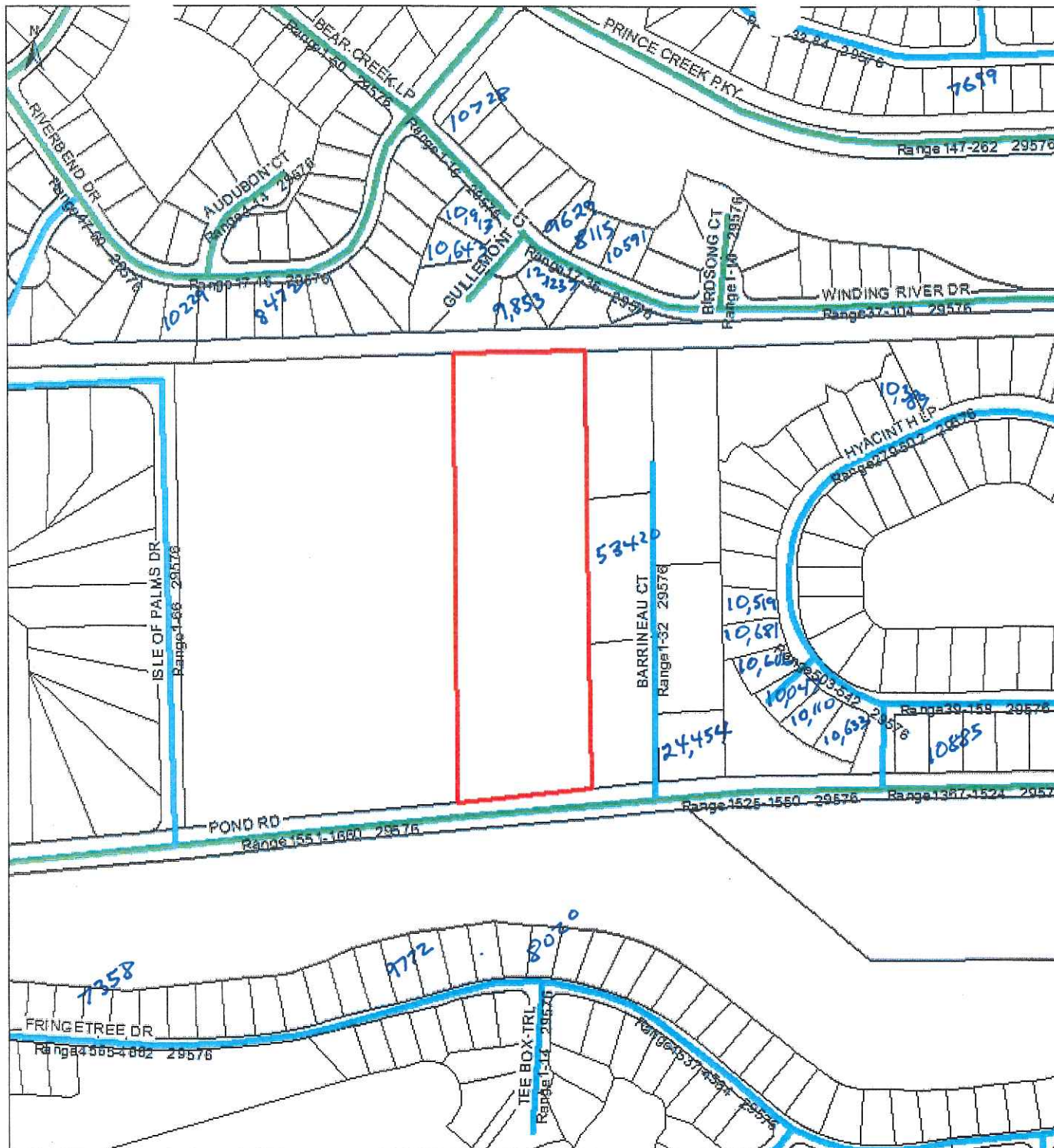
**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.





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](mailto: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

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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.

Our protest is regarding the following:

1. The area in question is already overcrowded with housing and development.
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3. Additional housing will affect our infrastructure, roads, sewer, and electric.
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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

*Richards*

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

REMOTE CSID  
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DURATION  
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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:** 11.d

**Meeting Date:** 8/28/2018

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Economic Development

**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:**

Pending

**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

quantifying 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".

*NOTE: A motion to amend will be required at second reading, as the ordinance was initially introduced by title only.*

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 2018-21 Authorizing the Execution of a FILOT Agreement with "Project Sand"	Ordinance
▣ Project Sand FILOT Agreement	Backup Material

## **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.

WHEREAS, Georgetown County, South Carolina (the “County”) desires to enter into a Fee-in-Lieu of Tax Agreement with a company known for the time being as “Project Sand” (the “Company”) (such agreement, the “FILOT Agreement”), as the Company has expressed its intent to the County to make capital investment in Georgetown County;

WHEREAS, as a result of the Company’s desire to undertake such investment, the Company has asked the County to enter into a FILOT Agreement by and between the Company and the County, in order to encompass the terms of the project;

WHEREAS, 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”) of the Code of Laws of South Carolina 1976, as amended (the “Code”), to designate real and tangible personal property as “economic development property”; to enter into an arrangement which provides for payments-in-lieu of taxes (“Negotiated FILOT Payments”) 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 (“Infrastructure Improvements”);

WHEREAS, the County, acting by and through the 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 (the “the MCIP Act”) to provide for payments-in-lieu of taxes (“FILOT Payments”) 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;

WHEREAS, the Company proposes to develop a facility in Georgetown County by acquiring, constructing, equipping and furnishing machinery, equipment and other real and personal property (the “Negotiated FILOT Project”) 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;

WHEREAS, the Negotiated FILOT Project is located entirely within Georgetown County and will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein;

WHEREAS, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest funds to acquire and equip the Negotiated FILOT Project (the “Incentives”); and

WHEREAS, 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;

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

Section 1. Evaluation of the Negotiated FILOT Project. County Council has evaluated the Negotiated FILOT Project on the following criteria based upon the advice and assistance of the South Carolina Revenue and Fiscal Affairs Office and the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council’s investigation of the Negotiated FILOT Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Revenue and Fiscal Affairs Office and the South Carolina Department of Revenue, as required, County Council hereby find that:

- (a) the Negotiated FILOT Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Negotiated FILOT Project will serve the purposes of the FILOT Act;
- (c) the investment by the Company in the Negotiated FILOT Project is anticipated to be at least Forty Million Dollars (\$40,000,000.00) by the Company within ten (10) years from the end of the property tax year in which the initial portion of the Negotiated FILOT Project is placed in service under the FILOT Agreement (as defined herein);

- (d) the Negotiated FILOT Project will be located entirely within the County;
- (e) the Negotiated FILOT Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Negotiated FILOT Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Negotiated FILOT Project are proper governmental and public purposes;
- (h) the inducement of the location of the Negotiated FILOT Project is of paramount importance; and
- (i) the benefits of the Negotiated FILOT Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Negotiated FILOT Project is designated as “economic development property” under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company, which will provide Negotiated FILOT Payments to be made with respect to the Company’s portion of the Negotiated FILOT Project based upon a 6% assessment ratio and a millage rate which shall be fixed for the full term of the FILOT Agreement and shall be the lower of the cumulative property tax millage rate levied on behalf of all taxing entities within which the Project is to be located on either (1) the June 30 preceding the year in which the FILOT Agreement is executed, or (2) the June 30 of the year in which the FILOT Agreement is executed, for a term of thirty (30) years, all as more fully set forth in FILOT Agreement by and among the County and the Company.

Section 4. Special Source Revenue Credits. After the identification of qualifying Infrastructure Improvements located solely within the County and the costs thereof to the satisfaction of the County, the County will provide to the Company special source revenue or infrastructure improvement credits under the Code as follows:

For the project, the Company shall be entitled to claim special source revenue credits against the annual Negotiated FILOT Payments with respect to the Negotiated FILOT Project in an amount equal to: twenty percent (20%) of such annual Negotiated FILOT Payments for the first ten (10) years, with higher special source revenue credits available if the Company reaches additional investment milestones, in each case pursuant to the terms and conditions set forth in the FILOT Agreement.

Section 5. Execution of the FILOT Agreement. The form, terms and provisions of

the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 6. Miscellaneous.

- (a) The Chair of County Council and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance;
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina;
- (c) This Ordinance shall become effective immediately upon approval following third reading by the County Council;
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder; and
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

***[Signature Page to Follow]***

**GEORGETOWN COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Johnny Morant, Chair of County Council

ATTEST:

\_\_\_\_\_  
Theresa Floyd, Clerk to County Council

First Reading: [\_\_\_\_\_] , 2018  
Second Reading: [\_\_\_\_\_] , 2018  
Public Hearing: [\_\_\_\_\_] , 2018  
Third Reading: [\_\_\_\_\_] , 2018

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FEE AGREEMENT

by and between

[PROJECT SAND]

and

GEORGETOWN COUNTY, SOUTH CAROLINA

Dated as of [\_\_\_\_\_], 2018

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## FEE AGREEMENT

This FEE AGREEMENT (this “Agreement”) is dated as of [\_\_\_\_\_], 2018, by and between [PROJECT SAND], a [\_\_\_\_\_] (“Company”), and Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended through the date hereof (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, the Company proposes to locate certain business operations in the County (the “Project”);

WHEREAS, the Company anticipates that the Project will result in an investment of approximately Forty Million Dollars (\$40,000,000.00);

WHEREAS, the County Council approved, on July 24, 2018, an inducement resolution (the “Inducement Resolution”) to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT payments pursuant to the Act;

WHEREAS, for the Project, the parties have determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

#### Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:

[PROJECT SAND]

Georgetown County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

[\_\_\_\_\_]

Georgetown County

3. Minimum investment agreed upon: \$40,000,000.00

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period (subject to extension upon meeting certain investment and job creation thresholds, as set forth herein)

5. Assessment ratio applicable for each year of this Agreement: 6% (subject to reduction upon meeting certain investment and job creation thresholds, as set forth herein)

6. Millage rate applicable for each year of this Agreement: 228.1 mills

7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.

8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.

9. Statements:

- (a) The Project is to be located in a multi-county industrial or business park;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits will be awarded to Economic Development Property in the amount of 20% of FILOT Payments for years 1-10;
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. None.

11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Company.

12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“Act” or “Simplified FILOT Act” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“Administration Expense” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof. The County acknowledges and agrees that the obligation of the Company for payment of Administration Expenses shall be limited as set forth in Section 12.03 hereof.

“Affiliate” shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Fee Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of March 19, 2018.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 6.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Company*” shall mean [PROJECT SAND], and is successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*County*” shall mean Georgetown County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01(a) hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) the Real Property; (ii) property acquired or constructed by the Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such

property; or (iii) modifications which constitute an expansion of Existing Property. Notwithstanding the foregoing, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property shall not constitute “Existing Property” if the Company (together with any Co-Investors) invests at least an additional Forty-Five Million Dollars (\$45,000,000.00) in the Project.

“*Filings*” shall have the meaning set forth in Section 4.02(b) hereof.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company is obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Indemnified Parties*” shall have the meaning set forth in Section 8.03 hereof.

“*Inducement Resolution*” shall have the meaning set forth in the recitals hereto.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is ten (10) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service. The County acknowledges that the Investment Period represents the five-year base investment period allowed under the Act, with a five-year extension that the County has hereby granted pursuant to 12-44-30(13).

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to a qualifying agreement with [\_\_\_\_\_] County, dated [\_\_\_\_\_] (as amended, modified and supplemented from time to time).

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which the Company incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Project, and shall include the Real Property (including buildings, improvements and fixtures), water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Commitment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service

“*Project Millage Rate*” shall mean a millage rate of 228.1 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“*Real Property*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto, together with any buildings, improvements and fixtures upon such real estate. Additional real estate may be included in Exhibit A by amendment as provided in the Section 12.11 of this Agreement.

“*Related Entities*” shall have the meaning set forth in Section 9.01 hereof.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Real Property in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(e) hereof and Section 12-44-60 of the Code.

“*Special Source Revenue Credits*” shall mean the credits provided to the Company pursuant to Section 5.01 hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.



“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its best faith efforts to continue to cause the land upon which the Project is located to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02. Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [\_\_\_\_], validly existing and in good standing under the laws of [\_\_\_\_] and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to use its best efforts to invest, collectively with any Co-Investors, of at least Forty Million Dollars (\$40,000,000.00) in Economic Development Property by the end of the Project Commitment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is a 52/53 week fiscal year ending December 31 of each year.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default or an Event of Default as defined herein.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to use its best efforts to maintain the Real Property in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Real Property from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its best efforts to place the Real Property in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Real Property in a multi-county park may be 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.

## ARTICLE IV

### UNDERTAKINGS OF THE COMPANY

Section 4.01. Investment by Company in Project. For the Project, the Company agrees to invest, collectively with any Co-Investors, at least Forty Million Dollars (\$40,000,000.00) in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, County Treasurer, County Finance Director, and the County Assessor of the County not later than thirty (30) days after execution and delivery of this Agreement. Each year during the Term of this Agreement, the Company shall deliver to the County Auditor, the County Economic Development Director, the County Attorney, the County Assessor, the County Treasurer, and County Finance Director a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(c) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the Confidential Information to any Person other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release (and, if allowed pursuant to

applicable law, shall give the Company the opportunity to redact any portion of the document the Company deems in its sole discretion to be Confidential Information).

#### Section 4.03 Modification of Project.

(a) The Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property.

### ARTICLE V

#### PAYMENTS IN LIEU OF TAXES

##### Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal, with respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT"); less Special Source Revenue Credits given with respect to the Economic Development Property in amounts equal to twenty percent (20%) for years 1-10 following the year in which the Company provides written notification to the County of its election to begin claiming Special Source Revenue Credits.

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to twenty percent (20%) for years 1-10 following the year in which the Company provides written notification to the County of its election to begin claiming Special Source Revenue Credits.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property; or

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project.

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(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 property subject to the FILOT, whether real or

personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of 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 payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner to provide the Company with comparable treatment of the applicable property as would be afforded pursuant to Section 5.01(b). In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) In the event that the investment in the Project, including but not limited to land, buildings, and personal property (including machinery and equipment), by the Company and any Co-Investors does not exceed Forty Million Dollars (\$40,000,000.00) by the end of the Investment Period, the County reserves the right to require the Company to repay a portion of the Special Source Revenue Credits previously awarded, as outlined in this subsection (i). The County may exercise such option by written notification to the Company within one hundred eighty (180) days following the end of the Investment Period that the Investment Commitment has not been met. If the County elects to provide such notification pursuant to this subsection (i), such amount shall be determined as follows, based on the amount by which the total investment in the Project

by the Company and any Co-Investors at the end of the Investment Period is less than Forty Million Dollars (\$40,000,000.00):

$$\text{Shortfall Percentage} = (\$40,000,000.00 - \text{Amount Invested}) / \$40,000,000.00$$

$$\text{Repayment Amount} = \text{Amount of Special Source Revenue Credits Awarded prior to Investment Period} * \text{Shortfall Percentage}$$

For example, and by way of example only, if the Company (together with any Co-Investors has invested Thirty Million Dollars (\$30,000,000.00) at the Project by the end of the Investment Period, and the Company had to that point been awarded Special Source Revenue Credits totaling One Hundred Thousand Dollars (\$100,000.00), the County shall have the option to reduce the Special Source Revenue Credits as follows:

$$\text{Shortfall Percentage} = \$10,000,000.00 / \$40,000,000.00 = 25\%$$

$$\text{Repayment Amount} = \$100,000.00 * 25\% = \$25,000.00$$

(j) For the Project, this Agreement is automatically terminated in the event that the investment in the Project, including but not limited to land, buildings, and personal property (including machinery and equipment), by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Project Commitment Period. If terminated pursuant to this subsection (j), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (j), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(k) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(i) or 5.01(j) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(l) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 5.01(l), "ceases operations" means permanent closure of the facility. The Company agrees that if this Agreement is terminated pursuant to this Section 5.01(l), that under no circumstance shall the County be required to refund or pay any monies to the Company.



## ARTICLE VI

### PAYMENTS BY COMPANY

Section 6.01. Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

## ARTICLE VII

### CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company and each other Co-Investor may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the Company or such Co-Investor, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of the Company or its assignees pursuant to any such agreement or the Act. The Company or such Co-Investor shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company or such Co-Investor, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold, condition or delay its consent, approval or ratification and that such consent, approval or ratification may be evidenced by a Resolution of County Council.

Section 8.03. Indemnification. The Company releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person arising as a direct result of the Company’s breach or default of this Agreement; provided, that the Company shall not be liable under this Section 8.03 for any such loss or damage to the extent caused by the negligent or intentional acts of an Indemnified Party, or by a breach of this Agreement by the County.

If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion and at its own expense, hire independent counsel to pursue its own defense.

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 not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Project Commitment Period by all Sponsors and Sponsor Affiliates exceeds Five Million Dollars (\$5,000,000.00), to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor

Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to any Affiliate of the Company or such Co-Investor (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where 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 transferee or financing entity assumes in writing the obligations of the Company or such Co-Investor hereunder, or where the County consents in writing (such consent not to be unreasonably withheld, conditioned or delayed and, to the extent allowable by law, evidenced by a Resolution of County Council), no such transfer shall affect or reduce any of the obligations of the Company or such Co-Investor hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County’s rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of

any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Company's expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

## ARTICLE X

### TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) at the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(j) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Company.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (but solely with respect to the defaulting Company):

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default; or

(3) a cessation of operations at the Project, as described in Section 5.01(1) hereof.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein; or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

## ARTICLE XII

### MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in

equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Administration Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Company agrees to reimburse the County for reasonable out-of-pocket expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments as well as out-of-pocket reporting and compliance costs incurred by the County as a result of entering into this Agreement.

Notwithstanding anything herein to the contrary, the expenses (including Administration Expenses) reimbursable to the County pursuant to this Section 12.03 shall not exceed Five Thousand Dollars (\$5,000.00) in the aggregate during the Term of this Agreement.

Section 12.04. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Georgetown County, South Carolina  
Attention: County Administrator  
716 Prince Street  
Georgetown, SC 29440  
Phone: (843) 545-3006

with a copy (which shall not constitute notice) to:

Georgetown County Economic Development  
Attention: Brian Tucker  
716 Prince Street  
Georgetown, SC 29440  
Phone: (843) 545-3006

(b) As to the Company:

[ ]  
[ ]  
[ ]

with a copy to (which shall not constitute notice):

Womble Bond Dickinson (US) LLP  
Attention: Stephanie L. Yarbrough, Esq.  
5 Exchange Street  
Charleston, SC 29401  
Phone: (843) 720-4621

Section 12.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to the matters set forth herein involving the Project, 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only

by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.13. Force Majeure. The Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

***[SIGNATURE PAGE TO FOLLOW]***



IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; and the Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

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

Name: Johnny Morant

Title: Chair of County Council

[SEAL]

ATTEST:

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

Name: Theresa Floyd

Title: Clerk to County Council

[PROJECT SAND]

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

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

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

**EXHIBIT A**

**Property Description**

[To be attached prior to third reading]

Item Number: 11.e  
Meeting Date: 8/28/2018  
Item Type: SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**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:**

Pending

**POINTS TO CONSIDER:**

Preserve Murrells Inlet (PMI), a non-profit corporation, has established their commitment to the Murrells Inlet Community over an extended period of time.

PMI's mission is an environmental one, dedicated to preserving the creeks and marshes of the Inlet, and the character and quality of life in its village, while cooperating with governmental agencies to effect these ends.

PMI wishes to memorialize Mr. Hobie Kraner, one of its former directors, a long-time advocate for preserving the environment of Murrells Inlet, who has passed away.

The proposed plaque will have a brief mission statement of PMI, memorialize Mr. Kraner, and also allow for the names of other directors who have served the organization to be added and honored at the appropriate time upon their death.

**OPTIONS:**

1. Adopt Ordinance No. 2018-22.
2. Do not adopt Ordinance No. 2018-22.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Ordinance No. 2018-22.

*NOTE: Ordinance No. 2018-22 was adopted by title only at first reading, therefore a motion to amend will be required to incorporate proposed text.*

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 2018-22 - To grant permission for PMI to attach a plaque to the Jetty View Walk	Ordinance

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO: 2018-22

**AN ORDINANCE GRANTING PERMISSION FOR PRESERVE MURRELLS INLET TO ATTACH A  
BRONZE PLAQUE TO THE GEORGETOWN COUNTY JETTY VIEW WALK, IN FURTHERANCE OF ITS  
ELEMOSYNARY MISSION TO PROMOTE, PROTECT, AND IMPROVE THE MURRELLS INLET  
COMMUNITY**

**WHEREAS,** Preserve Murrells Inlet (PMI), a non-profit corporation, has established their commitment to the Murrells Inlet Community over an extended period of time; and

**WHEREAS,** PMI's mission is an environmental one, dedicated to preserving the creeks and marshes of the Inlet, and the character and quality of life in its village, while cooperating with governmental agencies to effect these ends; and

**WHEREAS,** PMI wishes to memorialize Mr. Hobie Kraner, the first of its directors to die. He held a PHD in micro-biology and environmental sciences, and was an expert on, and an advocate for, preserving the environment of Murrells Inlet. The plaque will memorialize Mr. Kraner, and with names to be added later, will memorialize other directors of PMI also, who have served the organization, and should be honored as such. The plaque will have a brief mission statement of PMI, followed by honored directors who have served, in a post mortem memorial of recognition, with dates of death; and

**NOW, THEREFORE,** be it granted via Ordinance 2018-22, that Preserve Murrells Inlet shall be allowed to affix a bronze style plaque to the south end Georgetown County Jetty View Walk, under the terms and conditions as set forth below.

1. Preserve Murrells Inlet is hereby granted permission to permanently affix a bronze style plaque to the Georgetown County Jetty View Walk.
2. Georgetown County is not liable for replacement of the bronze style plaque in the event It is damaged or lost, regardless of the reason for the damage or loss. Further, Georgetown County shall have the ability to remove the plaque, with the intention to reaffix it, when necessary for repairs or other events requiring its removal.

This ordinance shall take effect upon final reading approval by the Georgetown County Council.

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

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

ATTEST:

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

This Ordinance, No. #2018-22, has been reviewed by me and is hereby approved as to form and legality.

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

**Item Number:** 12.a  
**Meeting Date:** 8/28/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-23 - An amendment to the Waccamaw Medical Park Planned Development to allow for additional signage.

**CURRENT STATUS:**

The Waccamaw Medical Center Planned Development is located on the west side of Highway 17 Bypass in Murrells Inlet starting at its intersection with Bandage Court and going north to Macklen Avenue. Signage was approved in 2005 along with the initial PD approval.

**POINTS TO CONSIDER:**

1. The Waccamaw Medical Center PD was approved in 2005 as a medical complex with multiple buildings and tenants. At that time, three free-standing monument signs were approved, three building ID signs, three building wall directory signs and three free-standing directional signs for a total of 12 signs.
2. The site currently contains two free standing main ID signs. These signs have already been reviewed, permitted and refaced with the new hospital logo and site information. Together these signs total approximately 438 square feet of signage.
3. The two buildings in this development have historically housed individual tenants or doctors who leased space from the hospital. Building wall directory signs were needed to guide patients to the appropriate office. The buildings have since been reconfigured to house several functions of the hospital system including oncology, imaging services and radiation therapy. New directory and wall signs are needed to send patients to the correct areas of the parking lot and to the correct areas of the development.
4. The new proposal is for a total of 13 new signs – eight wall signs and five new directional signs. All existing signs (other than the two existing main ID signs) will be removed. The applicant proposes adding the following:
  - a. Four wall signs, each 20" X 8' or 26.7 square feet to be located at the front of the building at the southern end of the development. The signs will be made of an aluminum face with routed letters and internally illuminated.
  - b. Two wall signs, each 20" X 15'6" or 25.85 square feet to be located on the southern end of the long narrow building. The signs will be aluminum with routed letters and will be internally illuminated.
  - c. Two wall signs, each 20" X 15'6" or 25.85 square feet to be located on the northern end of the long narrow building. The signs will be aluminum with routed letters and will be internally illuminated. The buildings form an "L" shape so the two signs are intended to be able

to be viewed from multiple areas of the parking lot.

d. Three two-sided directional signs each 4'X3' to be located at multiple points along Highway 17 Bypass to direct parking lot traffic. The signs are aluminum and non-illuminated.

e. Two two-sided directional signs each 4'X3'. One sign will be located at the entrance off Bandage Court and the other will be located at the rear of the property to direct parking lot traffic in that area.

5. The new signs represent a total of approximately 166 square feet of signage. Adding in the existing main id signs of 438 square feet gives a new total of 604 square feet of signage for the development and a new total of 15 signs.

6. Staff recommended approval of the request subject to the following conditions:

a. Sign permits must be issued prior to installation.

b. All free-standing or directional signs to be located at least 10 feet from the right-of-way.

7. The Planning Commission held a public hearing on this issue at their July 19th meeting. No one but the applicant came forward to speak. The Commission voted 6 to 0 to recommend approval for the amendment.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
Ordinance No. 2018-23 - An amendment to the Waccamaw Medical Park PD to allow for additional signage	Ordinance
Waccamaw Medical Park attachments	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

**ORDINANCE NO. 2018-23**

**AN ORDINANCE TO AMEND THE WACCAMAW MEDICAL PARK PLANNED DEVELOPMENT TO ALLOW FOR ADDITIONAL SIGNAGE**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT THE WACCAMAW MEDICAL PARK PLANNED DEVELOPMENT BE AMENDED TO REFLECT THE FOLLOWING ADDITIONAL SIGNAGE FURTHER DEPICTED ON THE ATTACHED DRAWINGS SUBMITTED BY TYSON SIGN COMPANY :**

- Four wall signs, each 20" X 8' or 26.7 square feet to be located at the front of the building at the southern end of the development. The signs will be made of an aluminum face with routed letters and internally illuminated.
- Two wall signs, each 20" X 15'6" or 25.85 square feet to be located on the southern end of the long narrow building. The signs will be aluminum with routed letters and will be internally illuminated.
- Two wall signs, each 20" X 15'6" or 25.85 square feet to be located on the northern end of the long narrow building. The signs will be aluminum with routed letters and will be internally illuminated.
- Three two-sided directional signs each 4'X3' to be located at multiple points along Highway 17 Bypass to direct parking lot traffic. The signs are aluminum and non-illuminated.
- Two two-sided directional signs each 4'X3'. One sign will be located at the entrance off Bandage Court and the other will be located at the rear of the property to direct parking lot traffic in that area.

**DONE, RATIFIED AND ADOPTED THIS 25<sup>th</sup> DAY OF SEPTEMBER, 2018.**

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

ATTEST:

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



This Ordinance, No. 2018-23 has been reviewed by me and is hereby approved as to form and legality.

---

Wesley P. Bryant  
Georgetown County Attorney

First Reading: August 28, 2018  
Second Reading: September 11, 2018  
Third Reading: September 25, 2018



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

# **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:** Waccamaw Medical Center PUD

**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: 41-0108-015-00-00/41-0108-017-00-00/41-0108-019-00-00  
(Include all affected parcels)

Street Address: 4033/4051/4071 Hwy 17 Bypass

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

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

Existing Use: Medical Offices

Proposed Use: Medical Offices (No Change)

Commercial Acreage: 5.0 Acres

Residential Acreage: \_\_\_\_\_

**Property Owner of Record:**

Name: Georgetown Memorial Hospital

Address: PO Box 421718

City/ State/ Zip Code: Georgetown/SC/29442-1718

Telephone/Fax: 8435277100

E-Mail: astevens@tidelandshealth.org

Signature of Owner / Date: *[Signature]* 5-31-18

**Contact Information:**

Name: Amy Stevens

Address: 4033 Highway 17 Bypass, Suite 104, Murrells Inlet, SC 29576

Phone / E-Mail: 843.652.8222; astevens@tidelandshealth.org

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: Debbie Jenkins/Tyson Sign Company

Address: PO Box 50580

City / State / Zip Code: Myrtle Beach/SC/29579

Telephone/Fax: 843.448.5168/843.448.0535

E-Mail: djenkins@tysonsign.com

Signature of Agent/ Date: *[Signature]*

Signature of Owner /Date: *[Signature]* 5-31-18

**Fee Schedule: \$250.00 plus \$10.00 per Residential acre or \$25.00 per Commercial acre.**

**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 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 exist on other properties elsewhere 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:** Patient way finding for Cancer Center and other

Clinical services

Number of signs existing currently on site 2

Square footage of existing sign(s) 15'-10"H x 10'-0"W/20'-0"H x 14'-0"W

Number of Proposed signs: See attached drawings with dimensions & plot plan

Square footage of the proposed sign(s) See attached drawings with dimensions & plot plan

**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:** \_\_\_\_\_

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

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

**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.*).





Waccamaw Medical Park  
Property Location!  
AMPD6-18-20874

## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

□ Waccamaw Medical Park

□ Lot Lines

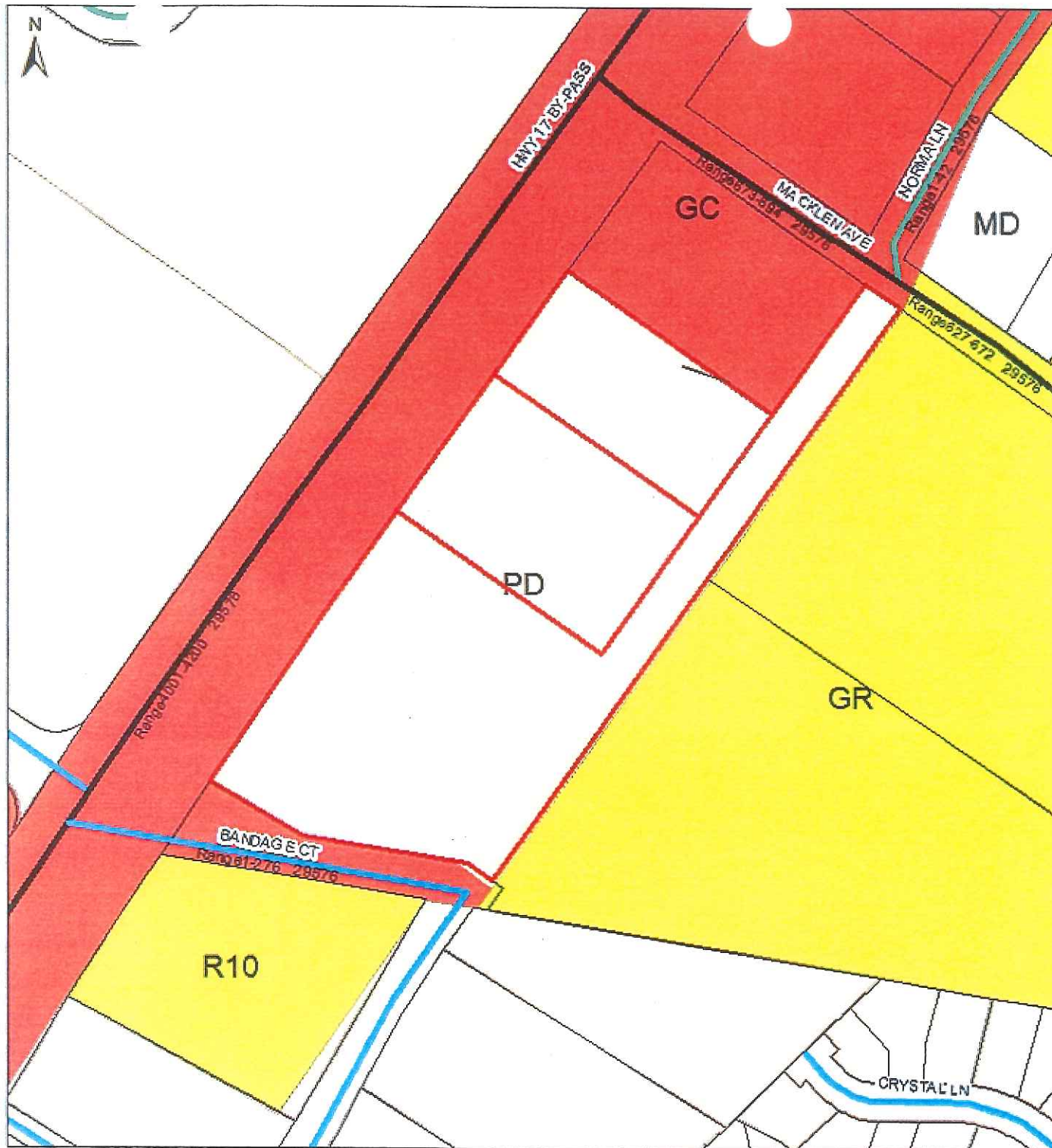
— Railroads

◆ Landmarks

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.



# Waccamaw Medical k Property Zoning AMPD6-18-20874

## Legend

### Streets

— other values

### Maintained By

County

Private

State

Waccamaw Medical Park

Lot Lines

Railroads

Landmarks

### Zoning

#### DISTRICT

CITY OF GEORGETOWN

CP

CA

PAC

PAS

GC

GR

GRS

H

U

MHP

MRIC

NC

CC

SA

PD

RI

RI/2AC

RI/3

RI/4C

RI

RI/4AC

RI

RI

RI

RI

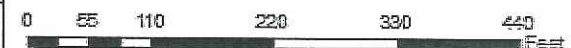
RI

RI

RI/4

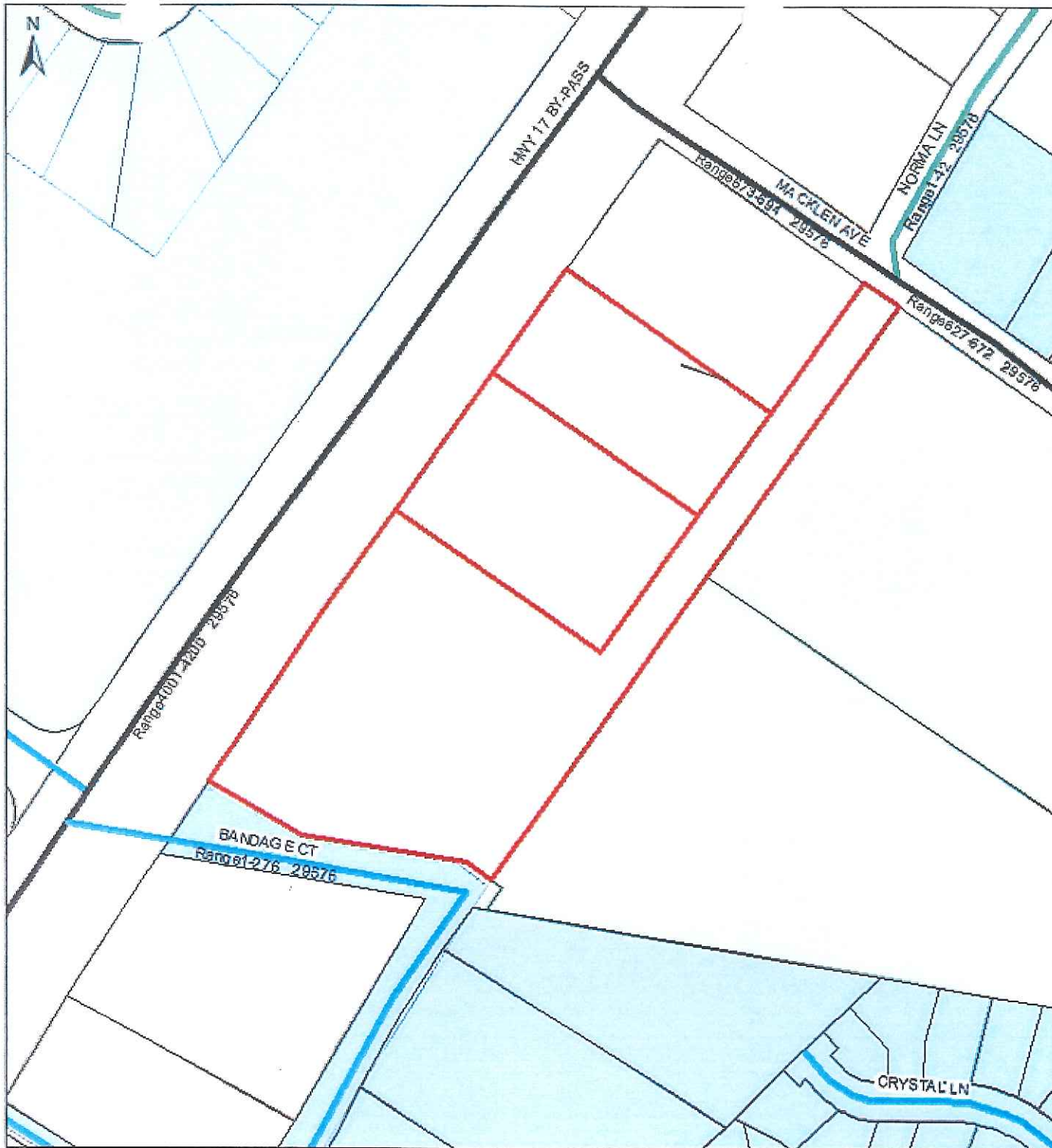
VA/4

Neighborhoods



**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.





# Waccamaw Medical .rk Property FLU AMPD6-18-20874

## Legend

### Streets

<all other values>

### MaintainedBy

County

Private

State

Waccamaw Medical Park

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 FI

TRANSITIONAL

Municipalities

0 55 110 220 330 440 Feet

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Waccamaw Medical Park  
Property Aerial  
AMPD6-18-20874

## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

□ Waccamaw Medical Park

□ 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.





## **NOTICE OF PUBLIC HEARING**

A request from Debbie Jenkins, Tyson Sign Company as agent for Amy Stevens, Tideland Health to amend the Waccamaw Medical Park Planned Development to allow for additional signage for the Cancer Center and other Clinical Services. The property is located at 4033, 4051 and 4071 Hwy 17 Bypass in Murrells Inlet. TMS# 04-0108-015-00-00, 41-0108-017-00-00 and 41-0108-019-00-00. Case Number AMPD 6-18-20874.

The Planning Commission will be reviewing this request on **Thursday, July 19, 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***

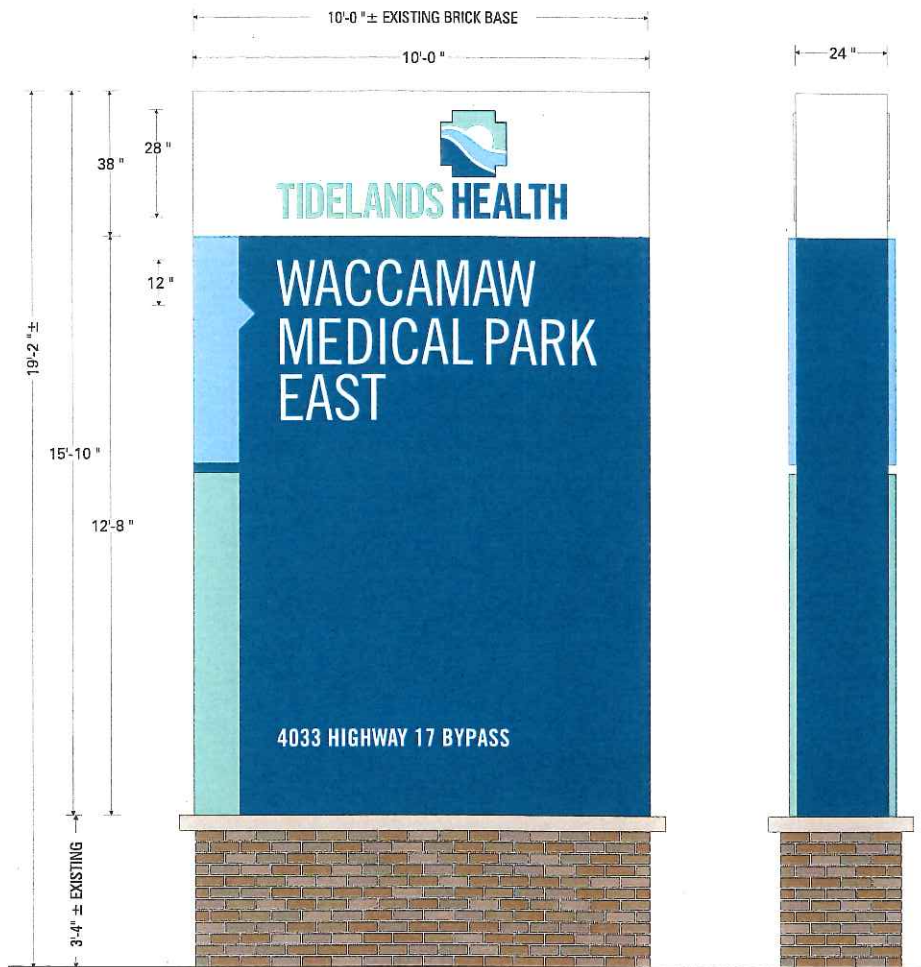
***PO Box 421270***

***Georgetown, South Carolina 29440***

***Telephone (843) 545-3158***

***Fax (843) 545-3299***

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



**SURVEY REQ'D**  
VERIFY EXISTING STEEL

**END VIEW**  
Typical

**New D/F Illum. Primary ID Sign ( Existing Steel & Masonry )**

**Existing Sign**



**EXISTING SIGN**  
For Reference Only – NTS

### PRODUCTION NOTES

#### MAIN CABINET:

**FRAME:** 2" galv. angle + 2" sq. alum. tube  
**FILLER:** .080 (sides) + .063 (top/bottom)  
**FACES / WHITE:** .125 alum. with routed TH logo/copy  
 + push-thru 1" thick clear acrylic  
 + trans. vinyl (1st surface)  
 + white diffuser (2nd surface)  
**FACES / BLUE:** .125 alum. with routed main copy  
 + 3/16" white #7328 acrylic backing  
 + surface vinyl street address (non-illum.)  
**NOTE:** paint-only color separation between blue / white on cabinet  
**ILLUM:** internal LED lamp illumination (as req'd)  
**TEAL/BLUE MARK:** 2" sq. alum. tube frame + .125 filler (non-illum.)

#### ELECTRICAL:

**CIRCUIT(s):** ( 1 ) 115V 20A  
**LAMPS ( LED ):** ( 10 ) F96 – GE LED Linelit  
**POWER SUPPLY:** ( 5 ) GEPS24-100 96W

#### INSTALLATION:

– Remove existing sign and numerals from base (junk); existing steel and brick base to be reused  
 – Install new sign on existing steel and brick base as shown

### COLORS

COLORS SHOWN ARE REPRESENTATIVE ONLY  
 White (paint / 3M vinyl / #7328 acrylic / trim cap)  
 Teal Blue PMS #570 (paint to match / 3M Turquoise 3630-236 vinyl)  
 Medium Blue PMS #542 (paint to match / 3M Evening Blue 3630-317)  
 Dark Blue PMS #541 (paint to match / 3M Blue 3630-36)



Murrells Inlet, SC

18-Feb-15

Tidelands Health

Waccamaw Medical Park - East

4033 Hwy 17 Bypass

Primary ID Sign

D. Jenkins

M. Donellan

3/8" = 1' - 0"

54201-a1

REV	DATE	BY	NOTE

©2015 Tyson Sign Company

This design and illustration is the original and unpublished work of Tyson Sign Company, Inc., and it may not be reproduced, copied or exhibited in any fashion without written consent from an authorized officer of our company.



1-843-448-5168  
Fax: 843-448-0535



WORK AUTHORIZATION

91836

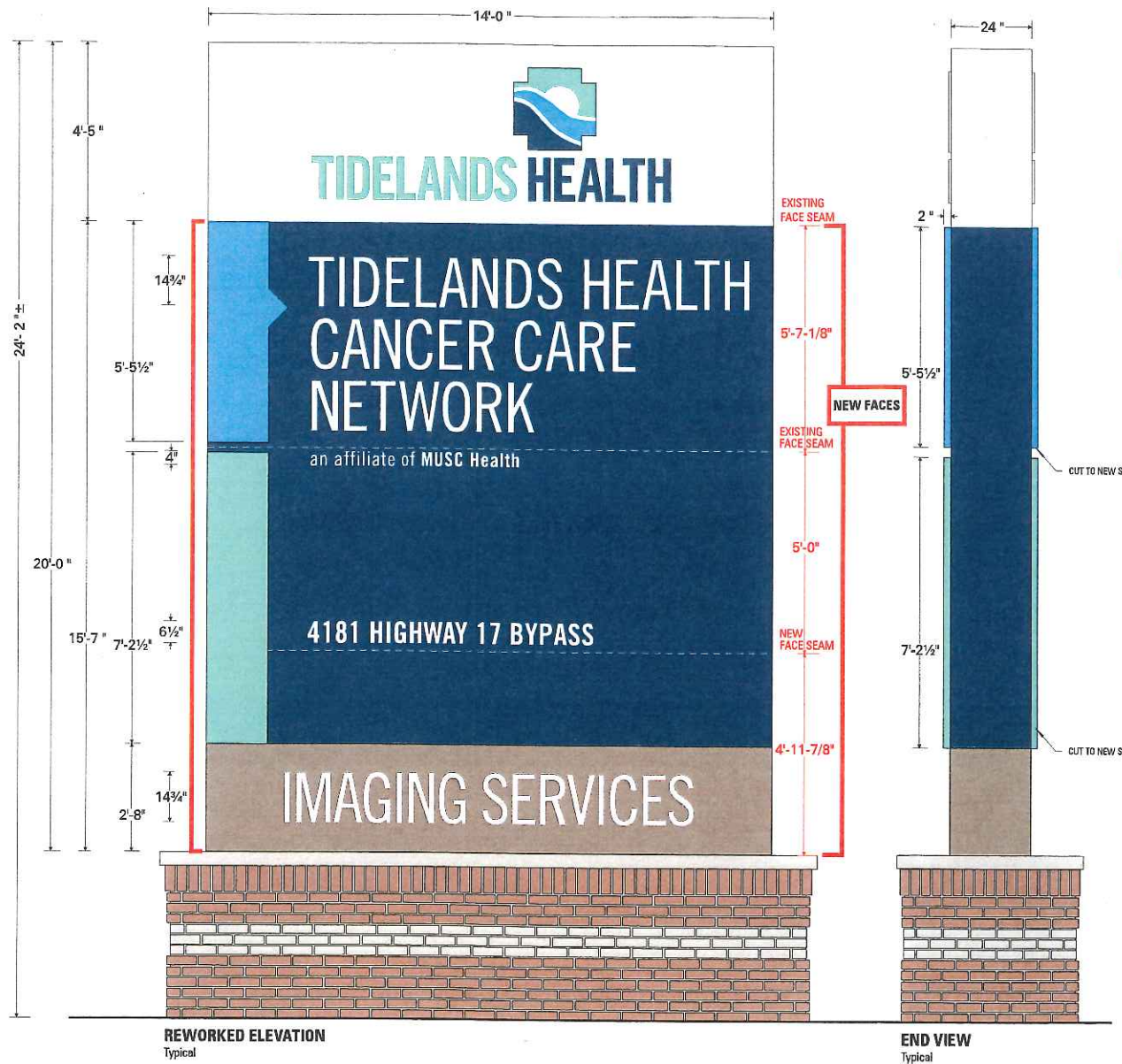
TH - WMP EAST

28-FEB-15

91836 54201-a1

REV	DATE	BY	NOTE





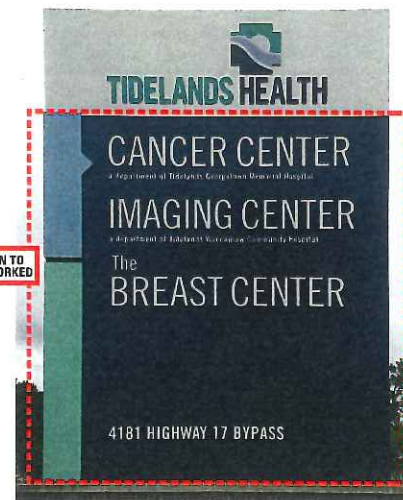
REWORKED ELEVATION  
Typical

END VIEW  
Typical

Rework Existing D/F Illum. Primary ID Sign

Existing Sign

LOCATION #18



EXISTING SIGN  
For Reference Only - NTS

### PRODUCTION NOTES

#### REWORK EXISTING D/F SIGN:

- Bring sign back to TSC shop for rework
- Remove teal/blue mark pieces and keep (to be re-installed)
- Remove existing blue aluminum face sections as required (dispose)
- Cut down Teal and Blue mark pieces to accommodate new warm gray tenant section at bottom as shown

- Add new internal bracing for new face seam

- Add new LED lamps for new warm gray tenant section

#### NEW FACE(S):

- Manufacture and install new .125 alum. faces (Versa-Lok) with routed "TIDELANDS HEALTH CANCER CARE NETWORK" copy, "IMAGING SERVICES" copy, with 3/16" white #7328 acrylic backing
- Paint reworked cabinet sections blue (Note: paint-only color separation between blue / white on cabinet)
- Paint new bottom tenant section as shown (Note: paint-only color separation between blue / warm gray on cabinet)
- Surface apply vinyl "an affiliate of MUSC Health", and "4181 HIGHWAY 17 BYPASS" to new sign face(s) as shown, (non-illum.)
- Re-install teal/blue mark pieces, same as before

#### INSTALLATION:

- Re-install sign back on existing steel, same as before

#### ELECTRICAL:

##### New (IMAGING SERVICES FACE):

LAMPS (LED): (10) GE LED Linefit F24 + PS: (2) GE 96W

##### Existing (for ref. only):

CIRCUIT(S): (1) 115V 20A

LAMPS (LED): (2) GE F72 - (4) GE F84 - (2) GE F96 - GE LED Linefit

POWER SUPPLY: (4) GEPS24-100 96W

#### COLORS

COLORS SHOWN ARE REPRESENTATIVE ONLY

- White (paint / 3M vinyl / #7328 acrylic)
- Dark Blue PMS #541 (paint to match)
- Teal Blue PMS #570 (paint to match) - for reference only
- Medium Blue PMS #542 (paint to match) - for reference only
- PMS Warm Gray #7 (paint to match)



Murrells Inlet, SC

DATE

07-Dec-17

CUSTOMER

Tidelands Health

PROJECT

Tidelands Health

Center Center

LOCATION

4181 Hwy 17 Bypass

DESCRIPTION

Rework Primary ID

SALES

D. Jenkins

DESIGNER

L. Hurley

SCALE

3/8" = 1'-0"

DRAWING

57281-a1-R3

REVISIONS

REV	DATE	BY	NOTE
R1	21-Mar-18	LH	copy change
R2	28-Mar-18	LH	bottom tenant addition
R3	06-Apr-18	LH	illuminated lower panel

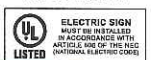
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1-843-448-5168

Fax: 843-448-0535



WORK AUTHORIZATION

92744

TH - Cancer Center

12-April-18

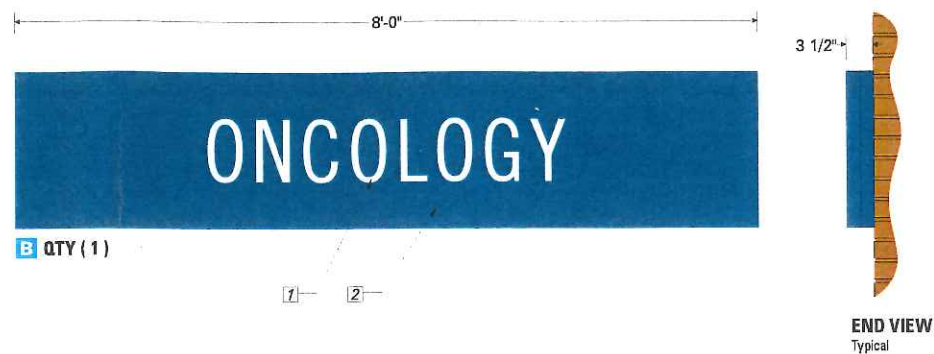
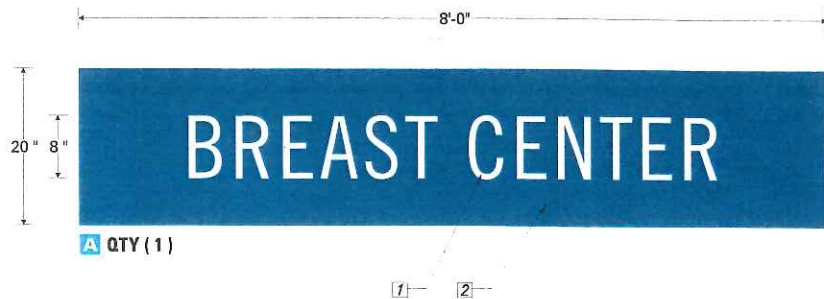
DATE

92744\_57281-a1-R3

FILE

REV DATE BY NOTE

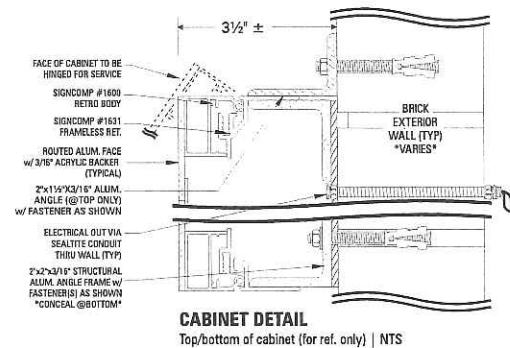




INSTALLED - Photo Edit  
For Reference Only | NTS

**SURVEY REQ'D**

VERIFY ACCESS BEHIND  
WALL FOR ELECTRICAL



## PRODUCTION NOTES

### CABINET:

- Qty ( 2 ) S/F fabricated and painted aluminum Sign Comp cabinets with hinged faces to house all power supplies (see "Cabinet Detail")
- ( FRAME: 2" x 2" x 3/16" galv angle + 2" x 1 1/2" x 3/16" galv angle FACES: .125 alum FILLER: .080 alum )
- Letters routed into .125 aluminum face "BREAST CENTER" and "ONCOLOGY" with flat 3/16" white #7328 acrylic backing
- LED internal illumination

### ELECTRICAL:

- CIRCUITS: ( 1 ) 20A 120V
- LEDS: Everlyte OpticMax + PS: ( 1 per sign ) Everlyte

### INSTALLATION:

- Cabinets mount flush to brick fascia (as shown)

See #57587-plan for installation locations

## COLORS

- NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY.  
PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT
- 1 White ( #7328 acrylic )
  - 2 Dark Blue - PMS 541 (3M Blue #3630-36, paint to match)



DATE

18-Apr-18

CUSTOMER

Tideland's Health

PROJECT

TH Waccamaw

Medical Park East

LOCATION

4181 Hwy 17 ByPass

DESCRIPTION

Wall Signs

SALES

D. Jenkins

DESIGNER

B. Paul

SCALE

3/4" = 1' - 0"

DRAWING

57587-a1-R1

REVISIONS

REV. DATE BY NOTE

R1 24-Apr-18 BP chg spec, copy

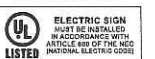
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WORK AUTHORIZATION

JOB

92776

TH-Waccamaw Med Park East

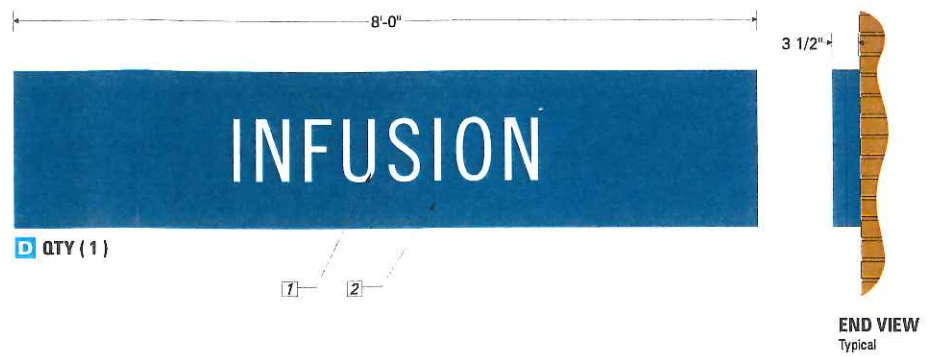
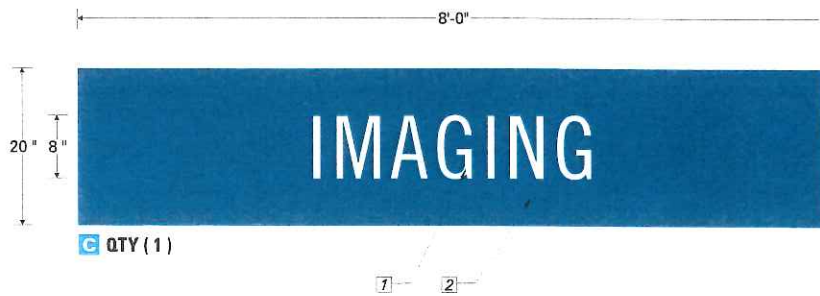
DATE

11-May-18

92776 57587-a1-R1

FILE

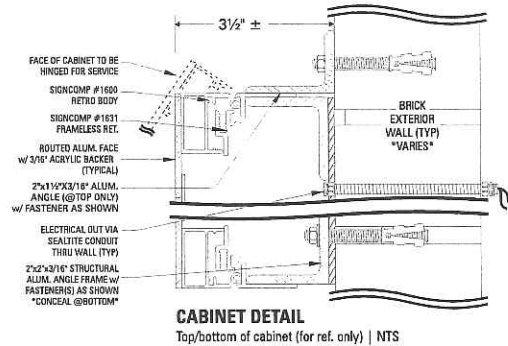
REV. DATE BY NOTE



INSTALLED - Photo Edit  
For Reference Only | NTS

**SURVEY REQ'D**

VERIFY ACCESS BEHIND  
WALL FOR ELECTRICAL



## PRODUCTION NOTES

### CABINET:

- Qty ( 2 ) S/F fabricated and painted aluminum Sign Comp cabinets with hinged faces to house all power supplies (see "Cabinet Detail")
- ( FRAME: 2" x 2" x 3/16" galv angle + 2" x 1 1/2" x 3/16" galv angle FACES: .125 alum FILLER: .080 alum )
- Letters routed into .125 aluminum face "IMAGING" and "INFUSION" with flat 3/16" white #7328 acrylic backing
- LED internal illumination

### ELECTRICAL:

- CIRCUITS: ( 1 ) 20A 120V
- LEDS: Everylite OpticMax + PS: ( 1 per sign ) Everylite

### INSTALLATION:

- Cabinets mount flush to brick fascia (as shown)

See #57587-plan for installation locations

## COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY.  
PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

- 1 White ( #7328 acrylic )
- 2 Dark Blue - PMS 541 (3M Blue #3630-36, paint to match)



Murrells Inlet, SC

18-Apr-18

Tideland's Health

TH Waccamaw

Medical Park East

4181 Hwy 17 ByPass

Wall Signs

D. Jenkins

B. Paul

3/4" = 1' - 0"

57587-a2-R1

REV	DATE	BY	NOTE
R1	26-Apr-18	BP	chg spcs, copy

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WORK AUTHORIZATION

92776

TH-Waccamaw Med Park East

11-May-18

92776 57587-a2-R1

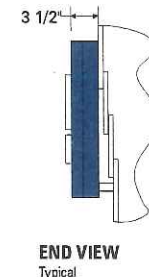
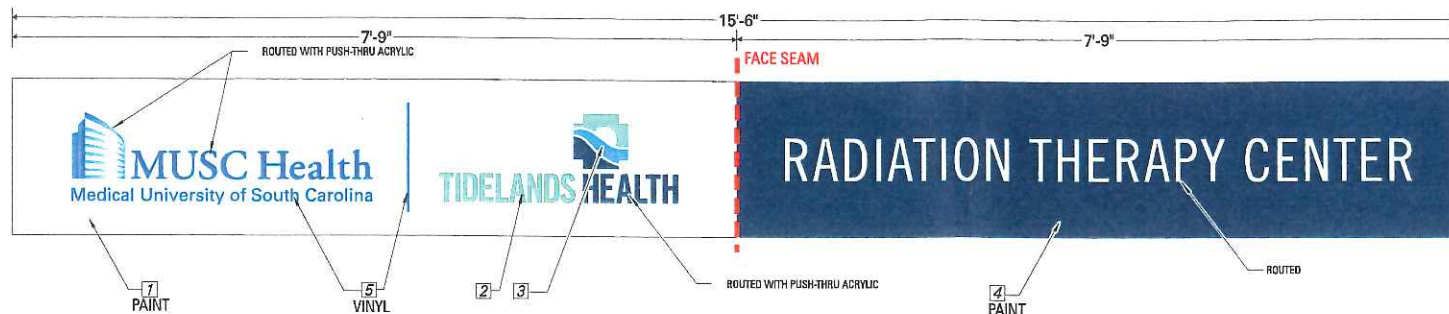
REV	DATE	BY	NOTE

Qty. ( 2 ) S/F Illuminated Wall Signs



# TOP VIEW

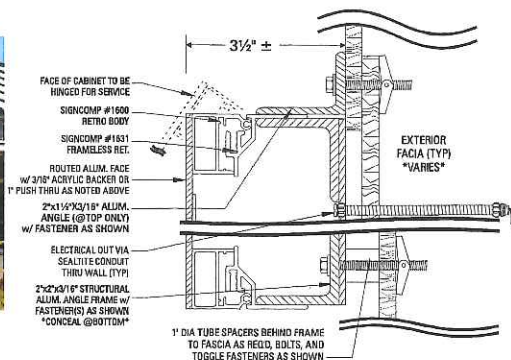
For ref. only



INSTALLED - 1 of 2 - Photo Edit  
For Reference Only | NTS



INSTALLED - 2 of 2 - Photo Edit  
For Reference Only | NTS



## CABINET DETAIL

Top/bottom of cabinet (for ref. only) | NTS

## SURVEY REQ'D

VERIFY WORKING AREA(S) BEFORE SIGN FABRICATION

## PRODUCTION NOTES

### CABINET:

Qty (2) S/F fabricated and painted aluminum Sign Comp cabinets with hinged faces to house all power supplies (see "Cabinet Detail")  
(FRAME: 2" x 2" x 3/16" galv angle + 2" x 1 1/2" x 3/16" galv angle + FACES: .125 alum + BACK: .063 alum)  
-LED internal illumination

### MUSC HEALTH LOGO:

-Routed aluminum "MUSC HEALTH" logo and letters with push-thru 1" thick clear acrylic with digitally printed translucent vinyl graphics (as shown)  
-First surface vinyl "MEDICAL UNIVERSITY OF SOUTH CAROLINA" letters

### TIDELANDS HEALTH LOGO:

-Routed into aluminum "TIDELANDS HEALTH" logo and letters with push-thru 1" thick clear acrylic with translucent vinyl graphics (as shown)  
-Routed into aluminum "RADIATION THERAPY CENTER" letters with flat 3/16" thick white acrylic backing (as shown)

### ELECTRICAL:

CIRCUITS: (1) 20A 120V  
LEDS: Everlyte OpticMax + PS: (2 per sign) Everlyte

### INSTALLATION:

-Cabinets mount flush to fascia (as shown)

See #57587-plan for installation locations

## COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY. PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

- 1 White (3M vinyl, paint, #7328 acrylic)
- 2 Teal Blue - PMS 570 (3M Turquoise #3630-236)
- 3 Medium Blue - PMS 542 (3M Evening Blue #3630-317)
- 4 Dark Blue - PMS 541 (3M Blue #3630-36, paint to match)
- 5 Bright Blue (MUSC) 3M #3630-167 (translucent vinyl)
- 6 Digital Print (MUSC logo)(vinyl)



Murrells Inlet, SC

18-Apr-18

CUSTOMER

Tidelands Health

TH Waccamaw PROJECT

Medical Park East LOCATION

4181 Hwy 17 ByPass

DESCRIPTION

Wall Signs

SALES

D. Jenkins

DESIGNER

B. Paul

SCALE

3/4" = 1' - 0"

DRAWING

57587-a3

REVISIONS

REV DATE BY NOTE

REV DATE BY NOTE

REV DATE BY NOTE

REV DATE BY NOTE

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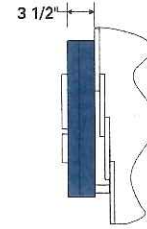
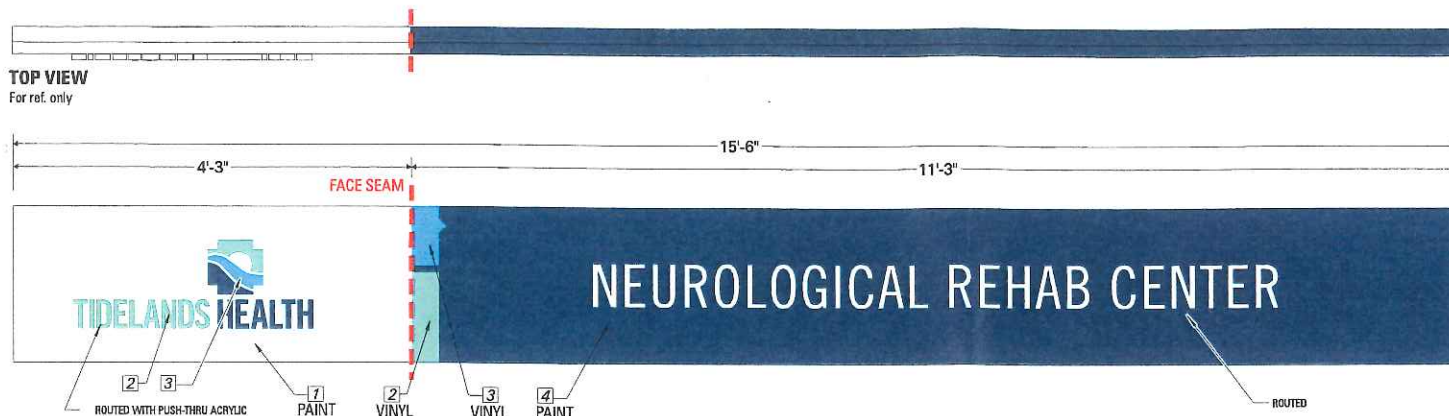
REV DATE BY NOTE

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REV DATE BY NOTE





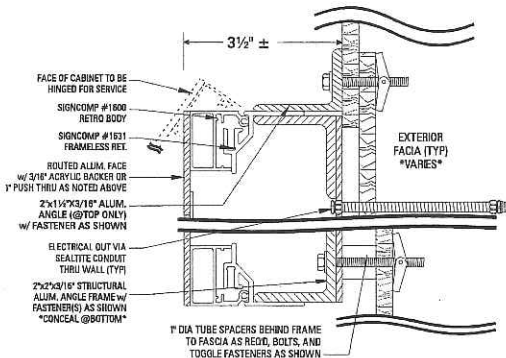
**SURVEY REQ'D**  
VERIFY WORKING AREA(S)  
BEFORE SIGN FABRICATION



**INSTALLED - 1 of 2 - Photo Edit**  
For Reference Only | NTS



**INSTALLED - 2 of 2 - Photo Edit**  
For Reference Only | NTS



**CABINET DETAIL**  
Top/bottom of cabinet (for ref. only) | NTS

## PRODUCTION NOTES

### CABINET:

— Qty ( 2 ) S/F fabricated and painted aluminum Sign Comp cabinets with hinged faces to house all power supplies (see "Cabinet Detail")  
( FRAME: 2" x 2" x 3/16" galv angle + 2" x 1 1/2" x 3/16" galv angle + FACES: .125 alum + BACK: .063 alum )  
— LED internal illumination

### TIDELANDS HEALTH LOGO:

— Routed into aluminum "TIDELANDS HEALTH" logo and letters with push-thru 1" thick clear acrylic with translucent vinyl graphics (as shown)  
— First surface vinyl accent bar as noted  
— Routed into aluminum "NEUROLOGICAL REHAB CENTER" letters with flat 3/16" thick white acrylic backing (as shown)

### ELECTRICAL:

CIRCUITS: ( 1 ) 20A 120V  
LEDS: Everlyte OpticMax + PS: ( 2 per sign ) Everlyte

### INSTALLATION:

— Cabinets mount flush to fascia (as shown)

See #57587-plan for installation locations

## COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY. PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

- 1 White (3M vinyl, paint, #7328 acrylic)
- 2 Teal Blue - PMS 570 (3M Turquoise #3630-236)
- 3 Medium Blue - PMS 542 (3M Evening Blue #3630-317)
- 4 Dark Blue - PMS 541 (3M Blue #3630-36, paint to match)



Murrells Inlet, SC

18-Apr-18

Tidelands Health

TH Waccamaw

Medical Park East

4181 Hwy 17 Bypass

Wall Signs

D. Jenkins

B. Paul

3/4" = 1' - 0"

57587-a4

REV	DATE	BY	NOTE

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WORK AUTHORIZATION

92776

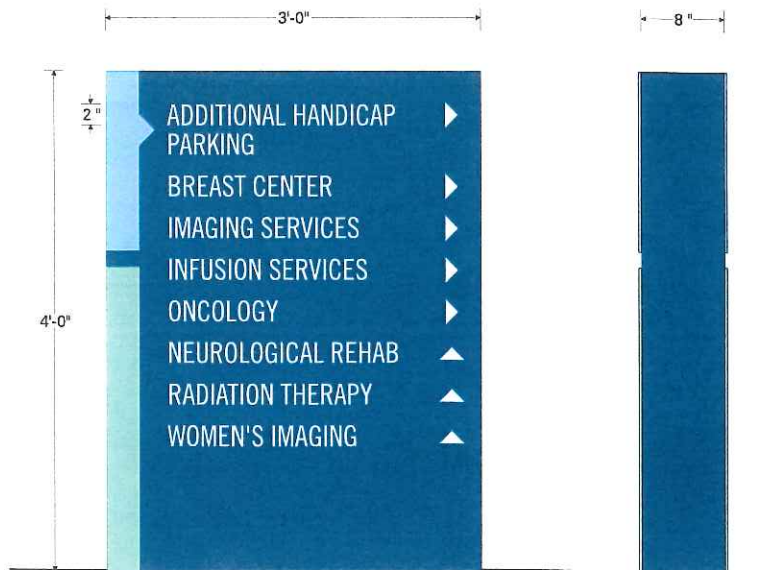
TH-Waccamaw Med Park East

11-May-18

92776 57587-a4

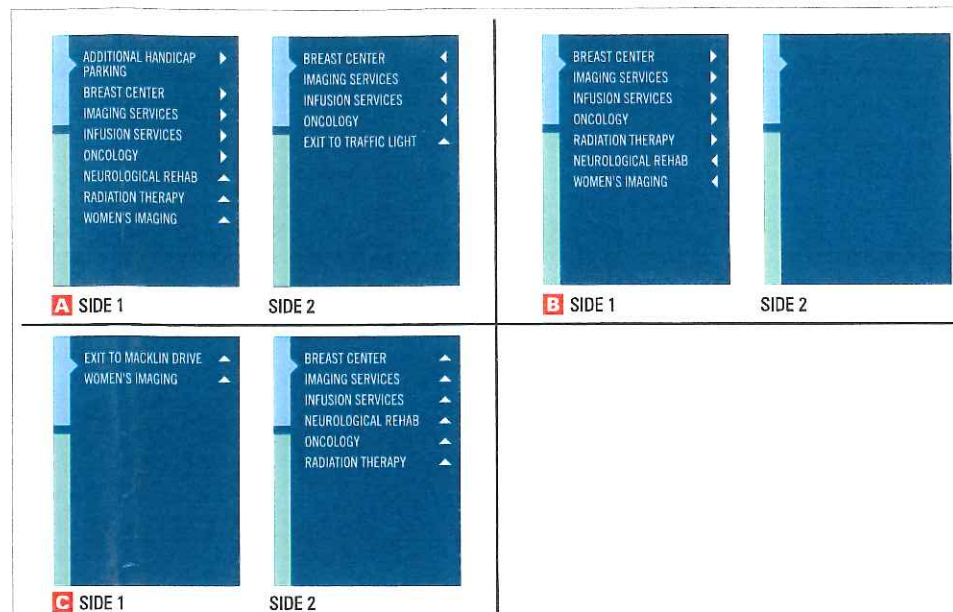
REV	DATE	BY	NOTE

**Qty. ( 2 ) S/F Illuminated Wall Signs**



**TYPICAL SHOWN**  
See "REQUIRED LAYOUTS"

**END VIEW**  
Typical



**REQUIRED LAYOUTS**  
For Reference Only | NTS



**A INSTALLED - Side 1 Shown - Photo Edit**  
For Reference Only | NTS



**B INSTALLED - Side 1 Shown - Photo Edit**  
For Reference Only | NTS



**C INSTALLED - Side 2 Shown - Photo Edit**  
For Reference Only | NTS

## NOTES

- Fabricated non-illuminated aluminum sign cabinets (typical)
- Flat aluminum face with cut-out plate aluminum blue/teal decor as shown
- First surface reflective vinyl copy as shown

## INSTALLATION:

- Typical direct embed installation (steel pipe in Sakrete foundation as req'd.)

See #57587-plan for installation locations

## COLORS

NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY.  
PRINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT

- White 3M #5100-10 (reflective vinyl)
- Teal Blue PMS #570 (paint to match / 3M Turquoise 3630-236 vinyl)
- Medium Blue PMS #542 (paint to match / 3M Evening Blue 3630-317)
- Dark Blue PMS #541 (paint to match / 3M Blue 3630-36)



Murrells Inlet, SC

DATE

18-Apr-18

CUSTOMER

Tidelands Health

PROJECT

TH Waccamaw  
Medical Park East

LOCATION

4181 Hwy 17 ByPass

DESCRIPTION

Directionals

SALES

D. Jenkins

DESIGNER

B. Paul

SCALE

1" = 1'-0"

DRAWING

57587-b1-R2

REVISIONS

REV	DATE	BY	NOTE
R1	15-May-18	BP	add copy
R2	23-May-18	BP	chg copy

CUSTOMER APPROVAL

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Mail: P.O. Box 50580

Myrtle Beach, SC 29579

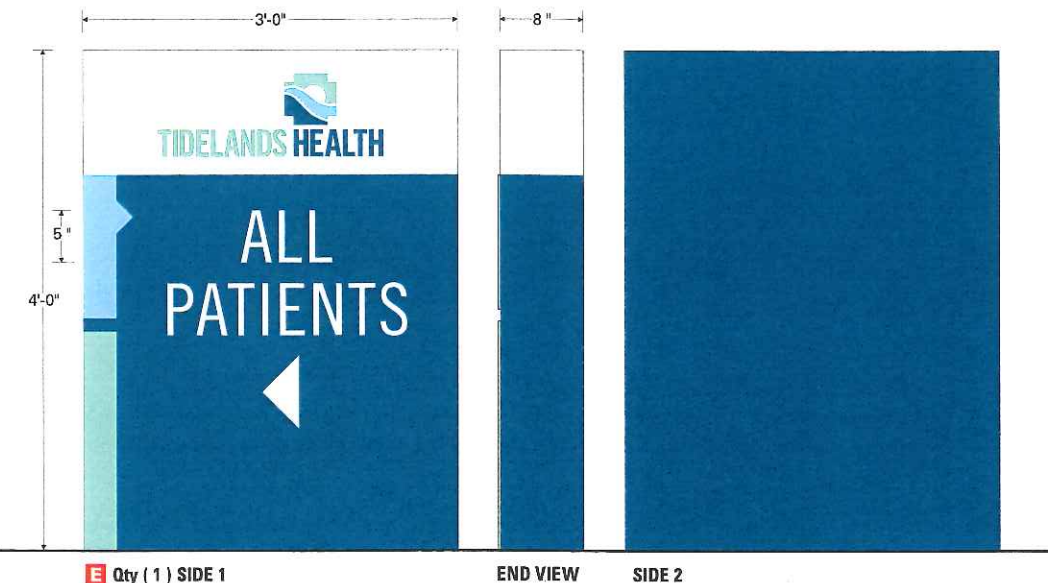
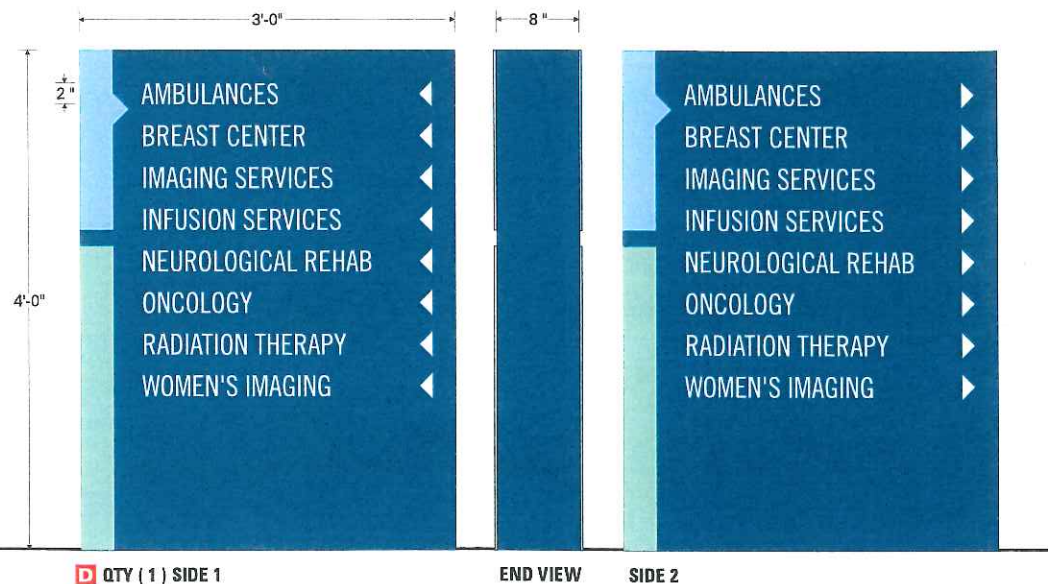
www.tysonsign.com



INTERNATIONAL SIGN ASSOCIATION

Qty. ( 3 ) Non-Illuminated Directional Signs





## Qty. ( 2 ) Non-Illuminated Directional Signs



**D INSTALLED - Side 1 Shown - Photo Edit**  
For Reference Only | NTS



**E INSTALLED - Side 1 Shown - Photo Edit**  
For Reference Only | NTS

## NOTES

- Fabricated non-illuminated aluminum sign cabinets (typical)
- Flat aluminum face with cut-out plate aluminum blue/teal decor as shown
- First surface reflective vinyl copy as shown

## INSTALLATION:

- Typical direct embed installation (steel pipe in Sakrete foundation as req'd.)

See #57587-plan for installation locations

## COLORS

- NOTE: COLORS SHOWN ARE REPRESENTATIVE ONLY.  
PAINTED FINISHES INCLUDE A PROTECTIVE CLEAR COAT
- White 3M #5100-10 (reflective vinyl)
  - Teal Blue PMS #570 (paint to match / 3M Turquoise 3630-236 vinyl)
  - Medium Blue PMS #542 (paint to match / 3M Evening Blue 3630-317)
  - Dark Blue PMS #541 (paint to match / 3M Blue 3630-36)



Murrells Inlet, SC

DATE

18-Apr-18

CUSTOMER

Tidelands Health

PROJECT

TH Waccamaw  
Medical Park East

LOCATION

4181 Hwy 17 Bypass

DESCRIPTION

Directionals

SALES

D. Jenkins

DESIGNER

B. Paul

SCALE

1" = 1' - 0"

DRAWING

57587-b2-R2

REVISIONS

REV	DATE	BY	NOTE
01	15-May-18	BP	chg copy
02	23-May-18	BP	chg copy

CUSTOMER APPROVAL

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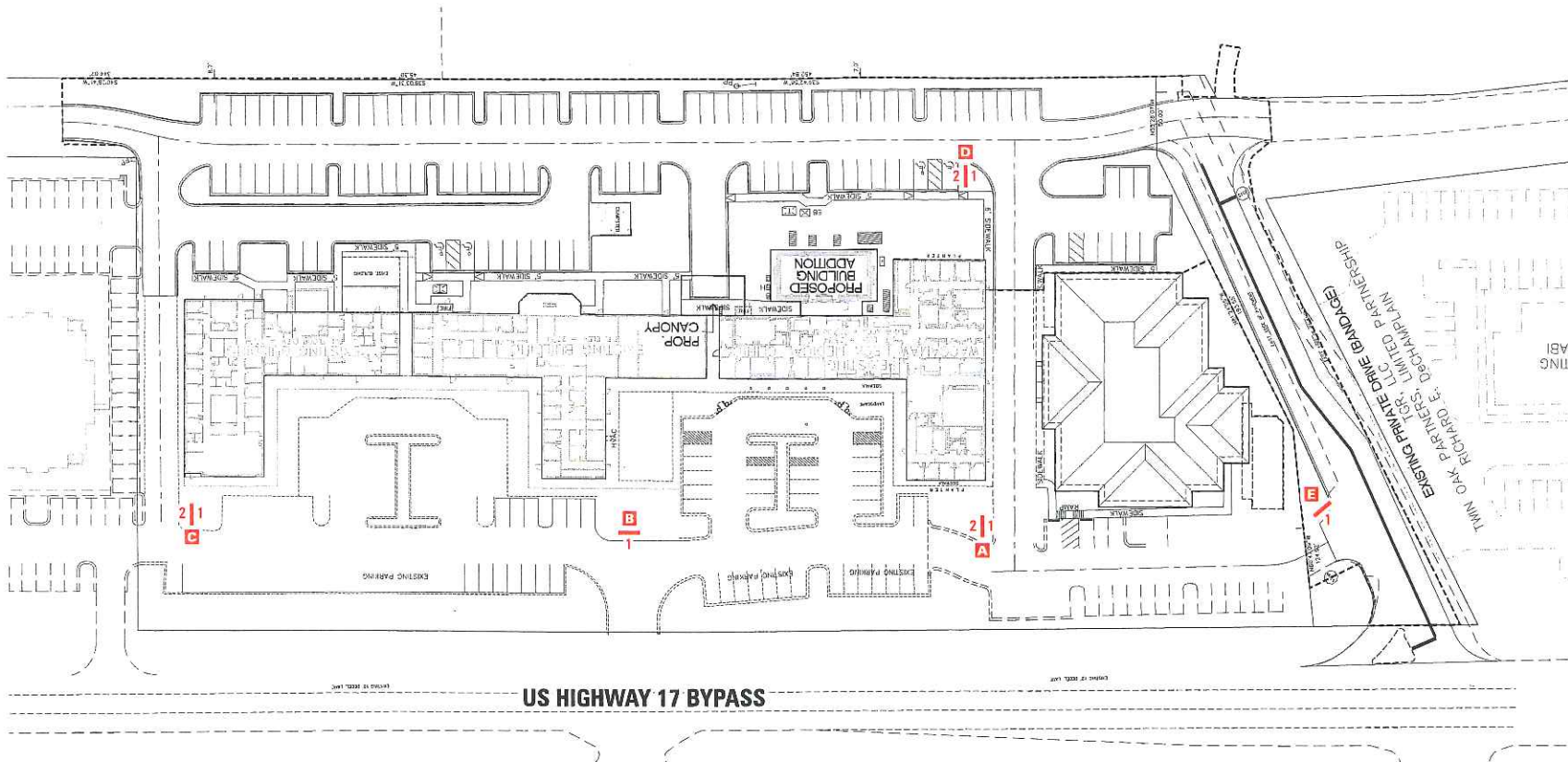
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INTERNATIONAL SIGN ASSOCIATION







Murrells Inlet, SC

DATE

18-Apr-18

CUSTOMER

Tideland Health

PROJECT

TH Waccamaw Medical Park East

LOCATION

4181 Hwy 17 ByPass

DESCRIPTION

Site Plan

SALES

D. Jenkins

DESIGNER

B. Paul

SCALE

NTS

DRAWING

57587-plan

REVISIONS

REV	DATE	BY	NOTE
R1	15-May-18	BP	Directionals Only

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ELECTRIC SIGN  
MUST BE INSTALLED  
IN ACCORDANCE WITH  
ARTICLE 610 OF THE NEC  
(NATIONAL ELECTRIC CODE)



Sign Systems Association



International Sign Association



Sign Systems Association



International Sign Association



Sign Systems Association



International Sign Association



Sign Systems Association



International Sign Association



Sign Systems Association



International Sign Association



Sign Systems Association



International Sign Association



Sign Systems Association

**Item Number:** 12.b  
**Meeting Date:** 8/28/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-24 - An Ordinance to repeal and replace Appendix C, Storm Water Management Program, Part II, Flood Damage Prevention Ordinance of the Code of Ordinances of Georgetown County, South Carolina.

**CURRENT STATUS:**

The current Flood Damage Prevention Ordinance does not address issues as suggested by SCDNR. This state agency administers the FEMA flood damage prevention program in South Carolina.

**POINTS TO CONSIDER:**

1. Georgetown County participates in the National Flood Insurance Program in order to provide safeguards to properties and life in FEMA designated flood zones.
2. A locality must adopt a local Flood Damage Prevention Ordinance to participate in the federal program. This ordinance addresses local realities but also includes many, but not all, FEMA requirements.
3. In South Carolina, the State Department of Natural Resources administers the program. During a recent visit by DNR, several weak areas in the County's ordinance were noted.
4. DNR has created a model ordinance to address the matters FEMA has deemed should be in a local ordinance. Staff has used the model ordinance and added local requirements. An example of a local requirement is the one foot additional "free board" required in AE flood zones. This means a dwelling must be constructed at least one foot higher than the FEMA minimum. Such requirements lead to reduced flood insurance premiums.
5. The attached model ordinance would replace the County's existing ordinance. By adopting this ordinance, the County would be assured it addresses issues reviewed by SCDNR.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Adopt the ordinance as proposed
2. Adopt an amended ordinance
3. Defer action
4. Keep the existing ordinance

**STAFF RECOMMENDATIONS:**

Adopt the ordinance as proposed

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No 2018-24 to Repeal and Replace Flood Ord	Ordinance

**AN ORDINANCE TO DELETE APPENDIX C, STORM WATER MANAGEMENT PROGRAM, PART II, FLOOD DAMAGE PREVENTION ORDINANCE OF THE CODE OF ORDINANCES OF GEORGETOWN COUNTY, SOUTH CAROLINA AND REPLACE SUCH ORDINANCE WITH THE BELOW ORDINANCE WHICH SHALL ALSO BE APPENDIX C, STORM WATER MANAGEMENT PROGRAM, PART II, FLOOD DAMAGE PREVENTION ORDINANCE**

BE IT ORDAINED BY GEORGETOWN COUNTY COUNCIL, DULY ASSEMBLED, THAT APPENDIX C, PART II, FLOOD DAMAGE PREVENTION ORDINANCE OF THE CODE OF ORDINANCES OF GEORGETOWN COUNTY, SOUTH CAROLINA BE DELETED AND REPLACED WITH THE REVISED ORDINANCE FOUND BELOW.

**Part II. FLOOD DAMAGE PREVENTION ORDINANCE**

**ARTICLE I      GENERAL Standards**

- Section A      Statutory Authorization
- Section B      Findings of Fact
- Section C      Statement of Purpose and Objectives
- Section D      Lands to Which this Ordinance Applies
- Section E      Establishment of Development Permit
- Section F      Compliance
- Section G      Interpretation
- Section H      Partial Invalidity and Severability
- Section I      Warning and Disclaimer of Liability
- Section J      Penalties for Violation

**ARTICLE II              DEFINITIONS**

- Section A      General

**ARTICLE III      ADMINISTRATION**

- Section A      Designation of Local Floodplain Administrator
- Section B      Adoption of Letter of Map Revisions
- Section C      Development Permit and Certification Requirements
- Section D      Duties and Responsibilities of the Local Floodplain Administrator
- Section E      Administrative Procedures

**ARTICLE IV      PROVISIONS FOR FLOOD HAZARD REDUCTION**

- Section A      General Standards
- Section B      Specific Standards
  - 1 - Residential Construction



- 2 - Non-Residential Construction
- 3 - Manufactured Homes
- 4 - Elevated Buildings
- 5 - Floodways
- 6 - Recreational Vehicles
- 7 - Map Maintenance Activities
- 8 - Accessory Structure
- 9 -Swimming Pool Utility Equipment Rooms
- 10 -Elevators
- 11 -Fill
- 12 -Standards for Subdivision Proposals

- Section C Standards for Streams without Base Flood Elevations and Floodways
- Section D Standards for Streams with Base Flood Elevations, but without Floodways
- Section E Standards for Areas of Shallow Flooding (AO Zones)
- Section F Coastal High Hazard Areas (V-Zones)

ARTICLE V VARIANCE PROCEDURES

- Section A Establishment of Appeal Board
- Section B Right to Appeal
- Section C Historic Structures
- Section D Functionally Dependent Uses
- Section E Agricultural Structures
- Section F Considerations
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ARTICLE VI LEGAL STATUS PROVISIONS

- Section A Effect on Rights & Liabilities under the Existing Ordinance
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- Section C Effective Date

## Article I. General Standards

### A. Statutory Authorization

**County** – The legislature of the State of South Carolina has in SC Code of Laws, Title 4, Chapters 9 (Article 1), 25, and 27, and amendments thereto, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Georgetown County Council, of Georgetown County, South Carolina does ordain as follows:

- B. **Findings of Fact** - The Special Flood Hazard Areas of the Georgetown County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

Furthermore, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages.

- C. **Statement of Purpose and Objectives** - It is the purpose of this ordinance to protect human life and health, minimize property damage, and encourage appropriate construction practices to minimize public and private losses due to flood conditions by requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction. Uses of the floodplain which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion are restricted or prohibited. These provisions attempt to control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters, and control filling, grading, dredging and other development which may increase flood damage or erosion. Additionally, the ordinance prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

The objectives of this ordinance are to protect human life and health, to help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas, and to insure that potential home buyers are notified that property is in a flood area. The provisions of

the ordinance are intended to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone, and sewer lines, streets and bridges located in the floodplain, and prolonged business interruptions. Also, an important floodplain management objective of this ordinance is to minimize expenditure of public money for costly flood control projects and rescue and relief efforts associated with flooding.

Floodplains are an important asset to the community. They perform vital natural functions such as temporary storage of floodwaters, moderation of peak flood flows, maintenance of water quality, groundwater recharge, prevention of erosion, and habitat for diverse natural wildlife populations, recreational opportunities, and aesthetic quality. These functions are best served if floodplains are kept in their natural state. Wherever possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

- D. Lands to Which this Ordinance Applies** This ordinance shall apply to all areas of special flood hazard within the jurisdiction of **Georgetown County** as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated March 16, 1989 with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.

Further, the area of the Santee Floodplain that would be affected by a breach of the Santee Dam defined as that shown on the Santee Cooper Dam Break Map, a copy of which shall be kept on file at the Department of Planning and Development, Building Division, shall require elevation to at least one (1) foot above the dam break elevation or execute a release waiver and covenant (a hold harmless agreement).

All applications for permits of new construction or substantial improvement occurring within the dam break flood zone shall be submitted to the South Carolina Public Service Authority.

It shall be required that the South Carolina Public Service Authority (Santee Cooper) provide to the Department of Planning and Development, Building Division, a list by County tax map number (TMS), all land parcels which fall within the dam break flood area. It shall further be require of Santee Cooper to furnish the ground elevation of the lots not covered by a release waiver and to place a Temporary Benchmark on the site for the purpose of verifying the finished floor elevation.

Upon annexation any special flood hazard areas identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study for the unincorporated areas of Georgetown County, with accompanying map and other data are adopted by reference and declared part of this ordinance.

- E. Establishment of Development Permit** A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities.
- F. Compliance** No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations. A Non-Conversion Agreement is required prior to the issuance of the certificate of occupancy for **All Structures** built in special flood hazard areas of the County. The Non-Conversion Agreement will be given to the property owner when the permit is issued. It must be signed by the property owner, witnessed and recorded with the **Register of Deeds**. Prior to the final inspection.
- G. Interpretation** In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the

governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions, shall prevail.

**H. Partial Invalidity and Severability** If any part of this Ordinance is declared invalid, the remainder of the Ordinance shall not be affected and shall remain in force.

**I. Warning and Disclaimer of Liability** the degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Georgetown County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

**J. Penalties for Violation** - Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent Georgetown County from taking such other lawful action as is necessary to prevent or remedy any violation.

## **Article II. DEFINITIONS**

**A. General** - Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

1. **Accessory Structure** (Appurtenant Structure) - structures that are located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory Structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.
2. **Addition (to an existing building)** - an extension or increase in the floor area or height of a building or structure. Additions to existing buildings shall comply with the requirements for new construction regardless as to whether the addition is a substantial improvement or not. Where a firewall or load-bearing wall is provided between the addition and the existing building, the addition(s) shall be considered a separate building and must comply with the standards for new construction.

3. **Agricultural structure** - a structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Agricultural structures are **not** exempt from the provisions of this ordinance.
4. **Appeal** - a request for a review of the local floodplain administrator's interpretation of any provision of this ordinance.
5. **Area of shallow flooding** - a designated AO or VO Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.
6. **Area of special flood hazard** - the land in the floodplain within a community subject to a one percent or greater chance of being equaled or exceeded in any given year.
7. **Base flood** - the flood having a one percent chance of being equaled or exceeded in any given year.
8. **Basement** - means any enclosed area of a building that is below grade on all sides.
9. **Building** - see structure
10. **Coastal High Hazard Area** - an area of special flood hazard extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to velocity wave action from storms or seismic sources.
11. **Critical Development** - development that is critical to the community's public health and safety, is essential to the orderly functioning of a community, store or produce highly volatile, toxic or water-reactive materials, or house occupants that may be insufficiently mobile to avoid loss of life or injury. Examples of critical development include jails, hospitals, schools, fire stations, nursing homes, wastewater treatment facilities, water plants, and gas/oil/propane storage facilities.
12. **Development** - any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.
13. **Elevated building** - a non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, piers, or shear walls parallel to the flow of water.
14. **Executive Order 11988 (Floodplain Management)** - Issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified special flood hazard

areas, unless there is no practicable alternative.

15. **Existing construction** - means, for the purposes of determining rates, structures for which the start of construction commenced before May 9, 1978 in the Waccamaw Neck Special Flood Hazards District or March 1, 1984 for unincorporated Georgetown County.
16. **Existing manufactured home park or manufactured home subdivision** - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before May 9, 1978 in the Waccamaw Neck Special Flood Hazards District or March 1, 1984 for unincorporated Georgetown County.
17. **Expansion to an existing manufactured home park or subdivision** - the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs).
18. **Flood** - a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation of runoff of surface waters from any source.
19. **Flood Hazard Boundary Map (FHBM)** - an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the areas of special flood hazard have been defined as Zone A.
20. **Flood Insurance Rate Map (FIRM)** - an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.
21. **Flood Insurance Study** - the official report provided by the Federal Emergency Management Agency which contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.
22. **Flood-resistant material** - any building material capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbars are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials,

referenced therein, are acceptable flood-resistant materials.

23. **Floodway** - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
24. **Freeboard** - a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.
25. **Functionally dependent use**- a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
26. **Highest Adjacent Grade** - the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of the structure.
27. **Historic Structure** - any structure that is: (a) listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of the Interior (DOI)) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a State inventory of historic places; (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified (1) by an approved State program as determined by the Secretary of Interior, or (2) directly by the Secretary of Interior in states without approved programs. Some structures or districts listed on the State or local inventories **MAY NOT** be "Historic" as cited above, but have been included on the inventories because it was believed that the structures or districts have the **potential** for meeting the "Historic" structure criteria of the DOI. In order for these structures to meet NFIP historic structure criteria, it must be demonstrated and evidenced that the South Carolina Department of Archives and History has **individually determined** that the structure or district meets DOI historic structure criteria.
28. **Increased Cost of Compliance (ICC)** – applies to all new and renewed flood insurance policies effective on and after June 1, 1997. The NFIP shall enable the purchase of insurance to cover the cost of compliance with land use and control measures established under Section 1361. It provides coverage for the payment of a claim to help pay for the cost to comply with State or community floodplain management laws or ordinances after a flood event in which a building has been declared substantially or repetitively damaged.



29. **Limited storage** - an area used for storage and intended to be limited to incidental items that can withstand exposure to the elements and have low flood damage potential. Such an area must be of flood resistant or breakaway material, void of utilities except for essential lighting and cannot be temperature controlled. If the area is located below the base flood elevation in an A, AE and A1-A30 zone it must meet the requirements of Article IV.A.4 of this ordinance. If the area is located below the base flood elevation in a V, VE and V1-V30 zone it must meet the requirements of Article IV.F of this ordinance.
30. **Lowest Adjacent Grade (LAG)** - is an elevation of the lowest ground surface that touches any deck support, exterior walls of a building or proposed building walls.
31. **Lowest Floor** -the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.
32. **Manufactured home** - a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
33. **Manufactured Home Park or subdivision** - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
34. **Mean Sea Level** - means, for the purpose of this ordinance, the Nations Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which the base flood elevations shown on a community's Flood Insurance Rate Maps (FIRM) are shown.
35. **National Geodetic Vertical Datum (NGVD) of 1929** - as corrected in 1929, elevation reference points set by National Geodetic Survey based on mean sea level.
36. **North American Vertical Datum (NAVD) of 1988** - vertical control, as corrected in 1988, used as the reference datum on Flood Insurance Rate Maps.
37. **New construction** - structure for which the start of construction commenced on or after May 9, 1978 in the Waccamaw Neck Special Flood Hazards District. The term also includes any subsequent improvements to such structure.
38. **New manufactured home park or subdivision** - a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum,

the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete slabs) is completed on or after May 9, 1978 in the Waccamaw Neck Special Flood Hazards District.

39. **Non-Conversion Agreement** – a document prepared by the County and provided to the owner(s) of property in a special flood hazard area that is signed and recorded with the Register of Deeds. In signing, the owner agrees to not convert or finish the interior of the allowed enclosed area, below the design flood elevation (DFE) for any purpose other than the allowed parking, storage or building access. The agreement also gives authority to the County to visit the property, upon notice, for verification of compliance.
40. **Primary Frontal Dune** - a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and subject to erosion and overtopping from high tides and waves during coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.
41. **Recreational vehicle** - a vehicle which is: (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projection; (c) designed to be self-propelled or permanently towable by a light duty truck; and, (d) designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.
42. **Repetitive Loss** – a building covered by a contract for flood insurance that has incurred flood-related damages on 2 occasions during a 10 year period ending on the date of the event for which a second claim is made, in which the cost of repairing the flood damage, on the average, equaled or exceeded 25% of the market value of the building at the time of each such flood event.
43. **Section 1316 of the National Flood insurance Act of 1968** - The act provides that no new flood insurance shall be provided for any property found by the Federal Emergency Management Agency to have been declared by a state or local authority to be in violation of state or local ordinances.
44. **Stable Natural Vegetation** - the first place on the oceanfront where plants such as sea oats hold sand in place.
45. **Start of construction** - for other than new construction or substantial improvements under the Coastal Barrier Resources Act (P.L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it

include the installation of streets and/or walkways; nor does it include excavation for footings, piers or foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

46. **Structure** - a walled and roofed building, a manufactured home, including a gas or liquid storage tank that is principally above ground.
47. **Substantial damage** - damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Such repairs may be undertaken successively and their costs counted cumulatively. Please refer to the definition of "substantial improvement".
48. **Substantial improvement** - any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures that have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
- a) any project of improvement to a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or,
  - b) any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Permits shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

49. **Substantially improved existing manufactured home park or subdivision** - where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction, or improvement commenced.
50. **Variance** - is a grant of relief from a term or terms of this ordinance.
51. **Violation** - the failure of a structure or other development to be fully compliant with these regulations.

### Article III. ADMINISTRATION

**A. Designation of Local Floodplain Administrator** -The **Building Official or a designee of the Building Official** is hereby appointed to administer and implement the provisions of this ordinance.

**B. Adoption of Letter of Map Revisions (LOMR)** – All LOMRs that are issued in the areas identified in Article I Section D of this ordinance are hereby adopted.

#### **C. Development Permit and Certification Requirements.**

1. **Development Permit:** - Application for a development permit shall be made to the local floodplain administrator on forms furnished by him or her prior to any development activities. The development permit may include, but not be limited to, plans in duplicate drawn to scale showing: the nature, location, dimensions, and elevations of the area in question; existing or proposed structures; and the location of fill materials, storage areas, and drainage facilities. Specifically, the following information is required:
  - a) A plot plan that shows the 100-year floodplain contour or a statement that the entire lot is within the floodplain must be provided by the development permit applicant when the lot is within or appears to be within the floodplain as mapped by the Federal Emergency Management Agency or the floodplain identified pursuant to either the Duties and Responsibilities of the local floodplain administrator of Article III.D.11 or the Standards for Subdivision Proposals of Article IV.B and the Standards for streams without Estimated Base Flood Elevations and Floodways of Article IV.C. The plot plan must be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. The plot plan must show the floodway, if any, as identified by the Federal Emergency Management Agency or the floodway identified pursuant to either the duties or responsibilities of the local floodplain administrator of Article III.D.11 or the standards for subdivision proposals of Article IV.B.12 and the standards for streams without estimated base flood elevations and floodways of Article IV.C.
  - b) Where base flood elevation data is provided as set forth in Article I.D or the duties and responsibilities of the local floodplain administrator of Article III.D.11 the application for a development permit within the flood hazard area shall show:
    - (1) the elevation (in relation to mean sea level) of the lowest floor of all new and substantially improved structures, and
    - (2) if the structure will be flood proofed in accordance with the Non-Residential Construction requirements of Article IV.B.2 the elevation (in relation to mean sea level) to which the structure will be flood proofed.
  - c) Where base flood elevation data is **not** provided as set forth in Article

I.D or the duties and responsibilities of the local floodplain administrator of Article III.D.11, then the provisions in the standards for streams without estimated base flood elevations and floodways of Article IV.C must be met.

- d) Alteration of Watercourse: Where any watercourse will be altered or relocated as a result of proposed development, the application for a development permit shall include a description of the extent of watercourse alteration or relocation, an engineering study to demonstrate that the flood-carrying capacity of the altered or relocated watercourse is maintained and a map showing the location of the proposed watercourse alteration or relocation.

## 2. Certifications

- a) Flood proofing Certification - When a structure is flood proofed, the applicant shall provide certification from a registered, professional engineer or architect that the non-residential, flood proofed structure meets the flood proofing criteria in the non-residential construction requirements of Article IV.B.2 and Article IV.E.2 (b).
- b) Certification During Construction - A lowest floor elevation or flood proofing certification is required after the lowest floor is completed. As soon as possible after completion of the lowest floor and before any further vertical construction commences, or flood proofing by whatever construction means, whichever is applicable, it shall be the duty of the permit holder to submit to the local floodplain administrator a certification of the elevation of the lowest floor, or flood proofed elevation, whichever is applicable, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by it. Any work done prior to submission of the certification shall be at the permit holder's risk. The local floodplain administrator shall review the floor elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.
- c) V-Zone Certification - When a structure is located in Zones V, VE, or V1-30, certification shall be provided from a registered professional engineer or architect, separate from submitted plans, that new construction and substantial improvement meets the criteria for the coastal high hazard areas outlined in Article IV.F.5.
- d) As-built Certification - Upon completion of the development a registered professional engineer, land surveyor or architect, in accordance with SC law, shall certify according to the requirements of Article III.C.2a, 2b, and 2c that the development is built in accordance with the submitted plans and previous pre-development certifications.

**D. Duties and Responsibilities of the Local Floodplain Administrator** - shall include, but not be limited to:

1. **Permit Review** - Review all development permits to assure that the requirements of this ordinance have been satisfied.
2. **Requirement of Federal and/or state permits** - Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C 1334.
3. **Watercourse alterations** –
  - a) Notify adjacent communities and the South Carolina Department of Natural Resources, Land, Water, and Conservation Division, State Coordinator for the National Flood Insurance Program, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
  - b) In addition to the notifications required watercourse alterations per Article III.D.3a, written reports of maintenance records must be maintained to show that maintenance has been provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained. This maintenance must consist of a comprehensive program of periodic inspections, and routine channel clearing and dredging, or other related functions. The assurance shall consist of a description of maintenance activities, frequency of performance, and the local official responsible for maintenance performance. Records shall be kept on file for FEMA inspection.
  - c) If the proposed project will modify the configuration of the watercourse, floodway, or base flood elevation for which a detailed Flood Insurance Study has been developed, the applicant shall apply for and must receive approval for a Conditional Letter of Map Revision with the Federal Emergency Management Agency prior to the start of construction.
  - d) Within 60 days of completion of an alteration of a watercourse, referenced in the certification requirements of Article III.C.2.d, the applicant shall submit as-built certification, by a registered professional engineer, to the Federal Emergency Management Agency.
4. **Floodway encroachments** - Prevent encroachments within floodways unless the certification and flood hazard reduction provisions of Article IV.B.5 are met.
5. **Adjoining Floodplains** - Cooperate with neighboring communities with respect to the management of adjoining floodplains and/or flood-related

erosion areas in order to prevent aggravation of existing hazards.

6. **Notifying Adjacent Communities** – Notify adjacent communities prior to permitting substantial commercial developments and large subdivisions to be undertaken in areas of special flood hazard and/or flood-related erosion hazards.
7. **Certification requirements** –
  - a) Obtain and review actual elevation (in relation to mean sea level) of the lowest floor of all new or substantially improved structures, in accordance with administrative procedures outlined in Article III.C.2.b or the coastal high hazard area requirements outlined in Article IV.F.5.
  - b) Obtain the actual elevation (in relation to mean sea level) to which the new or substantially improved structures have been flood proofed, in accordance with the flood proofing certification outlined in Article III.C.2.a.
  - c) When flood proofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the non-residential construction requirements outlined in Article IV.B.2.
  - d) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in the coastal high hazard area requirements outlined in Article IV.F.4, Article IV.F.6, and Article IV.F.8 of this ordinance.
8. **Map Interpretation** - Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
9. **Prevailing Authority** – Where a map boundary showing an area of special flood hazard and field elevations disagree, the base flood elevations for flood protection elevations (as found on an elevation profile, floodway data table, etc.) shall prevail. The correct information should be submitted to FEMA as per the map maintenance activity requirements outlined in Article IV.B.7.b.
10. **Use Of Best Available Data** - When base flood elevation data and floodway data has not been provided in accordance with Article I.D, obtain, review, and reasonably utilize best available base flood elevation data and floodway data available from a federal, state, or other source, including data developed pursuant to the standards for subdivision proposals outlined in Article IV.B.12, in order to administer the provisions of this ordinance. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data from a federal, state, or other source. Data must be developed



using hydraulic models meeting the minimum requirement of NFIP approved model. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.

11. **Special Flood hazard Area/topographic Boundaries Conflict** - When the exact location of boundaries of the areas special flood hazards conflict with the current, natural topography information at the site; the site information takes precedence when the lowest adjacent grade is at or above the BFE, the property owner may apply and be approved for a Letter of Map Amendment (LOMA) by FEMA. The local floodplain administrator in the permit file will maintain a copy of the Letter of Map Amendment issued from FEMA.
12. **On-Site inspections** - Make on-site inspections of projects in accordance with the administrative procedures outlined in Article III.E.1.
13. **Administrative Notices** - Serve notices of violations, issue stop-work orders, revoke permits and take corrective actions in accordance with the administrative procedures in Article III.E.
14. **Records Maintenance** - Maintain all records pertaining to the administration of this ordinance and make these records available for public inspection.
15. **Annexations and Detachments** - Notify the South Carolina Department of Natural Resources Land, Water and Conservation Division, State Coordinator for the National Flood Insurance Program within six (6) months, of any annexations or detachments that include special flood hazard areas.
16. **Federally Funded Development** - The President issued *Executive Order 11988, Floodplain Management May 1977*. E.O. 11988 directs federal agencies to assert a leadership role in reducing flood losses and losses to environmental values served by floodplains. Proposed developments must go through an eight-step review process. Evidence of compliance with the executive order must be submitted as part of the permit review process.
17. **Substantial Damage Determination** - Perform an assessment of damage from any origin to the structure using FEMA's Residential Substantial Damage Estimator (RSDE) software to determine if the damage equals or exceeds 50 percent of the market value of the structure before the damage occurred.
18. **Substantial Improvement Determinations** - Perform an assessment of permit applications for improvements or repairs to be made to a building or structure that equals or exceeds 50 percent of the market value of the structure before the start of construction. Cost of work counted for determining if and when substantial improvement to a structure occurs shall be cumulative for a period of five years. If the improvement project is conducted in phases, the total of all costs associated with each phase, beginning with the issuance of the first permit, shall be utilized to determine whether "substantial improvement" will occur.

*The market values shall be determined by one of the following*

*methods:*

- a) the current assessed building value as determined by the county's assessor's office or the value of an appraisal performed by a licensed appraiser at the expense of the owner within the past 6 months.
- b) one or more certified appraisals from a registered professional licensed appraiser in accordance with the laws of South Carolina. The appraisal shall indicate actual replacement value of the building or structure in its pre-improvement condition, *less the cost of site improvements and depreciation for functionality and obsolescence.*
- c) Real Estate purchase contract within 6 months prior to the date of the application for a permit.

#### **E. Administrative Procedures**

1. **Inspections of Work in Progress** - As the work pursuant to a permit progresses, the local floodplain administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the floodplain administrator has a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction at any reasonable hour for the purposes of inspection or other enforcement action.
2. **Stop-Work Orders** - Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the floodplain administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing the work. The stop-work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
3. **Revocation of Permits** - The local floodplain administrator may revoke and require the return of the development permit by notifying the permit holder in writing, stating the reason for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, or specifications; for refusal or failure to comply with the requirements of state or local laws; or for false statements or misrepresentations made in securing the permit. Any permit mistakenly issued in violation of an applicable state or local law may also be revoked.
4. **Periodic Inspections** - The local floodplain administrator and each member of his/her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.

5. **Violations to be Corrected** - When the local floodplain administrator finds violations of applicable state and local laws, it shall be his/her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law on the property he owns.
6. **Actions in Event of Failure to Take Corrective Action:** If the owner of a building or property shall fail to take prompt corrective action, the floodplain administrator shall give him written notice, by certified or registered mail to his last known address or by personal service, that:
  - a) the building or property is in violation of the Flood Damage Prevention Ordinance,
  - b) a hearing will be held before the local floodplain administrator at a designated place and time, not later than 10 days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and,
  - c) following the hearing, the local floodplain administrator may issue such order to alter, vacate, or demolish the building; or to remove fill as appears appropriate.
7. **Order to Take Corrective Action:** If, upon a hearing held pursuant to the notice prescribed above, the floodplain administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he/she shall make an order in writing to the owner, requiring the owner to remedy the violation within such period, not less than 60 days, the floodplain administrator may prescribe; provided that where the floodplain administrator finds that there is imminent danger to life or other property, he may order that corrective action be taken in such lesser period as may be feasible.
8. **Appeal:** Any owner who has received an order to take corrective action may appeal from the order to the local elected governing body by giving notice of appeal in writing to the floodplain administrator and the clerk within 10 days following issuance of the final order. In the absence of an appeal, the order of the floodplain administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
9. **Failure to Comply with Order:** If the owner of a building or property fails to comply with an order to take corrective action from which no appeal has been taken, or fails to comply with an order of the governing body following an appeal, he shall be guilty of a misdemeanor and shall be punished in the discretion of the court.
10. **Denial of Flood Insurance under the NFIP:** If a structure is declared in violation of this ordinance and after all other penalties are exhausted to

achieve compliance with this ordinance then the local floodplain administrator shall notify the Federal Emergency Management Agency (FEMA) to initiate a Section 1316 of the National Flood insurance Act of 1968 action against the structure upon the finding that the violator refuses to bring the violation into compliance with the ordinance. Once a violation has been remedied the local floodplain administrator shall notify FEMA of the remedy and ask that the Section 1316 be rescinded.

11. The following **documents** are incorporated by reference and may be used by the local floodplain administrator to provide further guidance and interpretation of this ordinance as found on FEMA's website at [www.fema.gov](http://www.fema.gov):

- a) FEMA 55 Coastal Construction Manual
- b) All FEMA Technical Bulletins
- c) All FEMA Floodplain Management Bulletins
- d) FEMA 348 Protecting Building Utilities from Flood Damage
- e) FEMA 499 Home Builder's Guide to Coastal Construction Technical Fact Sheets

#### Article IV. PROVISIONS FOR FLOOD HAZARD REDUCTION

##### A. General Standards

Development may not occur in the Special Flood Hazard Area (SFHA) where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the SFHA and that encroachments onto the SFHA are minimized. In all areas of special flood hazard the following provisions are required:

- 1. **Reasonably Safe from Flooding** - Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding
- 2. **Anchoring** - All new construction and substantial improvements shall be anchored to prevent flotation, collapse, and lateral movement of the structure.
- 3. **Flood Resistant Materials and Equipment** - All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency.
- 4. **Minimize Flood Damage** - All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages,

5. **Critical Development** - shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no data exists establishing the 500 year flood elevation or the highest known historical flood elevation, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates 500 year flood elevation data,
6. **Utilities** - Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of the base flood plus **one (1) foot**.
7. **Water Supply Systems** - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system,
8. **Sanitary Sewage Systems** - New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters, On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding,
9. **Gas Or Liquid Storage Tanks** - All gas or liquid storage tanks, either located above ground or buried, shall be anchored to prevent floatation and lateral movement resulting from hydrodynamic and hydrostatic loads.
10. **Alteration, Repair, Reconstruction, Or Improvements** - Any alteration, repair, reconstruction, or improvement to a structure that is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this ordinance. This includes post-FIRM development and structures.
11. **Non-Conforming Buildings or Uses** - Non-conforming buildings or uses may not be enlarged, replaced, or rebuilt unless such enlargement or reconstruction is accomplished in conformance with the provisions of this ordinance. Provided, however, nothing in this ordinance shall prevent the repair, reconstruction, or replacement of an existing building or structure located totally or partially within the floodway, provided that the bulk of the building or structure below base flood elevation in the floodway is not increased and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance,
12. **Non-Conversion Agreement** - A Non-Conversion Agreement must be recorded with the Register of Deeds for all new construction and substantial improvement (SI)/ substantial damage (SD) permits.
13. **American with Disabilities Act (ADA)** - A building must meet the specific standards for floodplain construction outlined in Article IV.B, as well as any applicable ADA requirements. The ADA is not justification for issuing a

variance or otherwise waiving these requirements. Also, the cost of improvements required to meet the ADA provisions shall be included in the costs of the improvements for calculating substantial improvement.

## **B. Specific Standards**

In all areas of special flood hazard ( Zones A, AE, AH, AO, A1-30, V, and VE) where base flood elevation data has been provided, as set forth in Article I.D or outlined in the Duties and Responsibilities of the local floodplain administrator Article III.D., the following provisions are required:

1. **Residential Construction** - New construction and substantial improvement of any residential structure (including manufactured homes) shall have the lowest floor elevated no lower than **one (1) foot** above the base flood elevation. No basements are permitted. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces, shall be provided in accordance with the elevated buildings requirements in Article IV B.4.
2. **Non-Residential Construction**
  - a) New construction and substantial improvement of any commercial, industrial, or non-residential structure (including manufactured homes) shall have the lowest floor elevated no lower than **one (1) foot** above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces, shall be provided in accordance with the elevated buildings requirements in Article IV B.4. No basements are permitted. Structures located in A-zones may be flood proofed in lieu of elevation provided that all areas of the structure below the required elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.
  - b) A registered, professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certifications shall be provided to the official as set forth in the flood proofing certification requirements in Article III.C.2.a. A variance may be considered for wet-flood proofing agricultural structures in accordance with the criteria outlined in Article V.E of this ordinance. Agricultural structures not meeting the criteria of Article V.E must meet the non-residential construction standards and all other applicable provisions of this ordinance. Structures that are flood proofed are required to have an approved maintenance plan with an annual exercise. The local floodplain administrator must approve the maintenance plan and notification of the annual exercise shall be provided to it.
3. **Manufactured Homes**
  - a) Manufactured homes that are placed or substantially improved on

sites outside a manufactured home park or subdivision, in a new manufactured home park or sub-division, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated no lower than **one (1) foot** above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- b) Manufactured homes that are to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are not subject to the provisions for residential construction in Article IV.B.1 of this ordinance must be elevated so that the lowest floor of the manufactured home is elevated no lower **one (1) foot** than above the base flood elevation, and be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement.
- c) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. For the purpose of this requirement, manufactured homes must be anchored to resist flotation, collapse, and lateral movement in accordance with Section 40-29-10 of the *South Carolina Manufactured Housing Board Regulations*, as amended. Additionally, when the elevation requirement would be met by an elevation of the chassis 36 inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above 36 inches in height an engineering certification is required.
- d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood-prone areas. This plan shall be filed with and approved by the local floodplain administrator and the local Emergency Preparedness Coordinator.

4. **Elevated Buildings** - New construction and substantial improvements of elevated buildings that include fully enclosed areas below the lowest floor that are usable solely for the parking of vehicles, building access, or limited storage in an area other than a basement, and which are subject to flooding shall be designed to preclude finished space and be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters.

- a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed all of the following minimum criteria:
  - (1) Provide a minimum of two openings on different walls having a *total net area* of not less than one square inch for every



square foot of enclosed area subject to flooding.

- (2) The bottom of each opening must be no more than **one (1) foot** above the higher of the interior or exterior grade immediately under the opening,
  - (3) Only the portions of openings that are below the base flood elevation (BFE) can be counted towards the required net open area.
  - (4) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
  - (5) Fill placed around foundation walls must be graded so that the grade inside the enclosed area is equal to or higher than the adjacent grade outside the building on at least one side of the building.
- b) Hazardous Velocities - Hydrodynamic pressure must be considered in the design of any foundation system where velocity waters or the potential for debris flow exists. If flood velocities are excessive (greater than 5 feet per second), foundation systems other than solid foundations walls should be considered so that obstructions to damaging flood flows are minimized.

c) Enclosures Below Lowest Floor

- (1) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator).
  - (2) The interior portion of such enclosed area shall not be finished **or shall be constructed of flood resistant materials**, must be void of utilities except for essential lighting as required for safety, and cannot be temperature controlled.
  - (3) One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in the specific standards outlined in Article IV.B.1, 2 and 3.
  - (4) All construction materials below the required lowest floor elevation specified in the specific standards outlined in Article IV.B 1, 2, 3 and 4 should be of flood resistant materials.
5. **Floodways** - Located within areas of special flood hazard established in Article I.D, are areas designated as floodways. The floodway is an extremely hazardous area due to the velocity of floodwaters that carry

debris and potential projectiles and has erosion potential. The following provisions shall apply within such areas:

- a) No encroachments, including fill, new construction, substantial improvements, additions, and other developments shall be permitted unless:
  - (1) It has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood. Such certification and technical data shall be presented to the local floodplain administrator.
  - (2) A Conditional Letter of Map revision (CLOMR) has been approved by FEMA. A Letter of Map Revision must be obtained upon completion of the proposed development.
- b) If Article IV.B.5a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article IV.
- c) No manufactured homes shall be permitted, except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and the elevation standards of Article IV B.3 and the encroachment standards of Article IV.B.5 (a) are met.
- d) Permissible uses within floodways may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also, lawns, gardens, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. Substantial development of a permissible use may require a no-impact certification. The uses listed in this subsection are permissible only if and to the extent that they do not cause any increase in base flood elevations or changes to the floodway configuration.

## **6. Recreational Vehicles**

- a) A recreational vehicle is ready for highway use if it is:
  - (1) on wheels or jacking system
  - (2) attached to the site only by quick-disconnect type utilities and security devices; and
  - (3) has no permanently attached additions
- b) Recreational vehicles placed on sites shall either be:

- (1) on site for fewer than 180 consecutive days; or
  - (2) be fully licensed and ready for highway use, or **Meet** the development permit and certification requirements of Article III.D, general standards outlined in Article IV.A, and manufactured homes standards in Article IV.B.3 and B.4.
- 7. **Map Maintenance Activities** – The National Flood Insurance Program (NFIP) requires flood data to be reviewed and approved by FEMA. This ensures that flood maps, studies and other data identified in Article I.D accurately represent flooding conditions so appropriate floodplain management criteria are based on current data. The following map maintenance activities are identified:
  - a) Requirement to Submit New Technical Data
    - (1) For all development proposals that impact floodway delineations or base flood elevations, the community shall ensure that technical or scientific data reflecting such changes be submitted to FEMA as soon as practicable , but no later than six months of the date such information becomes available. These development proposals include; but not limited to::
      - (a) Floodway encroachments that increase or decrease base flood elevations or alter floodway boundaries;
      - (b) Fill sites to be used for the placement of proposed structures where the applicant desires to remove the site from the special flood hazard area;
      - (c) Alteration of watercourses that result in a relocation or elimination of the special flood hazard area, including the placement of culverts; and
      - (d) Subdivision or large scale development proposals requiring the establishment of base flood elevations in accordance with Article IV.C.1.
    - (2) It is the responsibility of the applicant to have technical data, required in accordance with Article IV.B.7, prepared in a format required for a Conditional Letter of Map Revision or Letter of Map Revision, and submitted to FEMA. Submittal and processing fees for these map revisions shall also be the responsibility of the applicant.
    - (3) The local floodplain administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:
      - (a) Proposed floodway encroachments that increase the base flood elevation; and

- (b) Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.
- (4) Floodplain development permits issued by the local floodplain administrator shall be conditioned upon the applicant obtaining a Letter of Map Revision from FEMA for any development proposal subject to Article IV B.7.
- b) Right to Submit New Technical Data - The floodplain administrator may request changes to any of the information shown on an effective map that does not impact floodplain or floodway delineations or base flood elevations, such as labeling or plan metric details. Such a submission shall include appropriate supporting documentation made in writing by the local jurisdiction and may be submitted at any time.

## 8. Accessory Structures

- a) A detached accessory structure or garage, the cost of which is greater than \$5,000, must comply with the requirements as outlined in FEMA's Technical Bulletin 7-93 *Wet Flood proofing Requirements or be elevated in accordance with Article IV Section B (1) and B (4) or dry flood proofed in accordance with Article IV B (2)*.
- b) If accessory structures of \$5,000 or less are to be placed in the floodplain, the following criteria shall be met:
  - (1) Accessory structures shall not be used for any uses other than the parking of vehicles and storage,
  - (2) Accessory structures shall be designed to have low flood damage potential,
  - (3) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters,
  - (4) Accessory structures shall be firmly anchored to prevent flotation, collapse and lateral movement of the structure,
  - (5) Service facilities such as electrical and heating equipment shall be installed in accordance with Article IV.A.5,
  - (6) Openings to relieve hydrostatic pressure during a flood shall be provided below base flood elevation in conformance with Article IV.B.4a, and
  - (7) Accessory structures shall be built with flood resistance materials in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated 8/08, and available from the Federal Emergency Management Agency. Class 4 and 5 materials, referenced therein, are acceptable

flood-resistant materials.

9. **Swimming Pool Utility Equipment Rooms** - If the building cannot be built at or above the BFE, because of functionality of the equipment then a structure to house the utilities for the pool may be built below the BFE with the following provisions:

- a) Meet the requirements for accessory structures in Article IV.B.8
- b) The utilities must be anchored to prevent flotation and shall be designed to prevent water from entering or accumulating within the components during conditions of the base flood.

10. **Elevators**

- a) Install a float switch system or another system that provides the same level of safety necessary for all elevators where there is a potential for the elevator cab to descend below the BFE during a flood per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.
- b) All equipment that may have to be installed below the BFE such as counter weight roller guides, compensation cable and pulleys, and oil buffers for traction elevators and the jack assembly for a hydraulic elevator must be constructed using flood-resistant materials where possible per FEMA's Technical Bulletin 4-93 Elevator Installation for Buildings Located in Special Flood Hazard Areas.

11. **Fill** - An applicant shall demonstrate that fill is the only alternative to raising the building to meet the residential and non-residential construction requirements of Article IV B(1) or B (2), and that the amount of fill used will not affect the flood storage capacity or adversely affect adjacent properties. The following provisions shall apply to all fill placed in the special flood hazard area:

- a) Fill may not be placed in the floodway unless it is in accordance with the requirements in Article IV.B.5a.
- b) Fill may not be placed in tidal or non-tidal wetlands without the required state and federal permits.
- c) Fill must consist of soil and rock materials only. A registered professional geotechnical engineer may use dredged material as fill only upon certification of suitability. Landfills, rubble fills, dumps, and sanitary fills are not permitted in the floodplain.
- d) Fill used to support structures must comply with ASTM Standard D-698, and its suitability to support structures certified by a registered, professional engineer.
- e) Fill slopes shall be no greater than two horizontal to one vertical.

Flatter slopes may be required where velocities may result in erosion.

- f) The use of fill shall not increase flooding or cause drainage problems on neighboring properties.
- g) Fill may not be used for structural support in the coastal high hazard areas.
- h) Will meet the requirements of FEMA Technical Bulletin 10-01, *Ensuring That Structures Built on Fill in or Near Special Flood Hazard Areas Are Reasonable Safe from Flooding*.

## **12. Standards for Subdivision Proposals and other development**

- a) All subdivision proposals and other proposed new development shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.
- b) All subdivision proposals and other proposed new development shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- c) All subdivision proposals and other proposed new development shall have adequate drainage provided to reduce exposure to flood damage.
- d) The applicant shall meet the requirement to submit technical data to FEMA in Article IV B.7 when a hydrologic and hydraulic analysis is completed that generates base flood elevations.

**C. Standards for Streams without Established Base Flood Elevations and Floodways** - Located within the areas of special flood hazard (Zones A and V) established in Article I.D, are small streams where no base flood data has been provided and where no floodways have been identified. The following provisions apply within such areas:

- 1. In all areas of special flood hazard where base flood elevation data are not available, the applicant shall provide a hydrologic and hydraulic engineering analysis that generates base flood elevations for all subdivision proposals and other proposed developments containing at least 50 lots or 5 acres, whichever is less.
- 2. No encroachments, including fill, new construction, substantial improvements and new development shall be permitted within 100 feet of the stream bank unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- 3. If Article IV.C.1 is satisfied and base flood elevation data is available from other sources, all new construction and substantial improvements within

such areas shall comply with all applicable flood hazard ordinance provisions of Article IV and shall be elevated or flood proofed in accordance with elevations established in accordance with Article III.E.11.

4. Data from preliminary, draft, and final Flood Insurance Studies constitutes best available data. Refer to FEMA Floodplain Management Technical Bulletin 1-98 *Use of Flood Insurance Study (FIS) Data as Available Data*. If an appeal is pending on the study in accordance with 44 CFR Ch. 1, Part 67.5 and 67.6, the data does not have to be used.
5. When base flood elevation (BFE) data is not available from a federal, state, or other source one of the following methods may be used to determine a BFE. For further information regarding the methods for determining BFEs listed below, refer to FEMA's manual *Managing Floodplain Development in Approximate Zone A Areas*:

a) Contour Interpolation

- (1) Superimpose approximate Zone A boundaries onto a topographic map and estimate a BFE.
- (2) Add one-half of the contour interval of the topographic map that is used to the BFE.

- b) Data Extrapolation - A BFE can be determined if a site within 500 feet upstream of a reach of a stream reach for which a 100-year profile has been computed by detailed methods, and the floodplain and channel bottom slope characteristics are relatively similar to the downstream reaches. No hydraulic structures shall be present.
- c) Hydrologic and Hydraulic Calculations- Perform hydrologic and hydraulic calculations to determine BFEs using FEMA approved methods and software.

**D. Standards for Streams with Established Base Flood Elevations but without Floodways** - Along rivers and streams where Base Flood Elevation (BFE) data is provided but no floodway is identified for a Special Flood Hazard Area on the FIRM or in the FIS.

1. No encroachments including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

**E. Standards for Areas of Shallow Flooding (AO Zones)** - Located within the areas of special flood hazard established in Article 1.D, are areas designated as shallow flooding. The following provisions shall apply within such areas:



1. All new construction and substantial improvements of residential structures shall have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade.
2. All new construction and substantial improvements of non-residential structures shall:
  - a) Have the lowest floor elevated to at least as high as the depth number specified on the Flood Insurance Rate Map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor shall be elevated at least three (3) feet above the highest adjacent grade; or,
  - b) Be completely flood-proofed together with attendant utility and sanitary facilities to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required as stated in Article III.D.
3. All structures on slopes must have drainage paths around them to guide water away from the structures.

**F. Coastal High Hazard Areas (V-Zones)** Located within the areas of special flood hazard established in Article I.D or Article III.E.11 are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash. The following provisions shall apply within such areas:

1. All new construction and substantial improvements shall be located landward of the reach of mean high tide, first line of stable natural vegetation and comply with all applicable Department of Health and Environmental Control (DHEC) Ocean and Coastal Resource Management (OCRM) setback requirements.
2. All new construction and substantial improvements shall be elevated so that the bottom of the lowest supporting horizontal structural member (excluding pilings or columns) of the lowest floor is located no lower than one (1) foot above the base flood elevation.
3. All buildings or structures shall be securely anchored on pilings or columns, extending vertically below a grade of sufficient depth and the zone of potential scour, and securely anchored to the subsoil strata.
4. All pilings and columns and the attached structures shall be anchored to resist flotation, collapse, lateral movement and scour due to the effect of

wind and water loads acting simultaneously on all building components.

5. A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in Article IV Section F 3, 4, 6 and 9 of this ordinance.
6. There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, thereby rendering the building free of obstruction prior to generating excessive loading forces, ramping effects, or wave deflection. Only beach compatible sand may be used. The local floodplain administrator shall approve design plans for landscaping/ aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist that demonstrates that the following factors have been fully considered:
  - a) Particle composition of fill material does not have a tendency for excessive natural compaction,
  - b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
  - c) Slope of fill will not cause wave run-up or ramping.
7. There shall be no alteration of sand dunes that would increase potential flood damage.
8. All new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Breakaway wall enclosures shall not exceed 299 square feet. Only flood resistant materials shall be used below the required flood elevation specified in Article IV.B. One wet location switch and/or outlet connected to a ground fault interrupt breaker may be installed below the required lowest floor elevation specified in Article IV.B.

Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- a) Breakaway wall collapse shall result from water load less than that which would occur during the base flood.
- b) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water

loading shall be those values associated with the base flood. The wind loading values shall be those required by applicable IBC International Building Code.

c) Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation, finished or partitioned into multiple rooms, or temperature-controlled.

9. No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of Article IV.B.3.

10. Recreational vehicles shall be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article IV B.6 and the Temporary Structure provisions of Article IV F.11

11. Accessory structures, below the required lowest floor elevation specified in Article IV F.2, are prohibited except for the following:

a) Swimming Pools

- (1) They are installed at-grade or elevated so long as the pool will not act as an obstruction
- (2) They must be structurally independent of the building and its foundation.
- (3) They may be placed beneath a coastal building only if the top of the pool and any accompanying decking or walkway are flush with the existing grade and only if the lower area remains unenclosed.
- (4) As part of the certification process for V-zone buildings the design professional must consider the effects that any of these elements will have on the building in question and any nearby buildings.

b) Access Stairs Attached to or Beneath an Elevated Building:

- (1) Must be constructed of flood-resistant materials.
- (2) Must be constructed as open staircases so they do not block flow under the structure in accordance with Article IV.F.2.

c) Decks

- (1) If the deck is structurally attached to a building then the bottom of the lowest horizontal member must be at or above the elevation of the buildings lowest horizontal member.

- (2) If the deck is to be built below the BFE then it must be structurally independent of the main building and must not cause an obstruction.
  - (3) If an at-grade, structurally independent deck is proposed then a design professional must evaluate the design to determine if it will adversely affect the building and nearby buildings.
12. Parking areas should be located on a stable grade under or landward of a structure. Any parking surface shall consist of gravel or aggregate.
  13. Electrical, ventilation, plumbing, heating and air conditioning equipment (including ductwork), and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of base flood event plus **one (1) foot**. This requirement does not exclude the installation of outdoor faucets for shower heads, sinks, hoses, etc., as long as cut off devices and back flow prevention devices are installed to prevent contamination to the service components and thereby minimize any flood damages to the building. No utilities or components shall be attached to breakaway walls.

## Article V. VARIANCE PROCEDURES

- A. **Establishment of Appeal Board** – **The Building Code Board of Appeals as established by Georgetown County Council**, shall hear and decide requests for variances from the requirements of this ordinance.
- B. **Right to Appeal** - Any person aggrieved by the decision of the appeal board or any taxpayer may appeal such decision to the Court.
- C. **Historic Structures** - Variances may be issued for the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- D. **Functionally Dependent Uses** – Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exist, and the development is protected by methods that minimize flood damage and create no additional threat to public safety.
- E. **Agricultural Structures** - Variances may be issued to wet flood proof an agricultural structure provided it is used solely for agricultural purposes. In order to minimize flood damages during the base flood and the threat to public health and safety, the structure must meet all of the conditions and considerations of Article V.H, this section, and the following standards:
  1. Use of the structure must be limited to agricultural purposes as listed below:

- a) Pole frame buildings with open or closed sides used exclusively for the storage of farm machinery and equipment,
  - b) Steel grain bins and steel frame corncribs,
  - c) General-purpose barns for the temporary feeding of livestock that are open on at least one side;
  - d) For livestock confinement buildings, poultry houses, dairy operations, and similar livestock operations, variances may not be issued for structures that were substantially damaged. New construction or substantial improvement of such structures must meet the elevation requirements of Article IV.B.2 of this ordinance; and,
- 2. The agricultural structure must be built or rebuilt, in the case of an existing building that is substantially damaged, with flood-resistant materials for the exterior and interior building components and elements below the base flood elevation.
- 3. The agricultural structure must be adequately anchored to prevent flotation, collapse, or lateral movement. All of the structure's components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, hydrodynamic, and debris impact forces. Where flood velocities exceed 5 feet per second, fast-flowing floodwaters can exert considerable pressure on the building's enclosure walls or foundation walls.
- 4. The agricultural structure must meet the venting requirement of Article IV.B.4 of this ordinance.
- 5. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation (BFE), plus any required freeboard, or be contained within a watertight, flood proofed enclosure that is capable of resisting damage during flood conditions in accordance with Article IV.A.5 of this ordinance
- 6. The agricultural structure must comply with the floodway encroachment provisions of Article IV.B.5 of this ordinance.
- 7. Major equipment, machinery, or other contents must be protected. Such protection may include protective watertight flood proofed areas within the building, the use of equipment hoists for readily elevating contents, permanently elevating contents on pedestals or shelves above the base flood elevation, or determining that property owners can safely remove contents without risk to lives and that the contents will be located to a specified site out of the floodplain.

**F. Considerations** - In passing upon such applications, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this ordinance, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage, and the safety of access to the property in times of flood for ordinary and emergency vehicles;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
7. The compatibility of the proposed use with existing and anticipated development, and the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
8. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
9. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges; and
10. Agricultural structures must be located in wide, expansive floodplain areas, where no other alternative location for the agricultural structure exists. The applicant must demonstrate that the entire farm acreage, consisting of a contiguous parcel of land on which the structure is to be located, must be in the Special Flood Hazard Area and no other alternative locations for the structure are available.

**G. Findings** - Findings listed above shall be submitted to the appeal board, in writing, and included in the application for a variance. Additionally, comments from the Department of Natural Resources, Land, Water and Conservation Division, State Coordinator's Office, must be taken into account and included in the permit file.

**H. Floodways** - Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result unless a CLOMR is obtained prior to issuance of the variance. In order to ensure the project is built in compliance with the CLOMR for which the variance is granted the applicant must provide a bond for 100% of the cost to perform the development.

**I. Conditions** - Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of

variances as it deems necessary to further the purposes of this ordinance. The following conditions shall apply to all variances:

1. Variances may not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
2. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
3. Variances shall only be issued upon a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
4. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation (BFE) and the elevation to which the structure is to be built and a written statement that the cost of flood insurance will be commensurate with the increased risk. Such notification shall be maintained with a record of all variance actions.
5. The local floodplain administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency (FEMA) upon request.
6. Variances shall not be issued for unpermitted development or other development that is not in compliance with the provisions of this ordinance. Violations must be corrected in accordance with Article III.E.5 of this ordinance.

#### Article VI. **LEGAL STATUS PROVISIONS**

- A. Effect on Rights and Liabilities under the Existing Flood Damage Prevention Ordinance** - This Ordinance in part comes forward by re-enactment of some of the provisions of the flood damage prevention ordinance enacted **to be determined** and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued there under are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the flood damage prevention ordinance of Georgetown County enacted on **to be determined**, as amended, which are not reenacted herein, are repealed.
- B. Effect upon Outstanding Building Permits** - Nothing herein contained shall require any change in the plans, construction, size or designated use of any building, structure or part thereof for which a building permit has been granted by the Chief Building Inspector or his authorized agents before the time of passage of this ordinance; provided, however, that when start of construction has not occurred under such outstanding permit within a period of sixty (60) days subsequent to passage of this ordinance, construction or use shall be in conformity with the

provisions of this ordinance.

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

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

ATTEST:

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

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

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

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

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

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



**Item Number:** 12.c  
**Meeting Date:** 8/28/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

Ordinance No. 2018-25 - An amendment of Article XV, Administration, Enforcement, Complaints and Remedies, Section 1500 of the Zoning Ordinance to address enforcement of the ordinance.

To clearly establish that the department director, Director of Planning and Code Enforcement, has the authority to make decisions regarding the interpretation and enforcement of the Zoning Ordinance.

**CURRENT STATUS:**

The Zoning Ordinance states that the Zoning Administrator is responsible for the enforcement of the Ordinance. The Director of Planning and Code Enforcement, who indirectly supervises the Zoning Administrator, is not mentioned in the Zoning Ordinance.

**POINTS TO CONSIDER:**

1. Article XV, Section 1500 of the Zoning Ordinance states that the Zoning Administrator is responsible for the enforcement of the Zoning Ordinance. The proposed amendment is not intended to change that duty but does recognize that the department director, who the Zoning Administrator reports to, has the authority to make final decisions regarding enforcement of the ordinance.
2. No issues have arisen in the past that were not discussed and debated between the Zoning Administrator and the Director that were not agreed upon as a team approach. However, the way the ordinance is written creates a legal issue in some minds that the director has no role in zoning decisions.
3. The proposed amendment is intended to clearly state that it is included in the job duties of the department director that he or she is responsible for the enforcement of the Zoning Ordinance and may delegate such duties to the Zoning Administrator.
4. Staff recommended that Section 1500 of the Zoning Ordinance be amended as shown on the attached ordinance.
5. The Planning Commission held a public hearing on this issue at their July 19, 2019 meeting. No one came forward to speak. The Commission voted 6 to 0 to recommend approval for the proposed ordinance change.

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

1. Approve as recommended by PC.
2. Deny request.
3. Approve an amended request.

4. Defer action.
5. Remand to PC for further study.

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description		Type
▢	Ordinance No. 2018-25 Amendment to Zoning	Ordinance
	Ordinance regarding Enforcement Duties	

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2018-25

**AN ORDINANCE TO AMEND ARTICLE XV, ADMINISTRATION, ENFORCEMENT, COMPLAINTS AND REMEDIES, SECTION 1500, ADMINISTRATION AND ENFORCEMENT, OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED THAT ARTICLE XV, SECTION 1500, ADMINISTRATION AND ENFORCEMENT OF THE ZONING ORDINANCE OF GEORGETOWN COUNTY, SOUTH CAROLINA BE AMENDED TO READ AS FOLLOWS:**

1500. **Administration and Enforcement.** The Georgetown County Administrator shall delegate the administration and enforcement of the Zoning Ordinance to the Director of Planning and Code Enforcement. Such Director may designate a Zoning Administrator, however, the Director of Planning and Code Enforcement shall not divest him/herself of any of the powers and duties of the Zoning Administrator found within this ordinance.

If the Zoning Administrator shall find that any of the provisions of this ordinance are being violated, he or she shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. He or she shall order discontinuance of illegal uses of land, buildings or structures or of illegal additions, alterations, or structural changes, discontinuance of any illegal work being done; or shall take any other action authorized by this ordinance to ensure

**DONE, RATIFIED AND ADOPTED THIS 25th DAY OF SEPTEMBER, 2018**

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

ATTEST:

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

This Ordinance, No. 2018-25, has been reviewed by me and is hereby approved as to form and legality.

---

Wesley P. Bryant  
Georgetown County Attorney

First Reading: August 28, 2018  
Second Reading: September 11, 2018  
Third Reading: September 25, 2018

**Item Number:** 12.d  
**Meeting Date:** 8/28/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-26 - AN ORDINANCE REVISING AND AMENDING ORDINANCE 2013-08 PERTAINING TO REVENUES DERIVED FROM SUNDAY SALES OF ALCOHOLIC BEVERAGES WITHIN GEORGETOWN COUNTY

**CURRENT STATUS:**

Prior to 1997, Sunday Sales of alcoholic beverages was approved by the electorate in Georgetown County. Fees associated with the sales are collected by the Department of Revenue and remitted to the County.

**POINTS TO CONSIDER:**

Currently, remitted fees are designated into two separate funds, one for the Murrells Inlet area, and the other for the remaining areas within the county. Murrells Inlet fees account for almost 50% of the total fees remitted.

In 1997, Georgetown County Council adopted an ordinance authorizing the fees generated in the Murrells Inlet Community to be designated and spent within the same area upon approval by County Council.

**FINANCIAL IMPACT:**

Revenue collected from Sunday Sales Fees may only be spent in accordance with statutory authorizations.

**OPTIONS:**

1. Adopt Ordinance No. 2018-26.
2. Do not adopt Ordinance No. 2018-26.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Ordinance No. 2018-26 and continue practice that has been in place since 1997.

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance No. 2018-26 - An Ordinance to Amend Ordinance No. 2013-08 Pertaining to Sunday Sales	Ordinance

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

**ORDINANCE NO: 2018-26**

**AN ORDINANCE REVISING AND AMENDING ORDINANCE 2013-08 PERTAINING  
TO REVENUES DERIVED FROM SUNDAY SALES OF ALCOHOLIC BEVERAGES  
WITHIN GEORGETOWN COUNTY**

**WHEREAS**, pursuant to South Carolina Code of Laws §61-6-2010 and §61-4-120 (as amended), the electorate of Georgetown County have previously approved the sale of alcoholic beverages in Georgetown County on Sundays; and

**WHEREAS**, the statutes provide for payment of a processing fee and a daily permit fee for each day for which a permit is approved; and

**WHEREAS**, such statutes provide that the monies collected be remitted to the County in which the retailer who paid the fee is located; and

**WHEREAS**, the statutes provide that the money so remitted be used for specific purposes enumerated in S. C. Code §61-6-2010; and

**WHEREAS**, the Georgetown County Council, by ordinance, has previously approved the Sunday sales fees be directed and spent without the Murrells Inlet Community area; and

**WHEREAS**, after due consideration Georgetown County Council has determined that the permit fees generated in the Murrells Inlet community of Georgetown County be spend solely within said community for the purposes enumerated in §61-6-2010.

**NOW, THEREFORE, BE IT ORDAINED, RESOLVED, AND DECREED AS FOLLOWS:**

**a.** The area of Georgetown County described generally as bounded on the north by the Horry County line, east by the salt creek, south by a line running east to west from the Waccamaw River to the salt creek parallel to the Horry County line and bisecting the intersection of Highway 17 Business and Highway 17 Bypass on the southside of the Murrells Inlet Community and on the west by all properties fronting on U. S. Highway 17 Bypass shall be the area subject to this ordinance;

**b.** All Sunday sales permit fees generated from any business establishments located within the above described geographical area shall be returned by Georgetown County to be spent within this area for improvements and the other purposes enumerated in §61-6-2010; and

**c.** The monies shall be directed to be spent by the Georgetown County Council; and

**d.** All Sunday sales permit monies collected from the above described geographical area shall be paid into a separate county fund earmarked for Murrells Inlet Revitalization and held therein until spent under the provision of Paragraphs “b” and “c” above.

**e.** This ordinance shall automatically terminate on June 30, 2023 unless renewed or amended by Georgetown County Council prior to termination.

**f.** This ordinance shall retroactively take effect on July 1, 2018.

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

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

ATTEST:

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

This Ordinance, No. 2018-26, 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.e  
**Meeting Date:** 8/28/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

ORDINANCE No. 2018-27 - AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE PROPERTY, OWNED BY GEORGETOWN COUNTY, AND LOCATED AT 605 ½ CHURCH STREET IN GEORGETOWN COUNTY, SOUTH CAROLINA, TO GEORGETOWN COUNTY ALANO CLUB

**CURRENT STATUS:**

Request for renewal of existing agreement

**POINTS TO CONSIDER:**

1. Georgetown County Alano Club owns the building at 605 ½ Church Street, which is located on property owned by Georgetown County. An existing agreement between Georgetown County and the Georgetown Alano Club will expire at the end of September.
2. Georgetown County Alcoholics Anonymous (AA) has been meeting at this location for more than 40 year.
3. On October 11, 1999, the American Legion Post 14 sold the building to Georgetown AA Chapter for use as a meeting place. There are several meetings per week in the facility.
4. The traditions and bylaws did not allow for the group to own property, and the Georgetown County Alano Club was formed as a corporation to take possession of the property on May 18, 2000.
5. In September 2008, Georgetown County entered into a lease agreement with the organization for use of the property, waiving any and all applicable fees. This was based upon years of service to the community as well as the continued relationship between agencies such as Georgetown County Alcohol and Drug Abuse Commission, Probation and Parole, and the Pre-trial Intervention Program offered by the Solicitor's Office.
6. The Alano Club has requested renewal of the lease for use of this property.

**FINANCIAL IMPACT:**

Georgetown County does not pay any maintenance for utilities for this building.

**OPTIONS:**

1. Approve formal lease agreement with the Georgetown County Alano Club with renewal of existing lease terms.
2. Refuse request for renewal of current lease agreement.

**STAFF RECOMMENDATIONS:**



Approve Ordinance No. 2018-27 authorizing renewal of existing property lease agreement with the Georgetown County Alano Club.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 2018-28 Property Lease Alano Club	Ordinance

STATE OF SOUTH CAROLINA )

)

ORDINANCE NO: 2018-27

COUNTY OF GEORGETOWN )

**AN ORDINANCE TO AUTHORIZE GEORGETOWN COUNTY TO LEASE PROPERTY, OWNED BY  
GEORGETOWN COUNTY, AND LOCATED AT 605 ½ CHURCH STREET IN GEORGETOWN  
COUNTY, SOUTH CAROLINA, TO GEORGETOWN COUNTY ALANO CLUB**

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

**WHEREAS**, Georgetown County owns certain real estate situate in Tax District No. 05, of  
Georgetown County; and,

**WHEREAS**, the Georgetown County Alano Club, hereinafter referred to as "Lessee" is  
desirous of leasing property located at 605 ½ Church Street, Georgetown, South Carolina; and,

**WHEREAS**, Georgetown County Council has determined that the County has no proposed  
use for this property at the immediate time and it is in the best interest of the taxpayers and  
citizens of said County that the County enter into a lease agreement with the Lessee for a one (1)  
year rental period with the option to renew for four (4) successive, one year period.

**WHEREAS**, a public hearing on said lease agreement was held \_\_\_\_\_.

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

**AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL:**

That the following described property referred to in the Lease Agreement as Exhibit A shall  
be leased unto the Georgetown County Alano Club.

Should any word, phrase, clause or provision of this ordinance be declared invalid or  
unconstitutional by a court of competent jurisdiction, such declaration shall not affect this

ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

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

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

**DONE, RATIFIED AND ADOPTED THIS 25<sup>th</sup> DAY OF SEPTEMBER, 2018.**

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

(Seal)

ATTEST:

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

This Ordinance, No. 2018-27, has been reviewed by me and is hereby approved as to form and legality.

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

First Reading: August 28, 2018

Second Reading: September 11, 2018

Third Reading: September 25, 2018

**Item Number:** 12.f  
**Meeting Date:** 8/28/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-28 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (BUCKSPORT MARINE INDUSTRIAL PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF *AD VALOREM* TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

**CURRENT STATUS:**

Georgetown County is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks.

**POINTS TO CONSIDER:**

The use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

It is the purpose of Ordinance No. 2018-28 to authorize and approve a multi-county park agreement with Horry County for approximately 47.91 acres located in Horry County known and identified as the Bucksport Marine Industrial Park, all as more fully described in Exhibit A to the multi-county park agreement.

By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement.

The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

**OPTIONS:**

1. Adopt Ordinance No. 2018-28.
2. Do not adopt Ordinance No. 2018-28.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Ordinance No. 2018-28 to authorize and approve a multi-county park agreement with Horry County for approximately 47.91 acres located in Horry County known and identified as the Bucksport Marine Industrial Park.

**ATTACHMENTS:**

Description	Type
▣ Ordinance No 2018-28 To Authorize a MCIP Bucksport	Ordinance
▣ MCIP Agreement with Horry County - Bucksport	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2018-28

AN ORDINANCE

**TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (BUCKSPORT MARINE INDUSTRIAL PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF *AD VALOREM* TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.**

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

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

(1) the County is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (“multi-county parks”); and

(2) the use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

B. It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Horry County for approximately 47.91 acres located in Horry County known and identified as the Bucksport Marine Industrial Park, all as more fully described in Exhibit A to the multi-county park agreement (the “Park”).

Section 2. Approval of Park Agreement.

The County Administrator is authorized, empowered and directed, in the name of and on behalf of Georgetown County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Horry County (the “Agreement”). The Clerk to Council is authorized to attest the execution of the Agreement by the County Administrator. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the County Administrator determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Agreement.

Section 3. Imposition of Fee In Lieu of Tax.

The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the

Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4.      Applicable Ordinances and Regulations.

The ordinances and regulations of Horry County concerning zoning, health and safety, and building code requirements apply to the Park properties in Horry County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Georgetown County concerning zoning, health and safety, and building code requirements apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5.      Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Horry County is vested with the Horry County Police Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Georgetown County is vested with the Sheriff's Office of Georgetown County. If any of the Park properties located in either Horry County or Georgetown County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6.      Distribution of Revenues.

A.      Revenues generated from industries or businesses located in the Georgetown County portion of the Park to be retained by Georgetown County shall be distributed within Georgetown County in accordance with this subsection.

(1) first, unless the County elects to pay or credit the same from only those revenues which the County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by the County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended, payable in whole or in part by or from revenues generated from the property;

(2) second, at the option of the County, to reimburse the County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the industries and businesses located therein; and

(3) third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

B. Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

C. Revenues generated from industries or businesses located in the Horry County portion of the Park shall be retained by Georgetown County for its use.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained in the Georgetown County Code or other County ordinances and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 9. Effective Date.

This ordinance is effective upon third reading.

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

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

ATTEST:

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

This Ordinance, No. 2018-\_\_, 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:



**Exhibit A to Ordinance No. 2018-\_\_**

**Agreement for the Development  
of a  
Joint Industrial and Business Park  
(Horry County and Georgetown County)**

**Bucksport Marine Industrial Park**

See attached.

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STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF HORRY )  
COUNTY OF GEORGETOWN )

AGREEMENT FOR THE DEVELOPMENT  
OF A JOINT INDUSTRIAL  
AND BUSINESS PARK

---

This multi-county park agreement applies to approximately 47.91 acres in Horry County known as the Bucksport Marine Industrial Park, all as more fully described in Exhibit A (Horry) to this Agreement.

This multi-county park agreement applies to the following properties in Georgetown County: none.

More specific information on the properties may be found in the body of this agreement and in the exhibits.

---

This AGREEMENT for the development of a joint industrial and business park to be located initially within Horry County is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Horry County and Georgetown County.

**RECITALS:**

WHEREAS, Horry County, South Carolina (“Horry County”) and Georgetown County, South Carolina (“Georgetown County”), are contiguous counties which, pursuant to Ordinance No. 2018-\_\_\_\_, adopted by the Georgetown County Council on \_\_\_\_\_, 2018, and Ordinance 76-18, adopted by Horry County Council on \_\_\_\_\_, 2018 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established, initially in Horry County, a Joint County Industrial and Business Park (the “Park”), to be located upon the property described in Exhibit A (Horry) hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the 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 are 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 is binding on Georgetown County and Horry County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”) satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Horry County, as further identified in Exhibit A (Horry) to this Agreement. As of the date of this Agreement, no properties are located in Georgetown County, as further identified in Exhibit B (Georgetown) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Horry) or Exhibit B (Georgetown), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of the Horry County Council and Georgetown County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the Georgetown County Council and by the Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by the Horry County Council and by the Georgetown County Council. Notice of such public hearings shall be published in newspapers of general circulation in Horry County and Georgetown County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be provided at least fifteen (15) days prior to such public hearing upon the owner and, if applicable and known, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Horry County and Georgetown County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Horry County or Georgetown County incurs such expenses and costs, in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	100%
(2)	Georgetown County	0%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	0%
(2)	Georgetown County	100%

6. Allocation of Revenues. Georgetown County and Horry County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	99%
(2)	Georgetown County	1%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	1%
(2)	Georgetown County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of *ad valorem* property taxes shall be distributed to Horry County and to Georgetown County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Georgetown County or Horry County by way of fees in lieu of taxes generated within its own County (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any

fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Georgetown County by way of fees in lieu of taxes generated within Horry County shall be distributed solely to Georgetown County. Revenues allocated to Horry County by way of fees in lieu of taxes generated within Georgetown County shall be distributed solely to Horry County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Horry County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Horry County portion of the Park and the terms of such agreements shall be at the sole discretion of Horry County. It is further agreed that entry by Georgetown County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Georgetown County portion of the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Horry County and Georgetown County agree that this Agreement terminates on December 31, 2068.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found.

GEORGETOWN COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Sel Hemingway, County Administrator

ATTEST:

DATE:\_\_\_\_\_

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

HORRY COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

HORRY COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Chris Eldridge, County Administrator

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

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**EXHIBIT A (Horry)**

**Horry County Properties**

The following property located in Horry County is included in the Bucksport Marine Industrial Park Multi-County Park:

All and Singular, all those pieces, parcels or tracts of land lying, being and situate in Bucks Township, Horry County, South Carolina designated as Parcel 1 containing 19.25 acres (+/-), Parcel 2 containing 14.36 acres (+/-) and Parcel 3 containing 14.30 acres (+/-) and more fully shown and described on a “Subdivision Plat of 47.91 AC. +/- for Bucksport Marine Park Phase 1” prepared for Grand Strand Water & Sewer Authority by Thomas & Hutton on November 22, 2017 and recorded January 24, 2018 in Plat Book 279, at Page 129, office of the Register of Deeds for Horry County, South Carolina (the “Plat”), said Plat being made a part and parcel hereof by reference thereto.

This is a portion of the property conveyed to Grand Strand Water & Sewer Authority by the following: (A) deed from E.A. Dorman, et al recorded in Deed Book 1298, at Page 606; and (B) deed from Weaver Five, LLC recorded in Deed Book 3447, at Page 1344.

PIN Nos. 451-00-00-0007 (19.25 acres), 451-00-00-0008 (14.36 acres), and 451-00-0009 (14.3 acres).



**EXHIBIT B (Georgetown)**

**Georgetown County Properties**

NONE.

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**Item Number:** 12.g  
**Meeting Date:** 8/28/2018  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDER CONSIDERATION:**

ORDINANCE NO. 2018-29 - AN ORDINANCE TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (ASCOT VALLEY COMMERCE PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF *AD VALOREM* TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.

**CURRENT STATUS:**

Georgetown County is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks.

**POINTS TO CONSIDER:**

The use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

It is the purpose of Ordinance 2018-29 to authorize and approve a multi-county park agreement with Horry County for approximately 117.09 acres located in Horry County known and identified as the Ascot Valley Commerce Park, all as more fully described in Exhibit A to the multi-county park agreement.

By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement.

**OPTIONS:**

1. Adopt Ordinance No. 2018-29.
2. Do not adopt Ordinance No. 2018-29.

**STAFF RECOMMENDATIONS:**

Recommendation for the adoption of Ordinance No. 2018-29 to authorize and approve a multi-county park agreement with Horry County for approximately 117.09 acres located in Horry County known and identified as the Ascot Valley Commerce Park.

**ATTACHMENTS:**

Description		Type
▣	Ordinance No. 2018-29 To Authorize MCP Ascot Valley	Ordinance
▣	Ascot Valley MCP Agreement	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2018-29

AN ORDINANCE

**TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN GEORGETOWN COUNTY AND HORRY COUNTY WITH PROPERTY LOCATED IN HORRY COUNTY (ASCOT VALLEY COMMERCE PARK); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF *AD VALOREM* TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN THE COUNTY.**

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

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

(1) the County is authorized by article VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (“multi-county parks”); and

(2) the use of multi-county parks is important in attracting and encouraging the investment of capital and the creation of new jobs in the County.

B. It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Horry County for approximately 117.09 acres located in Horry County known and identified as the Ascot Valley Commerce Park, all as more fully described in Exhibit A to the multi-county park agreement (the “Park”).

Section 2. Approval of Park Agreement.

The County Administrator is authorized, empowered and directed, in the name of and on behalf of Georgetown County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Horry County (the “Agreement”). The Clerk to Council is authorized to attest the execution of the Agreement by the County Administrator. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the County Administrator determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Agreement.

Section 3. Imposition of Fee In Lieu of Tax.

The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Agreement. With respect to properties located in the Horry County portion of the

Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Horry County. That portion of the fee allocated pursuant to the Agreement to Georgetown County shall be thereafter paid by the Treasurer of Horry County to the Treasurer of Georgetown County within ten (10) business days of receipt for distribution in accordance with the Agreement. With respect to properties located in the Georgetown County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Agreement to Horry County shall thereafter be paid by the Treasurer of Georgetown County to the Treasurer of Horry County within ten (10) business days of receipt for distribution in accordance with the Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4.      Applicable Ordinances and Regulations.

The ordinances and regulations of Horry County concerning zoning, health and safety, and building code requirements apply to the Park properties in Horry County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply. The ordinances and regulations of Georgetown County concerning zoning, health and safety, and building code requirements apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5.      Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Horry County is vested with the Horry County Police Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Georgetown County is vested with the Sheriff's Office of Georgetown County. If any of the Park properties located in either Horry County or Georgetown County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6.      Distribution of Revenues.

A.      Revenues generated from industries or businesses located in the Georgetown County portion of the Park to be retained by Georgetown County shall be distributed within Georgetown County in accordance with this subsection.

(1) first, unless the County elects to pay or credit the same from only those revenues which the County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by the County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended, payable in whole or in part by or from revenues generated from the property;

(2) second, at the option of the County, to reimburse the County for any expenses incurred by it in the development, operation, maintenance and promotion of the Park or the industries and businesses located therein; and

(3) third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

B. Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

C. Revenues generated from industries or businesses located in the Horry County portion of the Park shall be retained by Georgetown County for its use.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained in the Georgetown County Code or other County ordinances and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 9. Effective Date.

This ordinance is effective upon third reading.

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

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

ATTEST:

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

This Ordinance, No. 2018-\_\_, 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:

**Exhibit A to Ordinance No. 2018-\_\_**

**Agreement for the Development  
of a  
Joint Industrial and Business Park  
(Horry County and Georgetown County)**

**Ascot Valley Commerce Park**

See attached.

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STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
COUNTY OF HORRY )  
COUNTY OF GEORGETOWN )

AGREEMENT FOR THE DEVELOPMENT  
OF A JOINT INDUSTRIAL  
AND BUSINESS PARK

---

This multi-county park agreement applies to one (1) parcel in Horry County located in the Ascot Valley Commerce Park, all as more fully described in Exhibit A (Horry) to this Agreement.

This multi-county park agreement applies to the following properties in Georgetown County: none.

More specific information on the properties may be found in the body of this agreement and in the exhibits.

---

This AGREEMENT for the development of a joint industrial and business park to be located initially within Horry County is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Horry County and Georgetown County.

**RECITALS:**

WHEREAS, Horry County, South Carolina (“Horry County”) and Georgetown County, South Carolina (“Georgetown County”), are contiguous counties which, pursuant to Ordinance No. 2018-\_\_\_\_, adopted by the Georgetown County Council on \_\_\_\_\_, 2018, and Ordinance 77-18, adopted by Horry County Council on \_\_\_\_\_, 2018 (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established, initially in Horry County, a Joint County Industrial and Business Park (the “Park”), to be located upon the property described in Exhibit A (Horry) hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the 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 are 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 is binding on Georgetown County and Horry County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”) satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Horry County, as further identified in Exhibit A (Horry) to this Agreement. As of the date of this Agreement, no properties are located in Georgetown County, as further identified in Exhibit B (Georgetown) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Horry) or Exhibit B (Georgetown), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of the Horry County Council and Georgetown County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the Georgetown County Council and by the Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by the Horry County Council and by the Georgetown County Council. Notice of such public hearings shall be published in newspapers of general circulation in Horry County and Georgetown County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be provided at least fifteen (15) days prior to such public hearing upon the owner and, if applicable and known, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Horry County and Georgetown County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Horry County or Georgetown County incurs such expenses and costs, in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	100%
(2)	Georgetown County	0%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	0%
(2)	Georgetown County	100%

6. Allocation of Revenues. Georgetown County and Horry County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

If property is in the Horry County portion of the Park:

(1)	Horry County	99%
(2)	Georgetown County	1%

If property is in the Georgetown County portion of the Park:

(1)	Horry County	1%
(2)	Georgetown County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of *ad valorem* property taxes shall be distributed to Horry County and to Georgetown County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Georgetown County or Horry County by way of fees in lieu of taxes generated within its own County (the “Host County”), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any

fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Georgetown County by way of fees in lieu of taxes generated within Horry County shall be distributed solely to Georgetown County. Revenues allocated to Horry County by way of fees in lieu of taxes generated within Georgetown County shall be distributed solely to Horry County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Horry County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time (“Negotiated Fee-in-Lieu of Tax Agreements”), with respect to property located within the Horry County portion of the Park and the terms of such agreements shall be at the sole discretion of Horry County. It is further agreed that entry by Georgetown County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Georgetown County portion of the Park and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Horry County and Georgetown County agree that this Agreement terminates on December 31, 2068.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found.

GEORGETOWN COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Sel Hemingway, County Administrator

ATTEST:

DATE:\_\_\_\_\_

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

HORRY COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

HORRY COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Chris Eldridge, County Administrator

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Patricia S. Hartley, Clerk to Council

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**EXHIBIT A**

**Horry County Properties**

The following parcels located in the Ascot Valley Commerce Park are included in the multi-county park and are identified by the parcel identification number (PIN) used by the Horry County Assessor's Office, the Tax Map Submap number (TMS), the owner, and, if available, acreage:

1. PIN: 249-00-00-0047 (TMS: 084-00-02-057), property of South Carolina Public Service Authority, 117.09± acres.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**EXHIBIT B**

**Georgetown County Properties**

NONE.

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Item Number: 15.a  
Meeting Date: 8/28/2018  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Recognition - Georgetown County Photo Contest Winners

Presentation of winners of the county's most recent photo contest, which focused on Georgetown County street scenes.

**CURRENT STATUS:**

Georgetown County held a photo contest asking photographers to submit photos of scenic streets views in Georgetown County. Winners have been declared.

**POINTS TO CONSIDER:**

Georgetown County was host to a photo contest this summer that asked photographers to send in pictures of scenic street views within Georgetown County.

It received nearly 40 entries and drew new interest, attracting residents who had not previously entered one of our contests. One winner was selected by a panel of county staff, and one winner was selected by popular vote via the county's Facebook page.

The contest received many excellent entries and deciding on just two winners was very difficult.

Deb Smith won the popular vote contest with her photo of a foggy morning on East Bay Street.

The Judge's pick was a photo by Wes Revels featuring a well known structure in the historic district.

The purpose of county photo contests is to engage the public and draw attention to the history, natural beauty, environmental diversity and recreational opportunities available in Georgetown County.

The contest was open to photographers at all levels of experience. All entries can be found on the county's Facebook page. The winning photos will be put on display in one of our county facilities. Winning photographers will receive prizes.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

This report is for information only and no action is required by Council.

**STAFF RECOMMENDATIONS:**

This report is for information only and no action is required by Council.



**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Deb Smith photo	Exhibit
<input type="checkbox"/>	Wes Revels photo	Exhibit









**Item Number:** 15.b  
**Meeting Date:** 8/28/2018  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Recognition - Georgetown County Employee of the Quarter

Presentation of Yvonne Jordan as Employee of the Quarter for the second quarter of 2018.

**CURRENT STATUS:**

Yvonne Jordan, senior accounting clerk in the Treasurer's Office, has been named Georgetown County's Employee of the Quarter for the second quarter of this year. She has been employed with the county for five years.

**POINTS TO CONSIDER:**

The Employee of the Quarter Award was designed to recognize full- and part-time employees at non-managerial levels in all county departments.

Yvonne Jordan was nominated for this award by Treasurer Allison Peteet for excellence on the job. As a senior accounting clerk, Yvonne's duties include handling accounts for monies collected from taxpayers for real and personal property taxes. She also reconciles bank accounts monthly and the office general ledger daily, prepares weekly and monthly financial reports to submit to the state Treasurer, and works closely with taxpayers and the staff in the Auditor's Office.

In her nomination letter, the Treasurer said Yvonne has impressed her from the start with her enthusiasm, communication skills and professional demeanor. When Yvonne joined the county team, the Treasurer was employed in the Auditor's Office and worked closely with Yvonne, allowing for multiple perspectives on Yvonne's job performance.

Yvonne has a reputation as a reliable and dedicated team player. She has a knack for helping frustrated taxpayers. Additionally, she is always willing to go above and beyond, which results in her exceeding taxpayer's expectations. Yvonne also multi-tasks effectively and consistently meets her weekly and monthly goals with accuracy. She embraces change, and is able to perform her job successfully with minimal supervision.

Her coworkers appreciate her, because she is always willing to help out if someone falls behind, is out sick or is away on vacation.

Yvonne also serves on the county's Morale Committee, and has been the Treasurer's Office's volunteer representative for the countywide United Way campaign.

As a dedicated employee for five years, Yvonne has proven herself to be a great asset to the county.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

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

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
□ Nomination form	Backup Material



## EMPLOYEE OF THE QUARTER NOMINATION FORM

Employee's name: Yvonne Jordan

Job title: Senior Accounting Clerk

Department/Division: Treasurer's Office

Number of Years Employed With County: 5 years

List all positions held within County:

Senior Accounting Clerk

What does this employee's current job description entail?

Accounts for monies collected from taxpayers for real and personal property taxes, reconciles bank accounts monthly and office general ledger accounts daily, prepares weekly and monthly financial reports to submit to the State Treasurer, works closely with the taxpayers and the Auditor's Office staff.

On an attached sheet and using specific examples, please explain why this employee should be named Employee of the Quarter. This narrative should be no more than one page in length and may include but is not limited to:

- Goals/objectives the employee has completed, especially in the last quarter;
- Committees served on and/or volunteer service to the county;
- Ways the employee has demonstrated initiative and enthusiasm at work;
- Certifications, licenses, etc.;
- Details about the quality of the employees work, knowledge of the job and department;
- Details about how the employee interacts with others, including customers and co-workers.

Allison Suppel Petest  
Director's Signature

9/27/2017  
Date



# Allison Sippel Peteet

Georgetown County  
Treasurer & Tax Collector

## Employee of the Quarter

September 27, 2017

It is my great pleasure to nominate Ms. Yvonne Jordan for Employee of the Quarter.

Ms. Jordan impressed me with her enthusiasm, communication skills and professional demeanor when I met her 5 years ago. At the time, I worked in the Auditor's Office, and worked very closely with Ms. Jordan on processing refunds to taxpayers. During the last few months, since I started in the Treasurer's Office, Ms. Jordan has consistently demonstrated all these qualities and more.

Ms. Jordan is a reliable and dedicated team player. Her ability to deal with frustrated taxpayers is uncanny. Her willingness to go "above and beyond" often results in her exceeding the taxpayers expectations. Ms. Jordan has the ability to multitask effectively, she consistently meets her weekly and monthly goals with accuracy, she embraces change, and has the ability to work with minimal supervision.

Ms. Jordan is always willing to help out her fellow co-workers if they fall behind, are out sick, or on vacation. She will be the first to say "just go, I will finish this for you."

Yvonne recently stepped up to be our office volunteer representative for the Morale Committee. She has also been the office volunteer representative for the United Way Campaign in past years.

As a dedicated employee of Georgetown County for 5 years, Yvonne Jordan has proven herself to be a great asset. She is certainly the Employee of the Quarter in the Treasurer's Office and deserves to be Employee of the Quarter for the County.

If you have any questions, I can be reached at 843-545-3295.

Respectfully yours,

A handwritten signature in blue ink that reads "Allison Sippel Peteet".

Allison Sippel Peteet

129 Screven Street, Georgetown, South Carolina 29440 / PO Box 421270, Georgetown, South Carolina 29442

Office (843)545-3098 / Fax (843)545-3295 / [apeteet@gtcounty.org](mailto:apeteet@gtcounty.org) / [www.gtcounty.org](http://www.gtcounty.org)

Item Number: 15.c  
Meeting Date: 8/28/2018  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Recognition - Charity Cook-off Winners and presentation of checks to charities

The Georgetown County Morale Committee hosted a Pileau Cook-off and Ice Cream Churning contest. Proceeds from the event are being donated to charity.

**CURRENT STATUS:**

Winners of the contest have selected the charities to which they wish to have the proceeds from the event directed. The donations will be presented to representatives from those charities, and those representatives will give a brief presentation on the work their charities do in our community.

**POINTS TO CONSIDER:**

About a dozen Georgetown County employees donated their time and culinary talents last month to participate in the Georgetown County Morale Committee's second annual Pileau Cook-Off and Ice Cream Churning Contest. Other employees were invited to purchase tickets to sample the entries and vote for their favorites during their lunch breaks. Proceeds from the event are split between the winners of each division, who choose a charity to donate their half to. The event raised \$400.

This year's Pileau Cooking Champion is County Administrator Sel Hemingway, who selected Saint Frances Animal Center as his charity. The Ice Cream Churning Champion is Sharon Moultrie of the Public Services Department, who made Very Berry ice cream. She selected Smith Medical Clinic as her charity.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

No action by council is required.

**STAFF RECOMMENDATIONS:**

No action by council is required.

**ATTORNEY REVIEW:**

No



Item Number: 15.d  
Meeting Date: 8/28/2018  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDER CONSIDERATION:**

Georgetown County has received the highest form of recognition available in the area of governmental accounting and financial reporting.

**CURRENT STATUS:**

This prestigious award will be officially presented before council and then announced to the public.

**POINTS TO CONSIDER:**

The county's Finance staff was presented with the international Certificate of Achievement for Excellence in Financial Reporting.

The award was presented by the Government Finance Officers Association of the United States and Canada for the county's most recent comprehensive annual financial report.

The attainment represents a significant accomplishment by a government and its management, association officials said in presenting the award.

The report submitted by the county was judged to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report, according to the association.

The report may be viewed online at [www.gtcounty.org/finance/FinancialStatements.html](http://www.gtcounty.org/finance/FinancialStatements.html)

**FINANCIAL IMPACT:**

None

**OPTIONS:**

This item is presented for information only.

**STAFF RECOMMENDATIONS:**

This item is presented for information only.

**ATTORNEY REVIEW:**

No

Item Number: 15.e  
Meeting Date: 8/28/2018  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDER CONSIDERATION:**

Approval of FY2019 Memorandum of Understanding with Georgetown County Chamber of Commerce as designated agency for promotion of tourism

**CURRENT STATUS:**

SC Code 6-4-10 (3) dictates that counties collecting more than fifty thousand dollars of accommodations tax must allocate thirty percent of state accommodations tax distributions for advertising and promotion of tourism.

This section of the SC Code also directs that counties select one or more agencies to manage and direct the expenditure of these tourism promotion funds. The organization must submit a budget to the county for approval of planned expenditures.

**POINTS TO CONSIDER:**

The proposed Memorandum of Understanding with the Georgetown County Chamber of Commerce for FY2019. The MOU outlines the responsibilities and level of support to be provided by the Chamber of Commerce in the role of the County's Designated Tourism Promotion Agency.

County Council previously took action, on June 26th to approve the annual budget for tourism management/marketing (approximately 30% of state accommodations tax funds) through June 2019.

**OPTIONS:**

1. Approval of MOU, as provided, with Georgetown County Chamber of Commerce.
2. Do not authorize approval of MOU with Georgetown County Chamber of Commerce.

**STAFF RECOMMENDATIONS:**

Recommendation to approve MOU, as provided, with Georgetown County Chamber of Commerce operating as the County's designated tourism promotion agency through June 2019.

**ATTACHMENTS:**

Description	Type
▣ FY19 Designated Tourism Agency MOU Chamber of Commerce	Backup Material

**MEMORANDUM OF UNDERSTANDING  
BETWEEN GEORGETOWN COUNTY COUNCIL AND  
THE GEORGETOWN COUNTY CHAMBER OF COMMERCE  
(FY 2019 RENEWAL AGREEMENT)**

WHEREAS, Georgetown County Council (CC) wishes to work in conjunction with the Georgetown County Chamber of Commerce (GCCC) to promote tourism in Georgetown County; and

WHEREAS, Georgetown County Chamber of Commerce also wishes to establish a working relationship and agreement with Georgetown County Council and promote tourism in conjunction with its mission; and

WHEREAS, both parties recognize the need, benefit, and value of tourism and tourism promotion for Georgetown County;

NOW, therefore, both parties subscribe that the following Agreement and Understanding shall be entered into for the stated purpose described herein, and thus agree to the following:

**A. PURPOSE**

The stated purpose of this MOU is to define and designate responsibilities regarding the level of support to be provided by GCCC, in the role of Designated Marketing Organization, to Georgetown County Council to commence July 1, 2018.

Georgetown County Council and GCCC thus agree to the below incorporated terms subject to the final execution of this document being solely performed and executed by signatures of the stated representative from each party.

**B. TO GEORGETOWN COUNT CHAMBER OF COMMERCE**

GCCC shall be exclusively responsible for providing management and staff to support county marketing for tourism in the following manner:

**Executive and Administrative Support**

- Primary point of contact for county tourism
- Primary point of contact for tourism partners, agency, media, and other applicable entities
- Tourism Management Commission (TMC) meeting planning, facilitation, strategic planning, committee management, and dissemination of materials
- Participate in recruitment and orientation of new TMC members
- Prepare and generate reports
- Receive and distribute mail
- Handle phone and internet inquiries
- Maintain tourism database
- Maintain marketing collateral inventory and distribution
- Website maintenance

- Social media; manage social media sites to include Facebook, Instagram, Twitter
- Ad placement and management--print and digital
- Public relations management
- Coordinate co-operative advertising program
- Attend media events with travel writers
- Direct and coordinate schedules, lodging, and other needs for visiting writers
- Point of contact with retained vendors
- Coordinate promotional mailings
- Provide quarterly reports to council
- Manage crisis communications as related to county tourism
- Annual staff training, attend EOC meetings, and participate in mock drills
- Staff representation in EOC during a crisis

### **Finance Support**

- Provide tax status and fiduciary responsibility for annual county contributions
- Daily accounts payable and accounts receivable
- Prepare and issue vendor payments
- Maintain daily financial records
- Prepare monthly financial reports
- Make bank deposits and perform statement reconciliation
- Approve vendor invoices for payment and sign checks
- Prepare and manage annual budget
- Present budget to council and other agencies as required
- Prepare and submit applications for grants
- Grant management, reimbursement requests, and required final reports
- Contract audit firm and provide support for audit
- File appropriate tax forms and other reports necessary for fund expenditure providing tax status for county funds
- Responsible for internal control systems and financial statement presentations
- Review general ledger account transactions for preparation of monthly financial reports
- Report to Council as required
- Provide copy of Audited Financial Statement to Georgetown County at the end of year

### **Operation Support**

- Physical location of record
- Experienced staff to act as Executive, Administrative, and Financial support for County funds
- Tourism mailings
- Routine office supplies
- Provide all equipment needs: furniture, telephones, internet service, website management, physical maintenance, computers, signage, copy machine, all maintenance and replacement of equipment, cell phones, mailing supplies, provide cost of all payroll taxes, workers comp insurance, directors and officers liability insurance, building insurance, general liability, mileage, professional development



**C. TO GEORGETOWN COUNTY COUNCIL**

- Appoint seven (7) member TMC (Tourism Management Commission)
- Ensure TMC is aware that staff will keep them informed of budgets, operational planning and any other information necessary for them to timely discharge their responsibilities
- Direct the TMC to monitor planning and implementation of marketing plan and to participate in routine updates to council
- Be available to participate in review meetings to discuss issues related to this agreement

**D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. For the rendering of all duties outlined in this agreement, the County shall compensate the Georgetown County Chamber of Commerce in the amount of \$139,872 annually. The County's compensation shall be disbursed from the County's 30% designated tourism promotion funding that, according to statute, must be used for the advertising and promotion of tourism for Georgetown County. Additionally, the Chamber agrees to employ a full-time Tourism Director who is dedicated solely to the operations of the TMC, and to employ an additional part-time Tourism Assistant.
2. GCCC through agreed upon compensation and its own contribution shall provide those items as stipulated above plus personnel, telephone/toll charges, internet service, general office printing and copy charges, general office supplies, machinery, hardware/software, building, maintenance, utilities, IT support, office furniture, professional development, and travel expenses.
3. Costs directly related to tourism marketing will be paid directly from the county tourism marketing account and shall include postage for lead fulfillment, supplies related to mailing costs, accounting and audit costs, costs for collateral materials, banking charges, check printing, and marketing costs.
4. The annual budgets for County tourism for purposes of this MOU will contemplate a Fiscal Year July 1 – June 30, to follow the County and State Fiscal Year calendar. As required by the SC enabling statutes, the TMC (Chamber) must submit no later than 30 May of each year this agreement is in effect, its proposed budget for use of the County's 30% designated tourism promotion funding. No funds may be disbursed under this agreement unless and until each such proposed budget has been approved.

5. MODIFICATOIN – Modifications within the scope of this instrument shall be made by mutual consent of the parties, by the issuance of written modification, signed, and dated by all parties, prior to any changes being implement.
6. PRINCIAL CONTACTS. The principal contacts for this instrument are:

*Georgetown County Chamber of Commerce*  
Beth Stedman, President/CEO  
531 Front St.  
Georgetown, SC 29440  
P: 843-546-8436  
[bstedman@visitgeorge.com](mailto:bstedman@visitgeorge.com)

*Georgetown County Council*  
Sel Hemingway, Administrator  
716 Prince St.  
Georgetown, SC 29440  
P: 843-545-3006  
[shemingway@gtcounty.org](mailto:shemingway@gtcounty.org)

Copies to be sent to Chairman of County Council and Chairman of County Council Committee on Tourism

#### **E. COMMENCEMENT / EXPIRATION / TERMINATION**

This instrument is executed as of the date of the final signature and is effective beginning July 1, 2018. The agreement will be reviewed annually no later than 30 days prior to the completion of the fiscal year. The first review should be concluded no later than May 30, 2019. Terms of this agreement shall be reviewed by both parties and any changes or termination of the agreement arranged at that time but no later than 30 June of that fiscal year. Both parties shall first attempt in good faith to resolve any disagreement arising under this MOU, with the understanding that neither party shall have any right to commence litigation hereunder. This agreement is for one calendar year, and nothing herein requires renewal; however, if renewal is desired said renewal shall, barring objections or desire to terminate in writing by either party at least 90 days prior to the end of the fiscal year, be automatic for the following year. This renewal clause shall only contemplate three (3) consecutive renewal years and if renewals have been entered into, then at the end of FY 2021 this Agreement shall be null and void. If it is the intent of either party to not renew this Agreement, written notice must be given to the other party 90 days in advance of the annual termination of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the last written date below.

**Georgetown County**  
Sel Hemingway  
Georgetown County Administrator

**Georgetown County Chamber of Commerce**  
Beth Stedman  
President & CEO

\_\_\_\_\_  
DATE

 8-10-18  
\_\_\_\_\_  
DATE

The authority and format of this document has been reviewed and determined to be in compliance with local policy and applicable laws.

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



Item Number: 15.f  
Meeting Date: 8/28/2018  
Item Type: REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Administrator

**ISSUE UNDER CONSIDERATION:**

Murrells Inlet Revitalization Project Funding Request

**CURRENT STATUS:**

The electorate previously approved Sunday Sales of alcoholic beverages in Georgetown County. Fees associated with the sales are collected by the Department of Revenue and remitted to the County. Since 1997, Georgetown County has authorized the designation of these fees, generated in the Murrells Inlet area, for improvement/revitalization projects in the Murrells Inlet area, as approved by County Council.

**POINTS TO CONSIDER:**

Murrells Inlet 2020 conducted a community and visitor survey to review and align its vision and strategic plan with that of the community. Within the survey, a large number of requests concerning the need for additional multipurpose paths and better community interconnecting were received.

Murrells Inlet 2020 committed to pursue the construction of a new multipurpose path running from the Marshwalk in Murrells Inlet to the Intracoastal Waterway. The goal for the multipurpose path is to connect the community from the Marshwalk to the Tideland Hospital, public parks, existing bike lanes, the Jetty View Walk, local businesses, and eventually the Intracoastal Waterway.

MI2020 has received bids for construction of the multi-purpose path and are coordinating with the Georgetown County Public Services/Capital Improvement to award the contract. Due to additional requirements by SCDOT, the cost of the project has increased, creating the need for additional funding (from the MI Revitalization Fund).

County Council previously authorized the request from MI 2020 for Revitalization Funding in the amount of \$216,000 for this purpose. A request for County Council's consideration for additional funding for this project in the amount of \$183,409 is being requested.

Breakdown of funding:

\$216,000 original request  
- 37,500 spent on site plan survey, engineering

-----  
\$178,500 remaining

\$361,909 lowest bidder, plus post-construction survey  
and signalization engineering

**\$183,409 delta additional funding needed**

**FINANCIAL IMPACT:**

MI2020 has requested \$183,409 from the Murrells Inlet Revitalization Fund for the current phase of the multipurpose path.

**OPTIONS:**

1. Approve request.
2. Do not approve request.

**STAFF RECOMMENDATIONS:**

Authorization of \$183,409 from the Murrells Inlet Revitalization Fund for the current phase of the multipurpose path.

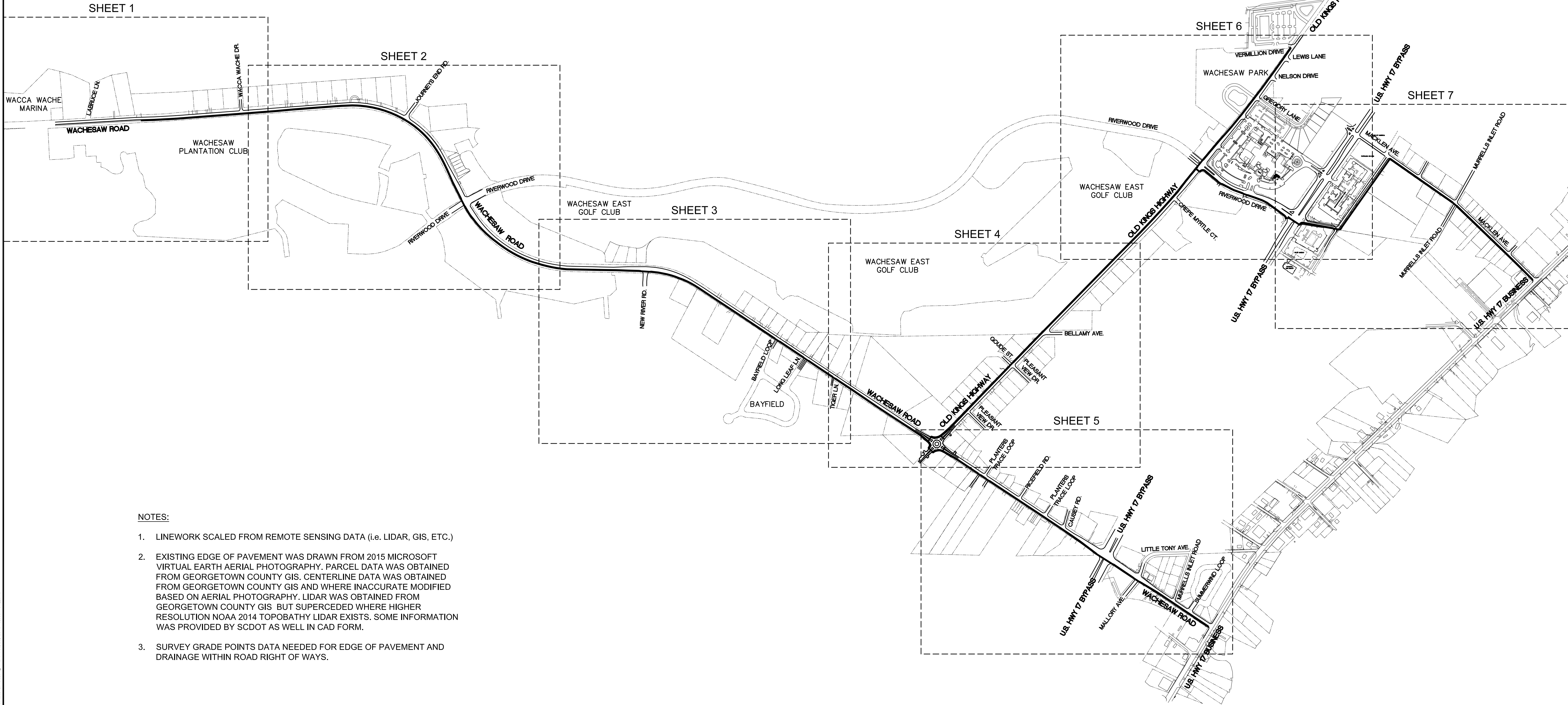
**ATTACHMENTS:**

Description	Type
▫ I2I Map - Phase 1	Backup Material

MI2020 INLET TO INTRACOASTAL PATH



MURRELLS  
Inlet 2020  
A Clear Vision For The Inlet



- NOTES:
- 1. LINEWORK SCALED FROM REMOTE SENSING DATA (i.e. LIDAR, GIS, ETC.)
  - 2. EXISTING EDGE OF PAVEMENT WAS DRAWN FROM 2015 MICROSOFT VIRTUAL EARTH AERIAL PHOTOGRAPHY. PARCEL DATA WAS OBTAINED FROM GEORGETOWN COUNTY GIS. CENTERLINE DATA WAS OBTAINED FROM GEORGETOWN COUNTY GIS AND WHERE INACCURATE MODIFIED BASED ON AERIAL PHOTOGRAPHY. LIDAR WAS OBTAINED FROM GEORGETOWN COUNTY GIS BUT SUPERCEDED WHERE HIGHER RESOLUTION NOAA 2014 TOPOBATHY LIDAR EXISTS. SOME INFORMATION WAS PROVIDED BY SCDOT AS WELL IN CAD FORM.
  - 3. SURVEY GRADE POINTS DATA NEEDED FOR EDGE OF PAVEMENT AND DRAINAGE WITHIN ROAD RIGHT OF WAYS.



planning and design consultants

11655 HIGHWAY 707

MURRELLS INLET, SC 29576

843.651.7900

(FAX) 843.651.7903

www.earthworksgroup.com

PROJECT: 161070		MI2020 INLET TO INTRACOASTAL										REVISION SCHEDULE																															
												NO.	DATE:	DESCRIPTION	BY																												
DATE: 5/18/16																																											
												SCALE: 1" = 500'																															
																						DESIGNED BY: SDP																					
																																DRAWN BY: SDP											
CHECKED BY:																																											
										PREPARED FOR: MURRELS INLET 2020																																	



**Item Number:** 15.g  
**Meeting Date:** 8/28/2018  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Recreation & Community Services

**ISSUE UNDER CONSIDERATION:**

Development of agreement between Georgetown County and Winyah Rivers Foundation for management of recreational amenities and programming on 400 acres of Rocky Point Community Forest owned by the Winyah Rivers Foundation.

**CURRENT STATUS:**

Georgetown County and the Winyah Rivers Foundation have been working together to collaboratively develop, enhance and recreational access and programming on 400 acres of forest property located at Rocky Point and 200 adjacent acres owned by Georgetown County. These properties are collaboratively known as the Rocky Point Community Forest.

The first component of public access to the on the property is the new Rocky Point Boat and Kayak launch facility that is currently under construction. A ribbon cutting and grand opening of the boating amenities is planned for October 27, 2018.

At this time a formal agreement has not been put in place to recognize and formalize the partnership between Georgetown County and the Winyah Rivers Foundation.

**POINTS TO CONSIDER:**

Georgetown County owns 200 acres of forest property adjacent to Choppee Regional Recreation Center and the acreage owned by the Winyah Rivers Foundation.

Georgetown County also has a 99 year lease on five (5) acres on which a new river access for boats and kayaks is currently under construction.

The Winyah Rivers Foundation owns 400 acres of contiguous property that is perpetually protected to be used for public nature based recreational activities along with forest study.

The Winyah Rivers Foundation desires to partner with Georgetown County with Georgetown County taking responsibility for day to day upkeep and management of recreational uses, amenities and programming for the Rocky Point Community Forest.

Funding for mutually agreed upon future amenities and regular maintenance of these amenities may be funded from proceeds provided from regularly planned the sales of timber harvested from this forest.

**FINANCIAL IMPACT:**

Funds for development of mutually agreed upon future amenities and regular maintenance of these amenities may be funded from proceeds provided from regularly planned the sales of timber harvested from this forest.

**OPTIONS:**

1. Approve entering into a management agreement between Georgetown County and The Winyah Rivers Foundation for management of recreational amenities of the Rocky Point Community Forest.
2. Do not approve management agreement for Rocky Point Community Forest.

**STAFF RECOMMENDATIONS:**

Approve entering into a management agreement between Georgetown County and The Winyah Rivers Foundation for management of recreational amenities of the Rocky Point Community Forest.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description		Type
▢	Rocky Point Community Forest Management	Cover Memo
	Agreement	

**Management Agreement  
among the  
Waccamaw Rivers Foundation  
and  
Georgetown County Recreation & Community Services  
for  
The Management of  
The Rocky Point Community Forest**

This Management Agreement is entered into by and between Georgetown County acting through Georgetown County Recreation & Community Services Department (“GCRCS”), and the Winyah Rivers Foundation (“WRF”).

**ARTICLE I – BACKGROUND AND OBJECTIVES**

Project partners, Georgetown County, SC Department of Natural Resources, SC Forestry Commission, The Nature Conservancy and Winyah Rivers Foundation came together in 2015 to work collaboratively on the Rocky Point Community Forest Project.

Through the work of The Nature Conservancy and Winyah Rivers Foundation funding was acquired for purchase of 482 acres located along the Black River and within the Black River Conservation Area and ownership of the property is held by Winyah Rivers Foundation. This 482 acre tract of property is located adjacent to 200 acres owned by Georgetown County which border the County’s Northwest Regional Park at Choppee.

The Rocky Point tract, formerly owned by International Paper, long the site of the Rocky Point public boat landing, had been acquired by private owners several years before resulting in closure of this popular public access to the Black River.

Once the Rocky Point property was acquired a steering committee comprised of project stakeholders was established to develop guidelines and objections for public property use.

Three primary objectives of the Rocky Point Community Forest are: (1) ecological forest management, (2) public use and recreation and (3) education and outreach. The Community Forest Steering Committee is comprised of a diverse group of stakeholders and forestry professionals. This stakeholder group will serve as the primary local planning entity for development, review and planning for the Community Forest. Additional information concerning forest objectives is included within the Community Forest Plan.

As Georgetown County Recreation & Community Services currently manages, maintains and programs public use and recreation facilities across Georgetown County and was responsible for management of the public boat access, primitive camping and picnic sites at this location for many years GCRCS has been asked to manage public access and programming within the Community Forest.

Priorities for development of future site improvements and the funding of these will be further directed by the Community Forest Steering Committee.

This management agreement seeks to outline basic management responsibilities to be undertaken by Georgetown County in order to provide public access and programming within the Rocky Point Community Forest.

## **ARTICLE II – STATEMENT OF WORK**

### **Georgetown County Recreation & Community Services shall:**

1. Commit appropriate resources, staff and equipment required for common protection and appropriate maintenance of all resources contained within the (400) acre forest which includes, public boat landing, main property access(s), public picnic area and historic cemetery in addition to all future public offerings and/or facilities that may be located throughout the property. Management and maintenance of these areas includes, but is not limited to, regular security patrol, trash collection, mowing/grounds maintenance, roadway grading and provision of any and all additional services required to insure safe and sanitary access and enjoyment of current and future agreed upon facilities by the public.
2. Rocky Point Community Forest Steering Committee partners shall determine and commit funding, as required, for facility development and additional property maintenance outside that of operation and upkeep required for the public boat access and adjacent picnic area.
3. Develop and employ, to the extent practicable, operating procedures and standards to ensure joint accomplishments of Community Forest activities, which may include but not be limited to: visitor protection and public safety, fire management, administration, public information, interpretation and publications, resource management, maintenance, design and construction, planning, signing, and the development of policies.
4. Work cooperatively to prepare an annual work plan that identifies common projects resulting in interagency cost efficiencies.

## **ARTICLE III – TERM OF AGREEMENT**

This Management Agreement shall terminate five years from the effective date, unless prior thereto it is terminated pursuant to the provisions of Article VIII or of any applicable Federal or State law or regulation.

## **ARTICLE IV – KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are comprised from the Community Forest Steering Committee as outlined within the Community Forest Plan.
- B. **Communications** – The Steering Committee will address any communication regarding this Agreement to the key officials. Communications that relate solely to routine operational matters described in the current work plan may be sent only to the Director of Recreation & Community Services.

## **ARTICLE V – EXPENDITURE OF FUNDS**

- A. Nothing in this Management Agreement shall be construed as obligating THC, WRF or GCRCs to expend any funds in excess of appropriations authorized by law. The commitment of funds in furtherance of this Management Agreement shall be authorized by individual Task Agreements. When the work to be accomplished and the work program are mutually agreed upon by all parties, an appropriate Task Agreement shall be consummated, obligating funds where necessary. Whenever a transfer of funds is specified, the relevant implementing Task Agreement shall include a description of



the project, the authority for the expenditure/transfer, the specific funding source and amount(s) and names, addresses and telephone numbers for contact.

#### **ARTICLE VI – LIABILITY**

The parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law.

#### **ARTICLE VII – PROPERTY UTILIZATION**

Any tools, equipment, material, or other property supplied by GCRCS shall remain the property of the GCRCS. Similarly, any tools, equipment, material, or other property supplied by stakeholders shall remain the property of the stakeholders committing resources.

#### **ARTICLE VIII – MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written instrument executed by the parties.
- B. Any party may terminate its participation in this Management Agreement by providing thirty (30) days written notice to the other parties.

#### **ARTICLE IX – SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto executed this Agreement on the date(s) set forth below.

GEORGETOWN COUNTY

WINYAH RIVERS FOUNDATION

By: \_\_\_\_\_  
Sel Hemingway  
County Administrator

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

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

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

Item Number: 16.a  
Meeting Date: 8/28/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDER CONSIDERATION:**

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

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

**CURRENT STATUS:**

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

**POINTS TO CONSIDER:**

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

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

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

**FINANCIAL IMPACT:**

Not applicable

**OPTIONS:**

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

**STAFF RECOMMENDATIONS:**

Deferred pending internal review by County Attorney.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

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

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

ORDINANCE NO. 2017-23

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

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

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

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

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

ATTEST:

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

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

---

Wesley Bryant  
Georgetown County Attorney

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

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

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



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

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

## APPLICATION TO AMEND A PLANNED DEVELOPMENT (PD)

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

Please note this approval applies to this particular property only.

Name of Planned Development: PAWLEYS PLANTATION

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

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

All Applicants must complete SECTION A: APPLICANT INFORMATION

### SECTION A: APPLICANT INFORMATION

#### Property Information:

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

Street Address: 11822 HWY 17 BYPASS

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

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

Existing Use: OPEN SPACE

Proposed Use: SINGLE-FAMILY RESIDENTIAL

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

Residential Acreage: 0.54

**Property Owner of Record:**

Name: PAWLEYS PLANTATION PROPERTY OWNERS ASSO.

Address: 11822 FRONTAGE RD

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

Telephone/Fax: 843-357-9888

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

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

**Contact Information:**

Name: BILL SNYDER

Address: 11822 FRONTAGE RD, MURRELLS INLET 29576

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

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

**Agent of Owner:**

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

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

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

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

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

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

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



**Adjacent Property Owners Information required:**

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

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

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

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

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

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

**SECTION B: SETBACK AMENDMENT**

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

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

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

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

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

**SECTION C: SIGNAGE AMENDMENT**

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

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

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

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

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

**Submittal requirements:**

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



**SECTION D: SITE PLAN AMENDMENT**

**Proposed amendment request:** PLEASE SEE ATTACHED

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

Reason for amendment request: PLEASE SEE ATTACHED

---

**Submittal requirements:**

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

## SECTION D: SITE PLAN AMENDMENT

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

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

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

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

## **Tiffany Coleman**

---

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

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

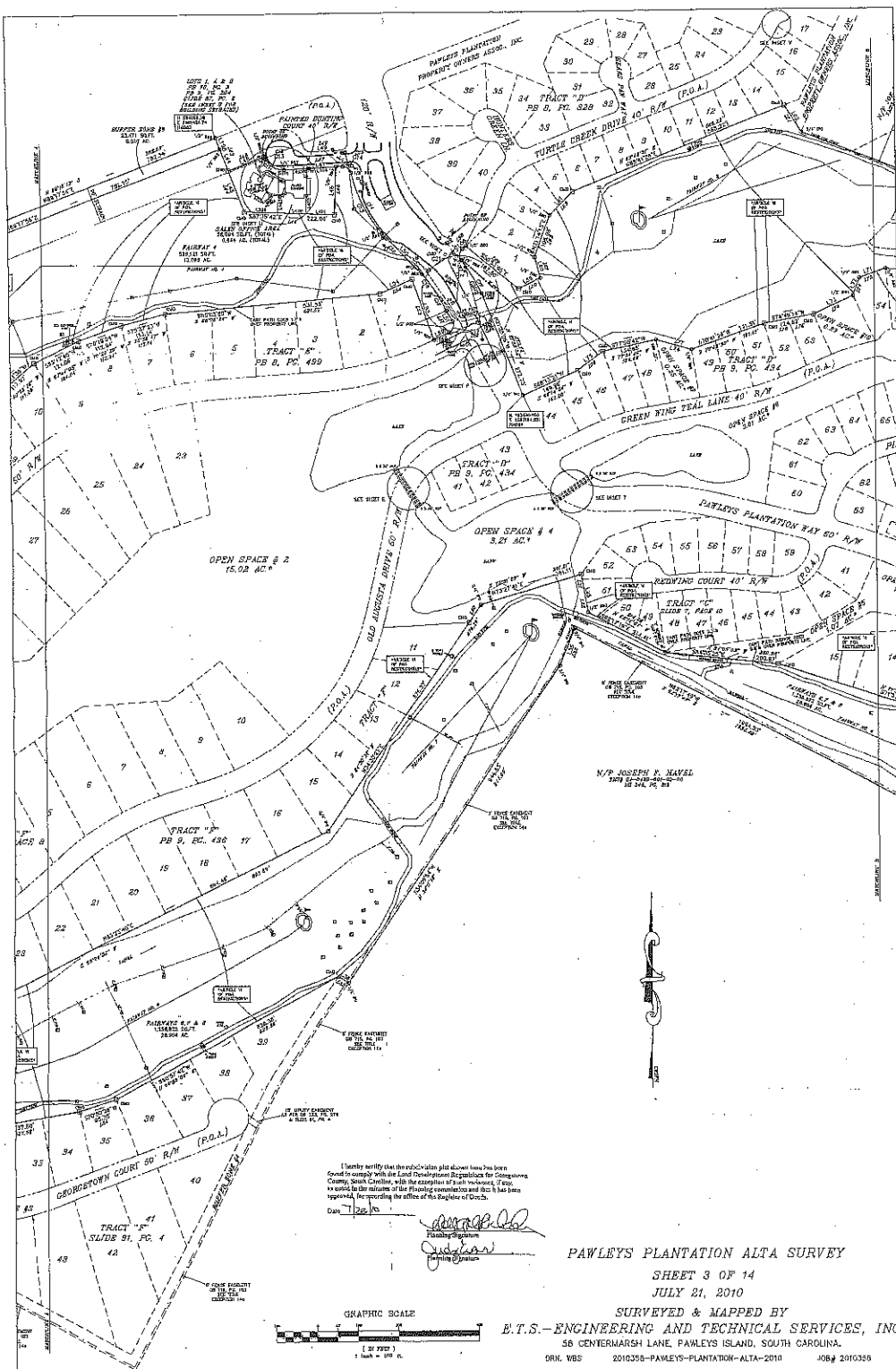
Please do NOT allow development on proposed Lot 48A and Lot 53A in Pawleys Plantation. This area is a wetland and of great need for drainage and wildlife. Vote NO.  
Brenda Logan

Sent from iPhone 6s Plus

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

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

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







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

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

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

**Legend**

**Line Legend**

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

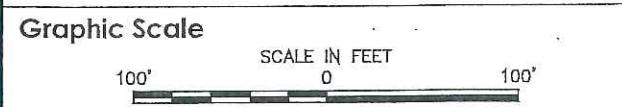
**Hatch Legend**

Wetland	*****
Waters	~~~~~
Critical Area/Section 10	///////

**Symbol Legend**

Data Point	⊕
Photo Point	⊗
Property Corner	●

Prepared For	Pawleys Plantation POA
Job #	01742-17010
Date	2-22-17





Pawleys Plantation  
Property Location  
AMPD 6-17-18572

## Legend

### Streets

— <all other values>

### MaintainedBy

County

Private

State

Pawleys Plantation

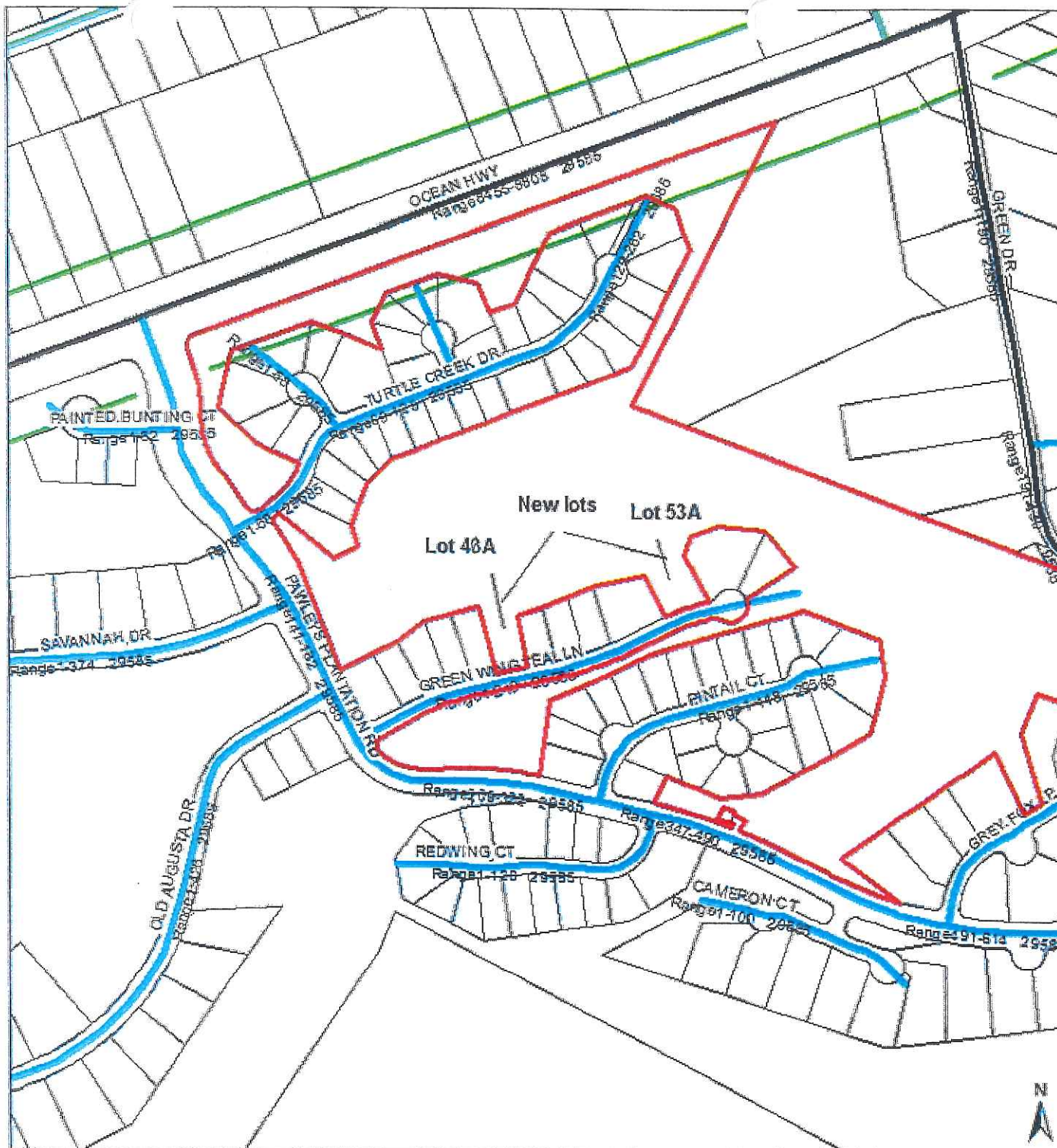
Lot Lines

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 Aerial AMPD 6-17-18572

## Legend

### Streets

— <all other values>

### MaintainedBy

County

Private

State

Pawleys Plantation

Lot Lines

Railroads

Landmarks

90' setback

sde.SDE.Imagery2017Med

### RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

Municipalities

0 112.5 225 450 675 900 Feet

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





### **NOTICE OF PUBLIC HEARING**

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

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

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

*Georgetown County Planning Commission*

*PO Drawer 421270*

*Georgetown, South Carolina 29442*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

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

## **Tiffany Coleman**

---

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

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

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

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

Brenda Logan  
62 Turtle Creek Drive  
Pawleys Island, SC 29585

Sent from iPhone 6s Plus

Statements for the Planning Council Meeting 9/21/17

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

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



4. The original property report which we signed at the time of purchase and issued by the developer of the subdivision in 1988 stated "7.4 % of the subdivision will remain as natural space or developed parkland". We were told that the "open spaces" on Green Wing Teal Lane was never intended to be developed. We wonder what percentage of open space our subdivision would be left with after their proposals for " deeding "away 8 small parcels of property to interested homeowners and building 2 homes on newly approved lots.

According the engineering company that performed the last survey of Pawleys Plantation, there are more than 62 acres of open space in the community; of that 27 acres belong to the POA. These numbers were reported to County Planning. The acreage of the two parcels is 0.54 acres, less than one percent of the total. The POA Board has no knowledge of the referenced 1988 property report.

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

5. We were told at the special POA Board meeting 8/28 that the proposed lots were to be patio lots, yet the potential acreage increase due to re-direction of the drainage easements on both the proposed POA lots could turn them into estate lots, which also increases the sale ability. The application submitted to County Planning states that these are to be Patio lots. The parcels are 0.25 and 0.29 acres, both too small for an Estate lot.

6. To date no homeowner has seen or heard what the estimated financial expenses associated with the POA's planned actions would be. This information, plus the heresay which tells us that the proposed lots have already been set aside for, under contract for or sold to respective buyers makes all uneasy should this POA request be approved.

Rough estimates of the associated expenses have been made but until the County has ruled on our application the Board is reluctant to expend funds on consultant fees to explore and price options. Once this done, expenditures approved by the Board will be recorded in the minutes of the meeting at which they were approved, as have all expenditures to-date.

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

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

October 18, 2017

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

Dear Mr. Goggans,

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

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

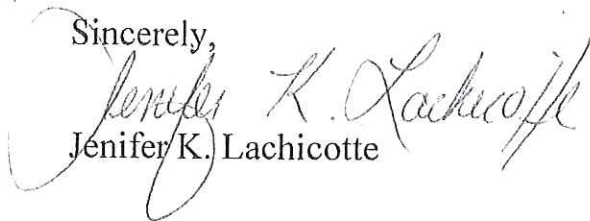
These residents are unaware of a more personal picture and financial struggle. I have invested time with architects, attorneys, and county council meetings. I have spent monies on blueprints which I will have to alter if rezoning is permitted. I am currently paying for a storage unit along with \$20,000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

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

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

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

Sincerely,

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

Jenifer K. Lachicotte



October 3, 2017

Dear

*Mr. Steve Goggans*

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

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

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

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

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

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

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

Paul Noble

*Many Thanks*

*Paul Noble*

Lady and Gentlemen,

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

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

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

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

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



**NATE FATA, P.A.**

ATTORNEY AT LAW

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

**VIA EMAIL**

December 12, 2017

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

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

Dear Ms. Richardson:

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

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

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

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

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

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

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

Holly Richardson  
December 12, 2017  
Page 2

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

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

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

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

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



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

Holly Richardson  
December 12, 2017  
Page 3

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

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

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

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

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

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

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

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

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

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

Holly Richardson  
December 12, 2017  
Page 4

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

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.



**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

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

**COVENANTS AND RESTRICTIONS**

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

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

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

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

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

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

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

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

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

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

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



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

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

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

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

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

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

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

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

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

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

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

## ARTICLE XIX

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

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

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

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

**COVENANTS AND RESTRICTIONS**

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## ARTICLE I

### Definitions

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

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

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

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

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

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

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

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

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

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

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

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

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 – Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 – Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 – Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 – Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 – Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 – Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V

appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

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

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

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

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

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

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

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

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

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to



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

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

## ARTICLE IX

### Covenant for Maintenance Assessments

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

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## ARTICLE XVII

### Binding Arbitration

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## ARTICLE XVIII

### General Provisions

**Section 1 – Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

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

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

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

## ARTICLE XIX

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

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation



From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

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August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

*(Per Association)*  
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.





















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

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

**VIA EMAIL**

December 12, 2017

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

Re: Jenifer Lachicotte, Lot 48 Green Wing Teal Lane, Pawleys Island, SC

Dear Ms. Richardson:

I represent Jenifer Lachicotte ("Lachicotte") who own Lot 48 in Pawleys Plantation. She purchased her property next to "Open Space" No. 9 in 2016. She objects to any proposed modification of the Pawleys Plantation PUD that would allow the Pawleys Plantation Property Owners Association ("Association") to increase the density and create an improved lot from Common Area which was formerly designated as "Open Space" No. 9 and No. 10 on various plats. Any such modification will violate the controlling Covenants and Restrictions, and S.C. Code Ann. § 6-29-1145.

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

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

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

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

Open Space No. 9 and 10 are subject to a perpetual easement. The Open Spaces have been part of the Common Area since 2010 when the Association received title to the property. My client's



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

Holly Richardson  
December 12, 2017  
Page 2

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

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

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

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

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

Holly Richardson  
December 12, 2017  
Page 3

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

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

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

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

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

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

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

My client purchased her lot next to Open Space No. 9 with the reasonable expectation that the "Open Spaces" would not be developed and that the density on her street would not be increased by nearly 20%. The proposed change is an impermissible deviation from the PUD that should be denied.

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



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

Holly Richardson  
December 12, 2017  
Page 4

With best regards, I remain

Very truly yours,  
NATE FATA, P.A.



Nate Fata

NF/sh

Attachments

cc: Theresa Floyd  
Wesley Bryant, Esq.



**COPY**

Approved  
5/2010

✓ XX  
✓ XXII

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

**COVENANTS AND RESTRICTIONS**

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201000005451  
Filed for Record in 12  
GEORGETOWN SC  
WANDA PREVATTE, REGISTER OF DEEDS  
06-15-2010 At 02:43 PM  
REST COVE 53.00  
Book 1494 Page 1820- 234

2010

Article XXII - The Association's Rights

27

Article XXIII - The Golf Course

31

Exhibit "A"

33

Exhibit "B"

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

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

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

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

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

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

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

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

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

## **ARTICLE VIII**

### **Special Restrictions Affecting Patio Homesites**

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

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

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



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

## **ARTICLE IX**

### **Covenant for Maintenance Assessments**

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

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

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

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

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

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

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

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

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

## ARTICLE XIX

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

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

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

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

**COVENANTS AND RESTRICTIONS**

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2/8/2016  
GEORGETOWN

## ARTICLE I

### Definitions

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

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

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

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

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

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

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

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

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

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

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

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

**Section 11 – “Member”** shall mean and refer to every person or entity that holds membership in the Association, as provided herein.

**Section 12 – “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot that is a part of the Properties, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

**Section 13 – “Patio Homesites”** shall mean and refer to all those parcels or tracts of land subdivided into Lots intended for construction of detached single-family patio houses. All Patio Homesites are so designated per the Planned Use Development document on file with Georgetown County, South Carolina.

**Section 14 – “Properties”** shall mean and refer to the “Existing Property” described in Article II, Section 1 hereof, and any additions thereto as are or shall become subject to this Third Amended Declaration and brought within the jurisdiction of the Association under the provisions of Articles II and III of this Third Amended Declaration.

**Section 15 – “Setback”** shall mean an area on a Lot defined by the property boundaries and the Setback Lines.

**Section 16 – “Setback Line”** shall mean a line on a Lot adjacent to, or concentric with, a property boundary defining the minimum distance between any Structure to be erected or altered and the adjacent property boundary.

**Section 17 – “Special Assessment”** shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Third Amended Declaration.

**Section 18 – “Structure”** shall mean any permanent construction including hardscape feature requiring a foundation, posts, piers, or other independent supports. Driveways, walkways, and patios placed on or below finished grade are not Structures.

**Section 19 – “Subsequent Amendment”** shall mean an amendment to this Third Amended Declaration that may add property to this Third Amended Declaration and makes it subject to the Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of the Third Amended Declaration.

**Section 20 – “Undeveloped Lot”** shall mean any Lot upon which no improvements for residential dwelling purposes and any improvements related thereto have been constructed whether or not such Lot has been combined with a Developed Lot for Georgetown County tax purposes.

**Section 21 – “Voting Member”** shall mean and refer to all Members who have met current financial obligations to the Association. Each Voting Member shall cast one (1) vote for each Lot it represents, unless otherwise specified in the Amended By-Laws or this Third Amended Declaration. With respect to election of Directors to the

and across the roadways from time to time laid out in the Common Areas for use in common with all other such Members, their tenants, agents, and invitees. Such easements are granted subject to the rules and regulations promulgated by the Board of Directors of the Association. If a Member, his or her tenant, agent, or invitee of such Member repeatedly disregards rules and regulations, including, but not limited to, vehicular rules and regulations such as posted speed limits and stop signs, or operates a vehicle in such manner as to endanger other motorists, cyclists, pedestrians or pets, the Member may be subject to fine(s) in accordance with Article XVI, Section 3 of this Third Amended Declaration.

**Section 2 -- Violation of Parking Regulations in Common Areas.** Where a Member, tenant, agent or invitee of such Member disregards the parking regulations as defined in Article XI, Sections 12 and 24-26, that prevent another Member, or that Member's tenant, agent or invitee from having reasonable access to such other Member's Lot, or cause an unwarranted restriction to traffic flow, the Association may have the offending vehicle(s) towed from the Properties at the offending Member's expense. The cost of taking such action by the Association shall be immediately due and owing to the Association from the Member and shall constitute an Assessment against the Member's Lot and, if not paid promptly may be secured by a lien against the property.

The portions of the Common Areas not used from time to time for roadways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts as may be regulated by the Association. Such easement is granted subject to all rules and regulations regarding use of such Common Areas as may be promulgated by the Board of Directors of the Association, including but not limited to the collection of animal waste in accordance with Article XI, Section 5 of this Third Amended Declaration.

**Section 3 -- Easements Appurtenant.** The easements provided in Section 1 of this Article shall be appurtenant to and shall pass with the title to each Lot.

**Section 4 -- Public Easements.** Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual nonexclusive easement for ingress and egress over and across the Common Areas for the performance of their respective public functions.

**Section 5 -- Developer's Easement.** The Developer retains the right of ingress and egress over those roads and streets within the Properties, whether existing or constructed in the future, that are necessary for access to any areas that adjoin or are a part of the Properties, but that are not otherwise already developed, for purposes of construction, sales, management, and development.

**Section 6 -- Maintenance.** The Association shall at all times maintain in good repair, and shall repair or replace as often as necessary, the paving, street lighting fixtures, landscaping, and amenities (except utilities) situated on the Common Areas. All such Common Areas shall be maintained free of debris and obstacles, including, but not limited to, overhanging brush, vines, tree limbs, playground equipment, and long-term (overnight or longer) parked vehicles. The Board of Directors acting on a majority vote shall order all work to be done and shall pay for all expenses including all electricity consumed by the street lighting located in the Common Areas and all other common expenses. All work pursuant to this Section 5 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article IX. Excluded herefrom shall be paving and maintenance of individual Lot driveways that shall be maintained by each Owner, and driveway and parking areas in the neighborhoods servicing the townhouse villa or condominium developments that shall be maintained by the respective Home Owners Association. Nothing herein shall be construed as preventing the Association from delegating or transferring its maintenance obligations to a governmental authority under such terms and conditions as the Board of Directors may deem in the best interest of the Association.

**Section 7 -- Utility Easements.** Use of the Common Areas for utility easements shall be in accordance with the applicable provisions of Article XII of this Third Amended Declaration.

**Section 8 -- Delegation of Use.**

(a) *Family.* The right and easement of enjoyment granted to every Owner in Section 1 of this Article V



appearance and beauty of Pawleys Plantation or is determined to be necessary to protect the shoreline from erosion. These provisions expressly are not applicable to inland tracts of land designated as "wetlands" by the United States Army Corps of Engineers.

**Section 2 – Conditions of Limited Dock Construction.** The provisions of Section 1 of this Article VII shall not absolutely prohibit the construction of docks and decks over the tidal wetlands of Pawleys Plantation. All dock permits must first receive approval from the ARB prior to any required submission to the Army Corps of Engineers or SC DHEC Office of Ocean and Coastal Resource Management or other applicable government agencies. However, in order to avoid an unsightly proliferation of docks along the banks of the small tidal creek and along the banks of lakes or ponds within the Properties, the general rule is established that Owners of Lots fronting on those water bodies may not erect docks within the Properties without permission for such construction being obtained from the ARB, which approval may be denied in its sole discretion, unless the Owner obtained specific written permission to construct such dock or deck at the initial time of the purchase of the property from the Developer. No docks are permitted on internal lakes, ponds or lagoons. If permission for such construction of docks and decks over the tidal wetlands is granted, any such grant shall be conditioned upon compliance with the following requirements:

- (a) Complete plans and specifications including site, materials, color and finish must be submitted to the ARB in writing;
- (b) Written approval of the ARB to such plans and specifications must be secured, the ARB reserving the right in its uncontrolled discretion to disapprove such plans and specifications on any grounds, including purely aesthetic reasons; and
- (c) Written approval of any local, state or federal governmental departments or agencies that have jurisdiction over construction in or near marshlands or wetlands must be secured.

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

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

## ARTICLE VIII

### Special Restrictions Affecting Patio Homesites

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

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

**Section 3 – Privacy Screens.** Porches, patios and/or decks associated with Patio Homes must be screened to

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

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

## ARTICLE IX

### Covenant for Maintenance Assessments

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

**Section 2 – Purposes of Assessments.** The assessments levied by the Association shall be used to promote the comfort and livability of the residents of the Properties and for the acquisition, improvement and maintenance of Properties, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Areas, including, but not limited to, the cost of repair, replacement and additions to the Common Areas; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Areas; the procurement and maintenance of insurance; the employment of attorneys to represent the Association when necessary; and such other needs as may arise. The Owner shall maintain the structures and grounds on each Developed Lot at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner at least ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Developed Lot, and replaced, and may have any portion of the Lot re-sodded or landscaped, and all expenses of the Association for such work and material shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Developed Lot. Upon appearance, the Association may, at its option, after giving the Owner at least thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Developed Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by a lien against the Developed Lot as herein provided. Undeveloped Lots are to be maintained so as to not present a hazard to, nor detract from the value of any adjacent or neighboring Lot of the surrounding community. Upon receipt by the Association of a complaint concerning the condition of an Undeveloped Lot, the Board of Directors shall assess the validity of the complaint and, if deemed warranted, declare such Undeveloped Lot a Nuisance and require the Owner thereof to make remediation of the Undeveloped Lot to the extent deemed appropriate by the Board of Directors. Should such remedial action not be taken within thirty (30) days of action by the Board of Directors, the Board of Directors may, at its sole option, provide such Owner with written notice at the Owner's last known address giving such Owner fifteen (15) days notice to complete such remedial action. Should the required remedial action not be taken within the fifteen (15) day period, the Association may cause such remedial action to be taken. The cost of taking such remedial action by the Association, upon the Owner's failure to do so, shall be immediately due and owing to the Association from the Owner and shall constitute an Assessment against the Undeveloped Lot on which the remedial action was taken collectable as a lump sum and, if not paid promptly may be secured by a lien against the property.

(b) Any damage or destruction to the Common Area or to the common property of any Neighborhood shall be repaired or reconstructed unless the Voting Members representing at least seventy-five (75) percent of the total vote of the Association, if Common Area, or the Neighborhood whose common property is damaged, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or construction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the Common Area damaged or destroyed shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association, as applicable, in a neat and attractive condition.

**Section 5 – Repair and Reconstruction.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners in proportion to the number of Lots owned; provided, however, if the damage or destruction involves a Lot or Lots, only Owners of the affected Lots shall be subject to such assessment. Additional assessment(s) may be made in like manner at any time during or following the completion of any repair or reconstruction.

#### ARTICLE XIV

##### No Partition

Except as is permitted in this Third Amended Declaration or any amendment hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition, unless the Properties have been removed from the provisions of this Third Amended Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property or from acquiring title to real property, which may or may not be subject to this Third Amended Declaration.

#### ARTICLE XV

##### Financing Provision

**Section 1 – Books and Records.** Any Owner or holder, insurer or guarantor of a first mortgage on any Lot will have the right to examine the books and records of the Association, current copies of this Third Amended Declaration, the Amended By-Laws of the Association and Rules and Regulations during any reasonable business hours and upon reasonable notice.

#### ARTICLE XVI

##### Rules and Regulations

**Section 1 – Compliance by Owners with The Association's Rules and Regulations.** Every Owner shall comply with the Covenants and Restrictions set forth herein and any and all rules and regulations, which from time-to-time may be adopted and/or amended by the Board of Directors of the Association, pursuant to Article III. C. of the Third Amended Bylaws providing the Board of Directors with the power to adopt same.

## **ARTICLE XVII**

### **Binding Arbitration**

All disputes that arise under the provisions of this Third Amended Declaration that are not otherwise resolved by procedures defined herein shall be submitted to binding arbitration under the rules of the American Arbitration Association.

## **ARTICLE XVIII**

### **General Provisions**

**Section 1 – Severability.** Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

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

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

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

## **ARTICLE XIX**

### **Amendment of Third Amended Declaration Without Approval of Owners**

The Board of Directors of Association or Developer, without the consent or approval of other Owners, shall have the right to amend this Third Amended Declaration to conform to the requirements of any law or governmental agency having legal jurisdiction over the Properties or to qualify the Properties or any Lots and improvements thereon for mortgage or improvement loans made by, guaranteed by, sponsored by or insured by a governmental or quasi-governmental agency or to comply with the requirements of law or regulations of any corporation or agency belonging to, sponsored by or under the substantial control of, the United States Government or the State of South Carolina, regarding purchase or sale in such Lots and improvements, or mortgage interests therein, as well as any other law or regulation



From: Pawleys Plantation POA <Messenger@AssociationVoice.com>

To: jenznoble <jenznoble@aol.com>

Subject: Covenants and Restrictions Amendment

Date: Wed, Aug 9, 2017 9:00 am

Attachments: Covenants Email Attachment.pdf (1906K)

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August 8, 2017

Proposed Revision to the Third Amended Covenants and Restrictions (C&R)

Dear Member,

The proposed revision to the Third Amendment to the C&R would remove from the Common Properties of the POA ten (10) Open Spaces acquired in 2010 from Pawleys Plantation, LLC. The letter you received in the mailing with the ballot/proxy explained how the POA came to possess these spaces. Removal of these parcels from the Common Properties would permit the POA to dispose of these spaces which currently provide no benefit to the membership but are a maintenance liability.

Since the mailing of the ballot/proxy many members have requested more detail on the location of the spaces. These Open Spaces are identified in the revised Article I, Section 4 you received in the earlier mailing. Their locations in the community are shown on the attachment to this letter.

It should be noted that only two of these Open Spaces, #9 and #10 offer a potential revenue benefit to the POA. An application has been submitted to Georgetown County Planning to re-zone these spaces as residential lots. Planning has indicated that they will support the application, but it is considered a Major Change to our Planned Development and must be approved by the Georgetown County Planning Commission and County Council. Final approval of the application is contingent upon approval of the C&R revision removing them from the Common Properties. The lots could then be offered for sale, generating revenues to replenish the Reserve depleted somewhat by the Hurricane Matthew clean-up.

Planning has deemed the disposition of the remaining eight Open Spaces as a Minor Revision and will approve plats allocating the spaces to the adjacent owner(s). This allocation will be made upon acceptance by the adjacent owner(s).

*(Perthamling)*  
Approval of the C&R revision will allow the Board to dispose of these ten spaces only. The revision does not remove any other POA owned property from the Common Properties.

If you haven't already done so, please return your ballot/proxy promptly in the stamped envelope provided. The Board encourages you to vote IN FAVOR of the revision.























Item Number: 16.b  
Meeting Date: 8/28/2018  
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

Item Number: 16.c  
Meeting Date: 8/28/2018  
Item Type: DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**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

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:**

Deferral on August 28th.

**ATTORNEY REVIEW:**

Yes