

**SPECIAL MEETING OF CITY COUNCIL  
DECEMBER 11, 2025 — 5:00 PM  
MUNICIPAL COURTROOM  
2222 HIGHMARKET STREET  
GEORGETOWN, SOUTH CAROLINA  
AND LIVESTREAM:**



**<https://www.facebook.com/cityoftown/>**

**Notice of this meeting has been made in accordance with the South Carolina Code of Laws as amended.**

- 1. CALL TO ORDER**
- 2. ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
- 3. PUBLIC COMMENTS ON CURRENT AGENDA ITEMS**
- 4. ADMINISTRATION**
  - A. Motion to approve first reading of an ordinance amending Chapter 2, Article III, Division 3, Section 2-85 of the Code of Ordinances for the City of Georgetown.**
  - B. Motion to approve first reading of an ordinance authorizing a lease between the City of Georgetown and Winyah Hospitality, LLC for a portion of Queen Street and to authorize the City Administrator to execute the lease.**
  - C. Motion to approve first reading of an ordinance authorizing ratifying and amending the city's memorandum of understanding regarding potential future public access to the Cannon Street Waterfront.**
- 5. ADJOURNMENT**
  - A. Motion to Adjourn the Special Meeting of City Council.**



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

### ACTION ITEM

<b>Council Meeting Date:</b>	December 11, 2025
<b>Department:</b>	Administration
<b>Issue Under Consideration:</b>	Motion to approve first reading of an ordinance amending Chapter 2, Article III, Division 3, Section 2-85 of the Code of Ordinances for the City of Georgetown.
<b>Amount Requested:</b>	N/A
<b>In Current Budget?:</b>	N/A
<b>If not, please explain:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Points to Consider:</b>	The Attorney General drafted an opinion which concluded section 2-85 of the City of Georgetown's Code of Ordinances is inconsistent with state law to the extent it restricts mayoral authority to appoint or dismiss municipal employees under the Mayor-Council form of government. The revision of the ordinance is to align the city code with state law.
<b>Options:</b>	Approve or Not Approve
<b>Staff Recommendation:</b>	Approve

#### Reviews:

Scott Whittier	Created/Initiated	Approver
Scott Whittier	Approved	Approver
Elise Crosby	Approved	Approver
Scott Whittier	Approved	Approver
Stephanie Buccione	Final Approval	Approver

**Attachments:**

1. Amending Section 85 of Chapter 2- Article III General Duties
2. AG op Strong Mayor 9013 3-30-10 gerogetown mayor-council form of government

**AN ORDINANCE AMENDING SECTION 85 OF CHAPTER 2, ARTICLE III OF THE  
CODE OF ORDINANCES FOR THE CITY OF GEORGETOWN AMENDING SECTION  
2-85 “GENERAL DUTIES”**

**WHEREAS,** Section 1-9 of the Code of Ordinances of the City of Georgetown allows for the amendment of the Code of Ordinances from time to time; and

**WHEREAS,** By ordinance of Council June 10, 1976, the City Council of the City of Georgetown adopted the Mayor-Council form of government, as authorized by South Carolina law. SC Code Ann. §5-5-10; and

**WHEREAS,** By March 30, 2010 Opinion of the South Carolina Attorney General to the City of Georgetown, the Attorney General concluded Section 2-85 of the City of Georgetown Code of Ordinances is inconsistent with state law to the extent it restricts mayoral authority to appoint or dismiss municipal employees under the Mayor-Council form of government as authorized by state law, and that “a court would likely conclude such approval authority is invalid”; and

**WHEREAS,** The City Council of the City of Georgetown recognizes the importance of the efficient conduct of the city’s business and compliance with state law;

**NOW, THEREFORE BE IT ORDAINED** by the Mayor and City Council of the City of Georgetown, South Carolina, that Sections 2-85(2) and (4) of the City of Georgetown Code of Ordinances be amended to read as follows, with changes depicted in redline, below, to be codified with the two redlines stricken in sections 2-85 (2) and (5) and with the addition of the state law reference:

**Sec. 2-85. General duties.**

The city administrator shall be responsible to the mayor for the proper administration of the policies and affairs of the city, and to that end shall have the power and authority and be required to:

- (1) Direct, supervise and coordinate administrative activities and operations.
- (2) Appoint department heads with approval of the mayor ~~and council.~~
- (3) Appoint other city employees with approval of mayor.
- (4) Suspend or dismiss department heads with approval of mayor ~~and council.~~
- (5) Suspend or dismiss other city employees with approval of mayor.
- (6) Prepare and submit an annual operating budget and capital program to the mayor and council for their consideration and approval.
- (7) Have responsibility for administration of annual operating budget after adoption.
- (8) Prepare and annually update a five-year capital improvements program and budget.
- (9) Recommend and administer personnel policies, classification, compensation and evaluation for all city employees.
- (10) Monitor the financial condition of the city, estimate present and future financial needs.
- (11) Prepare a quarterly analysis on the financial position of the city.
- (12) Prepare a quarterly analysis on personnel and administrative activities.
- (13) Combine or consolidate job positions within departments as necessary or prudent to maximize manpower utilization and efficiency.
- (14) Recommend and administer policies governing purchasing procedures and inventory control.
- (15) Authorize the purchase of services, materials, supplies and equipment which do not require the taking of bids, provided such items are appropriated in the city's various fund accounts.
- (16) Authorize shifts in departmental budget line items, provided overall departmental budget appropriations do not change.

- (17) Authorize shifts in departmental budgets, provided overall budget appropriations do not change but with approval of the mayor and council.
- (18) Investigate complaints concerning administrative matters and personnel performance with the heads of departments.
- (19) Prepare and submit to the mayor and city council at the end of each fiscal year a complete annual report on the finances and administrative activities of the city.
- (20) May, with approval of the mayor, delegate to other administrative officers subject to his direction and supervision the authority to exercise specified duties and responsibilities as may be considered appropriate.
- (21) Provide the mayor and city council with information, guidance and leadership in matters of policy determination.
- (22) Actively investigate the opportunities and position of the city in relation to federal grants, state- and county-shared services and money, and prepare the necessary papers, etc., upon approval of the city council.

Code 1964, § 2-78; Ord. No. 1977-6, § 4, 11-17-77; *State law reference(s)—§ 5-9-30 S.C. Code, as amended*

**BE IT FURTHER ORDAINED**, that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

**ATTEST:**

\_\_\_\_\_  
Stephanie Buccione, City Clerk

\_\_\_\_\_  
Carol Jayroe, Mayor

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

Approved as to Form:

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

\_\_\_\_\_  
Elise F. Crosby, City Attorney



HENRY McMASTER  
ATTORNEY GENERAL

March 30, 2009

Elise F. Crosby, Esquire  
City Attorney, City of Georgetown  
P.O. Box 939  
Georgetown, South Carolina 29442

Dear Ms. Crosby:

We received your letter and amended email requesting an opinion of this Office concerning the City of Georgetown's Mayor-Council form of government. You asked whether the "city ordinance giving power to the council to approve appointment or dismissal of department heads [is] consistent with state law regarding the mayor-council form of government." You also asked whether the council alone may reinstate an "employee or department head" who resigned (hereinafter "municipal employee"). Several prior opinions of this Office have addressed questions of what authority is given to the mayor and the council under a mayor-council form of government. This opinion will address those prior opinions, relevant statutes and caselaw.

### **Law/Analysis**

S.C. Code Ann. § 5-5-10 lists the various forms of municipal government in this State. The City of Georgetown has complied with S.C. Code Ann. § 5-5-10 and adopted the mayor-council form of municipal government.

Under the mayor-council form of government, it is clear that the "mayor shall be the chief administrative officer of the municipality" and that the mayor has the power and duty to "appoint, and when he deems it necessary for the good of the municipality, suspend or remove all municipal employees . . . except as otherwise provided by law."<sup>1</sup> S.C. Code Ann. § 5-9-30.

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<sup>1</sup> The council in a mayor-council form of government has more powers when appointing and approving the city administrator than it has for other municipal employees. S.C. Code § 5-9-40 "authorizes a city council to appoint, and thus remove, a city administrator. Additionally, we conclude it does not grant a mayor separate authority to approve or disapprove the appointment or removal of a city administrator." Op. S.C. Atty. Gen., April 27, 2006. This opinion will not address the council's power regarding the city administrator because the question posed regards other municipal employees.

In an opinion of this Office dated March 3, 2008, we concluded that “a municipal ordinance may not vary state law,”<sup>2</sup> but we recognized that an “ordinance is entitled to a presumption of validity. Thus, only a court may set an ordinance aside.” We analyzed that position as follows:

[A]n ordinance requiring the mayor – who is given exclusive authority to suspend or remove municipal employees under the mayor-council form of government – to “consult” with council before taking such removal or suspension action pursuant to § 5-9-30(1), is invalid. . . . the requirement to “consult” . . . unnecessarily “chills” the discretion given the mayor pursuant to state law.

In the March 3, 2008 opinion, two Supreme Court decisions - State v. Pechilis, 273 S.C. 628, 258 S.E.2d 433 (1979) and State v. Green, 220 S.C. 315, 67 S.E.2d 509 (1951) - were referenced to explain the chilling effect that could take place:

In Pechilis[,] the Court concluded that the procedure whereby nominations for the office of magistrate through advisory elections impermissibly chilled the appointment power of the Governor and Senate. . . .

In Green, the trial court, after a guilty verdict was rendered, requested the jury to . . . make a recommendation as to the sentence to be imposed on the defendant. [The Court concluded that] while we have no doubt that the course pursued by the trial judge was prompted by the best motives . . . we feel bound to regard it as highly irregular if not a dangerous innovation upon well settled principles. . . .

“An ordinance establishing such a requirement would, in our opinion, impose conditions upon the mayor’s discretion which state law does not authorize.” Op. S.C. Atty. Gen., March 3, 2008.

Georgetown’s City Ordinance § 2-85 explains that the mayor and council shall approve appointments or dismissals of department heads. However, in the South Carolina Code of Laws 1976, authority to approve appointments and dismissals is not given to the council under the mayor-council form of government. On numerous occasions, we have opined that the mayor has the authority to hire and fire all municipal employees. See e.g., Ops. S.C. Atty. Gen., May 3, 1977; March 27, 1981; March 3, 2008.

The South Carolina Administrative Law Court explained that the mayor has the “sole authority to

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<sup>2</sup> Op. S.C. Atty. Gen., March 3, 2008 (citing City of North Chas. V. Harper, 306 S.C. 153, 410 S.E.2d 569 (1991)).

terminate employment of an individual employee.<sup>3</sup>” SC Dep’t of Labor, Licensing, & Regulation v. Town of Hollywood, 2005 WL 643877.<sup>4</sup> See also § 5-9-30.

In SC Dep’t of Labor, Licensing, & Regulation v. Town of Hollywood, the Administrative Law Court held that “the statutes do not extend to council the executive authority of dismissing individual employees.” The court cites Miller v Town of Batesburg, 273 S.C. 434, 257 S.E.2d 159 (1979), where the South Carolina Supreme Court held “that the mayor is ‘vested’ under § 5-9-30 with the power to remove municipal employees.” Town of Hollywood, 2005 WL 643877.

### Conclusion

A court would likely conclude that Georgetown’s City Ordinance § 2-85 is inconsistent with state law and “unnecessarily chills”<sup>5</sup> the mayor’s discretion. S.C. Code § 5-9-30 establishes that the “mayor shall be the chief administrative officer of the municipality,” and shall have the power to “appoint . . . suspend or remove all municipal employees.” Georgetown’s City Ordinance authorizing the council to approve appointments gives the council authority that it does not have under the mayor-council form of government. While the council has authority under S.C. Code § 5-9-40 to establish municipal departments, offices, and agencies, the council does not have authority to approve the mayor’s decisions regarding municipal employee appointments or dismissals. The mayor has sole authority to appoint or dismiss all municipal employees, except for the city administrator; therefore, the council’s approval authority is unnecessary and a court would likely conclude that such approval authority as provided in the ordinance is invalid.

Under title 5, chapter 9 of the South Carolina Code of Laws 1976, there is no indication that council

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<sup>3</sup> S.C. Code § 5-9-30 goes on to explain that the mayor “shall be responsible to the council for the administration of all city affairs.” Councils may have incorrectly interpreted this clause as giving the council approval power. However, it is the opinion of this Office that the clause is instructing the mayor that he shall operate within the processes determined by the council.

<sup>4</sup> In SC Dep’t of Labor, Licensing, & Regulation v. Town of Hollywood, the mayor appointed and the council approved an individual for the position of Town Planning and Zoning Administrator. The Town of Hollywood is organized under the mayor-council form of government. Even though the council does not have authority to approve, no issue was raised regarding the council’s ability to approve the appointment. The issue arose when the council attempted to terminate the individual’s employment. After speaking with the Municipal Association of South Carolina, this Office is aware that many councils exercise some sort of approval power; in other words, many councils operate under municipal ordinances that are in conflict with state law.

<sup>5</sup> Op. S.C. Atty. Gen., March 3, 2008 (discussion of State v. Pechilis, 273 S.C. 628, 258 S.E.2d 433 (1979) and State v. Green, 220 S.C. 315, 67 S.E.2d 509 (1951)).

Ms. Crosby  
Page 4  
March 30, 2010

alone may reinstate or hire an employee. Black's Law Dictionary defines "reinstate" as "to reinstall; to reestablish; to place again in a former state, condition, or office; to restore to a state or position from which the object or person has been removed." Black's Law Dictionary. As mentioned above, in the March 3, 2008 opinion, this Office found that there was no need for the mayor to consult the council for removal or suspension of an employee. Inherently within the power to remove or suspend is the power to reinstate. Since the mayor has exclusive authority to suspend – and therefore authority to reinstate – without consulting the council, then the council alone could not logically have the authority to reinstate an employee.

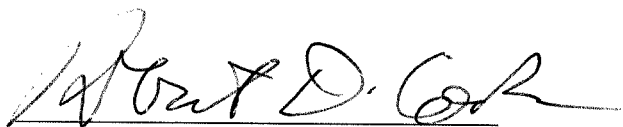
Sincerely,

Henry McMaster  
Attorney General



By: Leigha Blackwell  
Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook  
Deputy Attorney General



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

**ACTION ITEM**

<b>Council Meeting Date:</b>	December 11, 2025
<b>Department:</b>	Administration
<b>Issue Under Consideration:</b>	Motion to approve first reading of an ordinance authorizing a lease between the City of Georgetown and Winyah Hospitality, LLC for a portion of Queen Street and to authorize the City Administrator to execute the lease.
<b>Amount Requested:</b>	N/A
<b>In Current Budget?:</b>	N/A
<b>If not, please explain:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Points to Consider:</b>	Winyah Hospitality LLC has successfully completed the George Hotel and determined a need to utilize a portion of Queen Street from the intersection of Front Street for parking and property access. By providing this area designated for the hotel, it will support vehicle access to the hotel while leaving public parking space available on Front Street for residents and visitors.
<b>Options:</b>	Approve or Not Approve
<b>Staff Recommendation:</b>	

**Reviews:**

Scott Whittier	Created/Initiated	Approver
Scott Whittier	Approved	Approver
Elise Crosby	Approved	Approver
Scott Whittier	Approved	Approver
Stephanie Buccione	Final Approval	Approver

**Attachments:**

1. 12-02-25 QUEEN STREET enabling ordinance for lease
2. 12-02-25 Queen St lease

**AN ORDINANCE AUTHORIZING A LEASE BETWEEN THE CITY OF GEORGETOWN AND WINYAH HOSPITALITY, LLC FOR A PORTION OF QUEEN STREET**

**WHEREAS**, the City of Georgetown owns real property known as Queen Street; and

**WHEREAS**, Since 2018, the City Council of the City of Georgetown, has incentivized the development of what has become The George Hotel on Front Street; and

**WHEREAS**, Winyah Hospitality, LLC has successfully developed The George and determined it needs to utilize a portion of Queen Street from the intersection of Front Street to its terminus at the Sampit River (“portion of Queen Street”) and requests the City convey necessary access rights to this portion for parking and property access; and

**WHEREAS**, the City Council recognizes the need for parking in the Core Commercial District and supports vehicular access to the hotel property, while leaving public parking spaces available on Front Street for residents and visitors to access other businesses; and

**WHEREAS**, the City Council desires to enter into a lease agreement for The George’s use of that portion of Queen Street and the parties have agreed upon satisfactory terms for same; and,

**WHEREAS**, the City Council is authorized to lease and grant rights in public property in the city by ordinance of Council, §2-41(4)(8), City of Georgetown Code of Ordinances; and

**WHEREAS**, the Mayor and Council of the City of Georgetown find it is in the public interest to support access to the waterfront hotel and restaurant located at southeast end of Front Street in the city’s Core Commercial and Tax Increment Financing Districts, for economic development and to serve the needs of the city’s residents and visitors; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Georgetown, in Council duly assembled, as follows:

The City Council of the City of Georgetown authorizes the City Administrator to execute a Lease Agreement (Ex. A) for Queen Street from the intersection of Front Street southwest to its terminus at the Sampit River for one fifty (50) year term, commencing December 31, 2025, and expiring December 31, 2075.

Furthermore, that a copy of this Ordinance be attached to and maintained with Ex. A, attached and incorporated.

**PASSED** at City Council duly assembled this \_\_\_\_ day of December, 2025.

**ATTEST:**

\_\_\_\_\_  
Stephanie Buccione  
City Clerk

\_\_\_\_\_  
Carol Jayroe  
Mayor

First reading:

**APPROVED AS TO FORM**

Second reading:

\_\_\_\_\_  
Elise F. Crosby  
City Attorney

STATE OF SOUTH CAROLINA )  
 ) LEASE AGREEMENT  
COUNTY OF GEORGETOWN )

**LEASE AGREEMENT  
PORTION OF QUEEN STREET**

This Lease Agreement is made effective as of December 31, 2025, between the City of Georgetown, a municipal corporation (“City” or “Lessor”) and Winyah Hospitality, LLC (“Lessee.”)

This Lease is entered into between the parties to facilitate parking for and access to The George Hotel on Front Street in the City of Georgetown, in keeping with the City Council’s support for economic development and maintenance of the adjacent property as a first class hotel and restaurant in the Core Commercial District.

**SECTION ONE. LEASED PREMISES**

Lessor, for the consideration provided in this Lease, leases to Lessee, and Lessee leases from Lessor, that portion of Queen Street in the City of Georgetown extending from its intersection with Front Street to its terminus at the Sampit River.

**SECTION TWO. TERM AND TERMINATION**

The lease term will begin on December 31, 2025 (“Commencement Date”), and will terminate on December 31, 2075. Either party may terminate this lease with 90 days’ notice in writing, delivered by certified mail, to the other party.

**SECTION THREE. CONSIDERATION / RENT**

Lessee agrees to pay \$1 per annum in rent.

**SECTION FOUR. INSURANCE**

Lessee agrees to maintain general liability coverage for the premises in an amount not less than \$1,000,000.00 in the aggregate, for the duration of the Lease, naming the City as an additional insured. Lessee shall be responsible for maintaining appropriate coverage as desired to insure its property located on the premises.

**SECTION FIVE. INDEMNITY**

Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses incurred in connection with the use or misuse of the Premises

SECTION SIX. MAINTENANCE

Lessee shall maintain the Premises in good repair during the term of this Lease, leaving it free of any permanent structure above or under the ground or roadway, and upon expiration of the Lease, to return it to its condition as a paved public street.

SECTION SEVEN. GOVERNING LAW

This Lease shall be construed in accordance with the laws of the state of South Carolina.

SECTION EIGHT. AMENDMENT

This Lease may be modified or amended in writing, if approved by Ordinance of City Council and signed by the parties obligated hereunder.

SECTION NINE. SEVERABILITY

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WINYAH HOSPITALITY, LLC

By:

\_\_\_\_\_  
\_\_\_\_\_  
(print)

December \_\_, 2025

Address:

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

CITY OF GEORGETOWN

By:

\_\_\_\_\_  
Scott Whittier, City Administrator  
P.O. Box 939  
Georgetown, S.C. 29442

December \_\_, 2025



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

### ACTION ITEM

<b>Council Meeting Date:</b>	December 11, 2025
<b>Department:</b>	Administration
<b>Issue Under Consideration:</b>	Motion to approve first reading of an ordinance authorizing ratifying and amending the city's memorandum of understanding with regarding potential future public access to the Cannon Street Waterfront.
<b>Amount Requested:</b>	N/A
<b>In Current Budget?:</b>	N/A
<b>If not, please explain:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Points to Consider:</b>	On October 17, 2024, Mayor and Council authorized the City Administrator to move forward with a Memorandum of Understanding ("MOU") with Tarbox Court 1, LLC, Tarbox Court 2, LLC, and Tarbox Court 3, LLC (collectively "Tarbox") regarding a potential bulkhead and to secure future public access to any speculative future otherwise-private docks for public access to the Sampit River at the end of Cannon Street. Tarbox has proposed terms for fill necessary for any future bulkhead for which limited public property rights will most likely require a construction easement. This ordinance it to amend the MOU to ratify the parties' understanding should a future easement be proposed.
<b>Options:</b>	Approve or Not Approve
<b>Staff Recommendation:</b>	

**Reviews:**

Scott Whittier	Created/Initiated	Approver
Scott Whittier	Approved	Approver
Elise Crosby	Approved	Approver
Scott Whittier	Approved	Approver
Stephanie Buccione	Final Approval	Approver

**Attachments:**

1. 12-03-25 ordinance for amended MOU
2. MOU Torbox Court MOU fully executed November 2024
3. MOU.Tarbox Court.City of Georgetown.Redlined
4. MOU.Tarbox Court.City of Georgetown.CLEAN

**AN ORDINANCE AUTHORIZING RATIFYING AND AMENDING THE CITY'S  
MEMORANDUM OF UNDERSTANDING WITH REGARDING POTENTIAL FUTURE  
PUBLIC ACCESS TO THE CANNON STREET WATERFRONT**

**WHEREAS**, the City of Georgetown owns real property known as Cannon Street and riparian rights to the Sampit River adjacent thereto; and

**WHEREAS**, On October 17, 2024, Mayor and Council authorized the City Administrator to move forward with a Memorandum of Understanding ("MOU") with Tarbox Court 1, LLC, Tarbox Court 2, LLC, and Tarbox Court 3, LLC (collectively "Tarbox") regarding a potential bulkhead and to secure future public access to any speculative future otherwise-private docks for public access to the Sampit River at the terminus of Cannon Street at the river ("the property"); and

**WHEREAS**, The MOU contemplated future action by Tarbox, with all parties explicitly acknowledging no future legal rights in public property could be conveyed without ordinance of Council §2-41(4)(8), City of Georgetown Code of Ordinances; and

**WHEREAS**, Tarbox has applied for a state permit for a bulkhead at the property and it has come to the parties' attention that bulkhead work may necessitate fill and terms related thereto; and

**WHEREAS**, Neither party has prepared an easement with related terms, as contemplated by the MOU and requiring Council approval by ordinance, required to grant legal rights; however, Tarbox has proposed terms for fill necessary for any future bulkhead, for which limited public property rights will most likely require a construction easement; and

**WHEREAS**, the parties desire to amend the MOU by ordinance to ratify the parties' understanding of this updated requirement and certain terms to be included, should a future easement be proposed, in the public interest;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Georgetown, in Council duly assembled, as follows:

The City Council of the City of Georgetown ratifies the MOU executed November 6, 2024 (Ex. A) and authorizes the City Administrator to execute an Amendment to same with amended terms as shown in Ex. B, redline and clean.

Furthermore, that a copy of this Ordinance be attached to and maintained with Ex. A and Ex. B, attached and incorporated.

**PASSED** at City Council duly assembled this \_\_\_\_ day of December, 2025.

**ATTEST:**

\_\_\_\_\_  
Stephanie Buccione  
City Clerk

\_\_\_\_\_  
Carol Jayroe  
Mayor

First reading:

**APPROVED AS TO FORM**

Second reading:

\_\_\_\_\_  
Elise F. Crosby  
City Attorney

**MEMORANDUM OF UNDERSTANDING**

**Regarding Certain Anticipated Private Improvements along the Public Waterfront at Cannon Street, specifically the Installation of a Seawall and Dock**

THIS MEMORANDUM OF UNDERSTANDING (“*MOU*”) is made and entered into by and between the City of Georgetown, South Carolina (the “*City*”) and Tarbox Court 1, LLC, Tarbox Court 2, LLC, and Tarbox Court 3, LLC (collectively “*Tarbox*”) (together with the City, the “*Parties*”) and setting forth certain understandings between these Parties regarding a bulkhead/seawall structure and potential future docking/marina facilities.

**RECITALS**

A. The City is a municipal corporation located in Georgetown County, South Carolina and as such possesses all general powers granted by the Constitution and laws of the State of South Carolina to such public entities, and having ownership and/or control over real property in the city adjacent to property of Tarbox. The purpose of this MOU is to facilitate the City’s public purpose goal of increasing public access to the Sampit River and while outlining parameters for Tarbox to improve and utilize this area.

B. Tarbox owns four (4) parcels along the waterfront on Front Street in the City.

C. Tarbox desires to install a bulkhead/seawall structure at Tarbox expense, along the Sampit River frontage at the end of Cannon Street, shown on Exhibit A, and to bring fill into same, to bring the base elevation to eight (8’) feet, which would cross an area of Cannon Street. Furthermore, Tarbox desires to install a wood or composite dock including day dock, overnight dockage, finger pier(s), and walkways extending into the Sampit River, still in the conceptual planning stage, utilizing portions of Cannon Street in said plans. The parties acknowledge such plans may be subject to future zoning and design review and/or City Council approval.

D. The Parties freely and voluntarily desire to enter into this MOU to memorialize the parties’ mutual understanding of terms acceptable to both, acknowledging no such agreement made on behalf of the City is valid and enforceable without approval of the City Council of the City of Georgetown.

NOW, THEREFORE, for good and valuable consideration and subject to the contingencies hereinbelow, the parties covenant and agree as follows:

**SUMMARY OF TERMS**

**I. Bulkhead**

The City will not object to the construction of the bulkhead utilizing Fill, as described on Exhibit A and as approved by OCRM Critical Area Permit. Construction, maintenance, repairs, and collateral impacts including but not limited to stormwater/ water quality are the sole responsibility of Tarbox. Tarbox agrees to obtain and maintain liability insurance name the City as an additional insured and indemnity and hold harmless the City for all liability for damages

related to construction, maintenance, or use of the bulkhead, to include the addition of Fill as described hereinbelow.

## **II. Fill**

The City will not object to the delivery of fill to the site to bring the base elevation to eight (8') feet.

## **III. Dock**

As of the Effective Date of this MOU, Tarbox has not completed plans for a dock, as described above. It is the parties' express intent that any dock proposed to extend from the end of Cannon Street or be sited in any part within the waterways, lands, or riparian rights of the City be constructed subject to a Lease Agreement, subject to the approval of the Mayor and City Council of the City of Georgetown. The parties acknowledge and agree any such Lease will include a term for Tarbox's provision for public access and public day dock space, and plans for any dock shall be shared with the City. If any such Lease is granted, the City agrees to cooperate to facilitate Tarbox's permit application processes, with Tarbox acknowledging its obtaining all required local, state, and federal permits shall be Tarbox's sole responsibility. It is anticipated the marina structure be located in the Sampit River and Sampit riverbank within the vicinity of TMS Number \_\_\_\_\_ and in the river adjacent to Cannon Street, with connectivity to Cannon Street for pedestrian access, but Tarbox may elect to shift same based on permitting and other matters.

## **IV. Access Easement**

The City agrees to seek City Council approval to grant, execute, and record a thirty (30) year non-exclusive Easement for the benefit of Tarbox, such that Tarbox shall have access over the area shown on Exhibit A to maintain and repair said bulkhead.

## **V. Corporate Action and Contingencies**

Each Party has authority to execute this MOU individually or by necessary corporate municipal action.

Acknowledging the City is a public municipal corporation subject to laws of the State of South Carolina and the City of Georgetown Code of Ordinances, no grant of rights in public property can occur except by ordinance of the City Council. The City agrees to use best efforts to seek such approval, for the mutual benefit of the Parties.

**VI. Term and Termination**

This MOU shall continue in effect until the earlier of: (1) the termination of this MOU by providing thirty (30) days written notice to the other party; or (2) the recording of the Easements and/or executing of Lease Agreements as described hereinabove.

**VII. Notice**

Any and all notices required under the terms of this MOU shall be in writing and shall be delivered in person or by U.S. Mail, postage prepaid to the Parties as follows:

City of Georgetown  
Attn: City Administrator  
P.O. Box 939  
Georgetown, SC 29442

With email copies to:  
Scott Whittier [swhittier@georgetownsc.gov](mailto:swhittier@georgetownsc.gov)  
Elise F. Crosby, Esq. [ecrosby@crosbyfirm.com](mailto:ecrosby@crosbyfirm.com)

Tarbox Court 1, LLC  
3320 U.S. Highway 17 Business South  
Murrells Inlet, SC 29576

**VIII. Amendment**

This MOU may be amended only by a written agreement executed by the Parties.

**IX. Execution of MOU**

This MOU may be signed by the Parties in one or more counterparts, which taken together shall constitute one and the same instrument. Signature pages may be exchanged electronically in PDF form, and any such signatures reflected therein shall have the same force and effect as original signatures.

I, the undersigned representative of the City, DO HEREBY AGREE to the provisions of the foregoing MOU and shall adhere to its provisions to the extent practicable.

CITY OF GEORGETOWN, SOUTH CAROLINA

BY: Scott J. W. Pitt

TITLE: City Administrator

DATE: 10-24-2024

Attest

Stephanie Buccione  
City Clerk

I, the undersigned, DO HEREBY AGREE to the provisions of the foregoing MOU and shall adhere to its provisions to the extent practicable.

TARBOX COURT 1, LLC

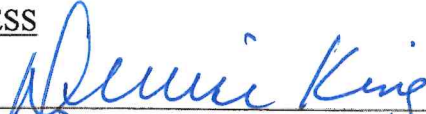
BY: 

Edward F. Hucks

TITLE: Member

DATE: 11/6/24

WITNESS

BY: 

NAME Denise King

DATE: 11/6/24

TARBOX COURT 2, LLC

BY: 

Edward F. Hucks

TITLE: member

DATE: 11/6/24


WITNESS

BY: 

NAME Denise King

DATE: 11/6/24


TARBOX COURT 3, LLC

BY:   
Edward F. Hucks

TITLE: member

DATE: 11/6/24

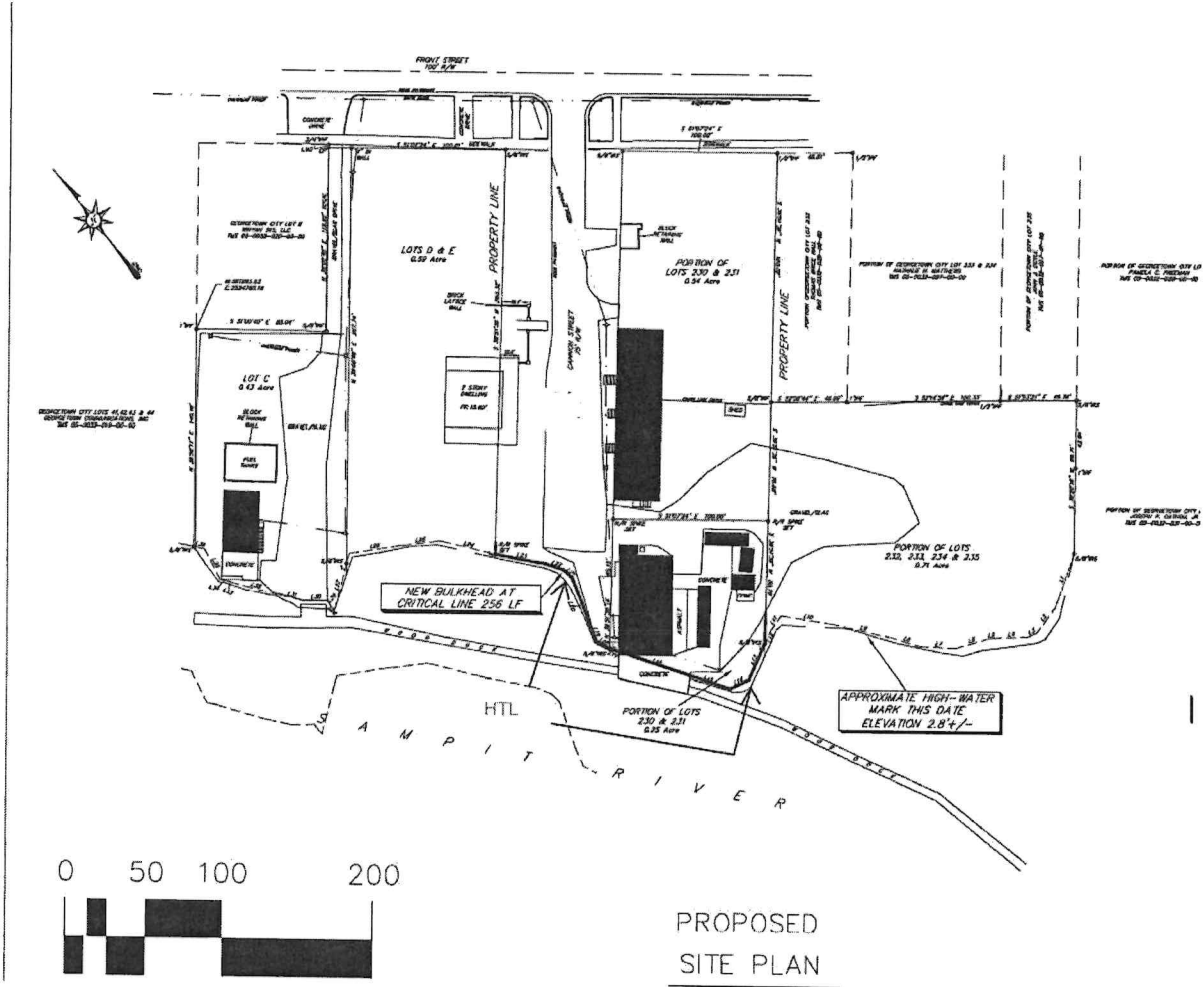
WITNESS

BY: 

NAME Denise King

DATE: 11/6/24

Exhibit A



TMS# 05-0032-021-00-00

## Ex. B

### **MEMORANDUM OF UNDERSTANDING**

#### **Regarding Certain Anticipated Private Improvements along the Public Waterfront at Cannon Street, specifically the Installation of a Seawall and Dock**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made and entered into by and between the City of Georgetown, South Carolina (the “**City**”) and Tarbox Court 1, LLC, Tarbox Court 2, LLC, and Tarbox Court 3, LLC (collectively “**Tarbox**”) (together with the City, the “**Parties**”) and setting forth certain understandings between these Parties regarding a bulkhead/seawall structure and potential future docking/marina facilities.

### **RECITALS**

A. The City is a municipal corporation located in Georgetown County, South Carolina and as such possesses all general powers granted by the Constitution and laws of the State of South Carolina to such public entities, and having ownership and/or control over real property in the city adjacent to property of Tarbox, specifically the river end of Cannon Street. The purpose of this MOU is to facilitate the City’s public purpose goal of increasing public access to the Sampit River and while outlining parameters for Tarbox to improve and utilize this area.

B. Tarbox owns four (4) parcels along the waterfront on Front Street in the City.

C. Tarbox desires to install a bulkhead/seawall structure at Tarbox expense, along the Sampit River frontage at the end of Cannon Street, shown on Exhibit A, and to bring fill into same, to bring the base elevation to eight (8’) feet, which would cross an area of Cannon Street. Furthermore, Tarbox desires to install a wood or composite dock including day dock, overnight dockage, finger pier(s), and walkways extending into the Sampit River, still in the conceptual planning stage, utilizing portions of Cannon Street in said plans. The parties acknowledge such plans may be subject to future zoning and design review and/or City Council approval.

D. The Parties freely and voluntarily desire to enter into this MOU to memorialize the parties’ mutual understanding of terms acceptable to both, acknowledging no such agreement made on behalf of the City is valid and enforceable without approval of the City Council of the City of Georgetown.

NOW, THEREFORE, for good and valuable consideration and subject to the contingencies hereinbelow, the parties covenant and agree as follows:

### **SUMMARY OF TERMS**

#### **I. Bulkhead**

The City will not object to the construction of the bulkhead utilizing Fill, as described on Exhibit A and as approved by OCRM Critical Area Permit. Construction, maintenance, repairs, and collateral impacts including but not limited to stormwater/ water quality are the sole responsibility of Tarbox. Tarbox agrees to obtain and maintain liability insurance name the City as an additional insured and indemnity and hold harmless the City for all liability for damages

related to construction, maintenance, or use of the bulkhead, to include the addition of Fill as described hereinbelow.

**II. Fill**

The City will not object to the delivery of fill to the site to bring the base elevation to eight (8') feet.

**III. Dock**

As of the Effective Date of this MOU, Tarbox has not completed plans for a dock, as described above. It is the parties' express intent that any dock proposed to extend from the end of Cannon Street or be sited in any part within the waterways, lands, or riparian rights of the City be constructed subject to a Lease Agreement, subject to the approval of the Mayor and City Council of the City of Georgetown. The parties acknowledge and agree any such Lease will include a term for Tarbox's provision for public access and public day dock space, and plans for any dock shall be shared with the City. If any such Lease is granted, the City agrees to cooperate to facilitate Tarbox's permit application processes, with Tarbox acknowledging its obtaining all required local, state, and federal permits shall be Tarbox's sole responsibility. It is anticipated the marina structure be located in the Sampit River and Sampit riverbank within the vicinity of TMS Number \_\_\_\_\_ and in the river adjacent to Cannon Street, with connectivity to Cannon Street for pedestrian access, but Tarbox may elect to shift same based on permitting and other matters.

**IV. Access Easement**

The City agrees to seek City Council approval to grant, execute, and record a thirty (30) year non-exclusive Easement for the benefit of Tarbox, such that Tarbox shall have access over the area shown on Exhibit A to maintain and repair said bulkhead **on public property. Such an easement, if approved, would not impede public works projects to include but not be limited to stormwater improvement projects in the Historic District Stormwater Management Plan, and bulkhead penetration or alteration as necessary for drainage or other improvements.**

**V. Corporate Action and Contingencies**

Each Party has authority to execute this MOU individually or by necessary corporate municipal action.

Acknowledging the City is a public municipal corporation subject to laws of the State of South Carolina and the City of Georgetown Code of Ordinances, no grant of rights in public property can occur except by ordinance of the City Council. The City agrees to use best efforts to seek such approval, for the mutual benefit of the Parties. **The parties acknowledge nothing in the MOU can or does bind City Council to any future action by vote.**

**VI. Term and Termination**

This MOU shall continue in effect until ~~the earlier of: (1) the termination of this MOU by providing thirty (30) days written notice to the other party; or (2)~~ the recording of the Easements and/or executing of Lease Agreements as described hereinabove.

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Tarbox Court 1, LLC  
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**VIII. Amendment**

This MOU may be amended only by a written agreement executed by the Parties.

**IX. Execution of MOU**

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**X. Cannon Street Public Access and Beautification Area**

The Parties acknowledge that, upon completion of the new bulkhead, the area between the terminus of Cannon Street and the bulkhead may remain at a lower elevation than surrounding grades.

Tarbox Court, LLC proposes, at its sole cost and expense, and subject to all applicable permits and approval from the city, to place suitable fill within this area and achieve proper drainage and create an improved, elevated grade for beautification and resiliency purposes.

Tarbox further proposes to provide additional public benefit landscape and beautify the filled area with turf, brick pavers, native plantings, benches, a **public walkway** and possibly a small park, based on land constriction, that will provide **safe pedestrian access** from Cannon Street to **future docks agreed upon for public use** along the Sampit River in the ratio of the linear footage of the Tarbox docks to the City's linear footage of Cannon Street to the total water frontage, with approval from the city.

All design, permitting, and construction shall be completed at no cost to the City. The City shall retain the right to review and approve the final design to ensure consistency with the City's waterfront standards, architectural review guidelines, and public-access objectives.

The Parties agree to coordinate the timing of this work with the bulkhead construction to maintain public safety and minimize disruption.

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Tarbox agrees, for itself and its successors and assigns, to maintain, repair and replace all of the infrastructure contemplated hereby.

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Any dispute hereunder shall be required to go before a mediation prior to any litigation regarding this Agreement, with exception of an action for emergency injunction.

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I, the undersigned representative of the City, DO HEREBY AGREE to the provisions of the foregoing MOU and shall adhere to its provisions to the extent practicable.

CITY OF GEORGETOWN, SOUTH CAROLINA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest

\_\_\_\_\_  
City Clerk

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TARBOX COURT 1, LLC

BY: \_\_\_\_\_  
Edward F. Hucks

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS

BY: \_\_\_\_\_

NAME \_\_\_\_\_

DATE: \_\_\_\_\_

TARBOX COURT 2, LLC

BY: \_\_\_\_\_  
Edward F. Hucks

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS

BY: \_\_\_\_\_

NAME \_\_\_\_\_

DATE: \_\_\_\_\_

TARBOX COURT 3, LLC

BY: \_\_\_\_\_  
Edward F. Hucks

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

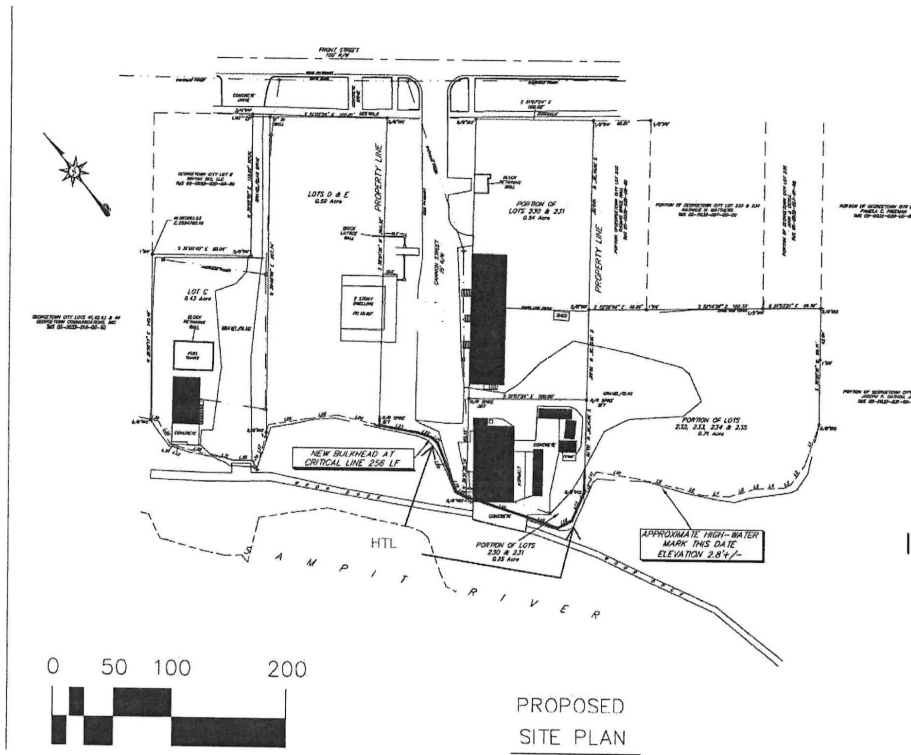
WITNESS

BY: \_\_\_\_\_

NAME \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit A



TMS# 05-0032-021-00-00

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Elise F. Crosby, Esq. [ecrosby@crosbyfirm.com](mailto:ecrosby@crosbyfirm.com)

Tarbox Court 1, LLC  
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CITY OF GEORGETOWN, SOUTH CAROLINA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attest

\_\_\_\_\_  
City Clerk

I, the undersigned, DO HEREBY AGREE to the provisions of the foregoing MOU and shall adhere to its provisions to the extent practicable.

TARBOX COURT 1, LLC

BY: \_\_\_\_\_  
Edward F. Hucks

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS

BY: \_\_\_\_\_

NAME \_\_\_\_\_

DATE: \_\_\_\_\_

TARBOX COURT 2, LLC

BY: \_\_\_\_\_  
Edward F. Hucks

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS

BY: \_\_\_\_\_

NAME \_\_\_\_\_

DATE: \_\_\_\_\_

TARBOX COURT 3, LLC

BY: \_\_\_\_\_  
Edward F. Hucks

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

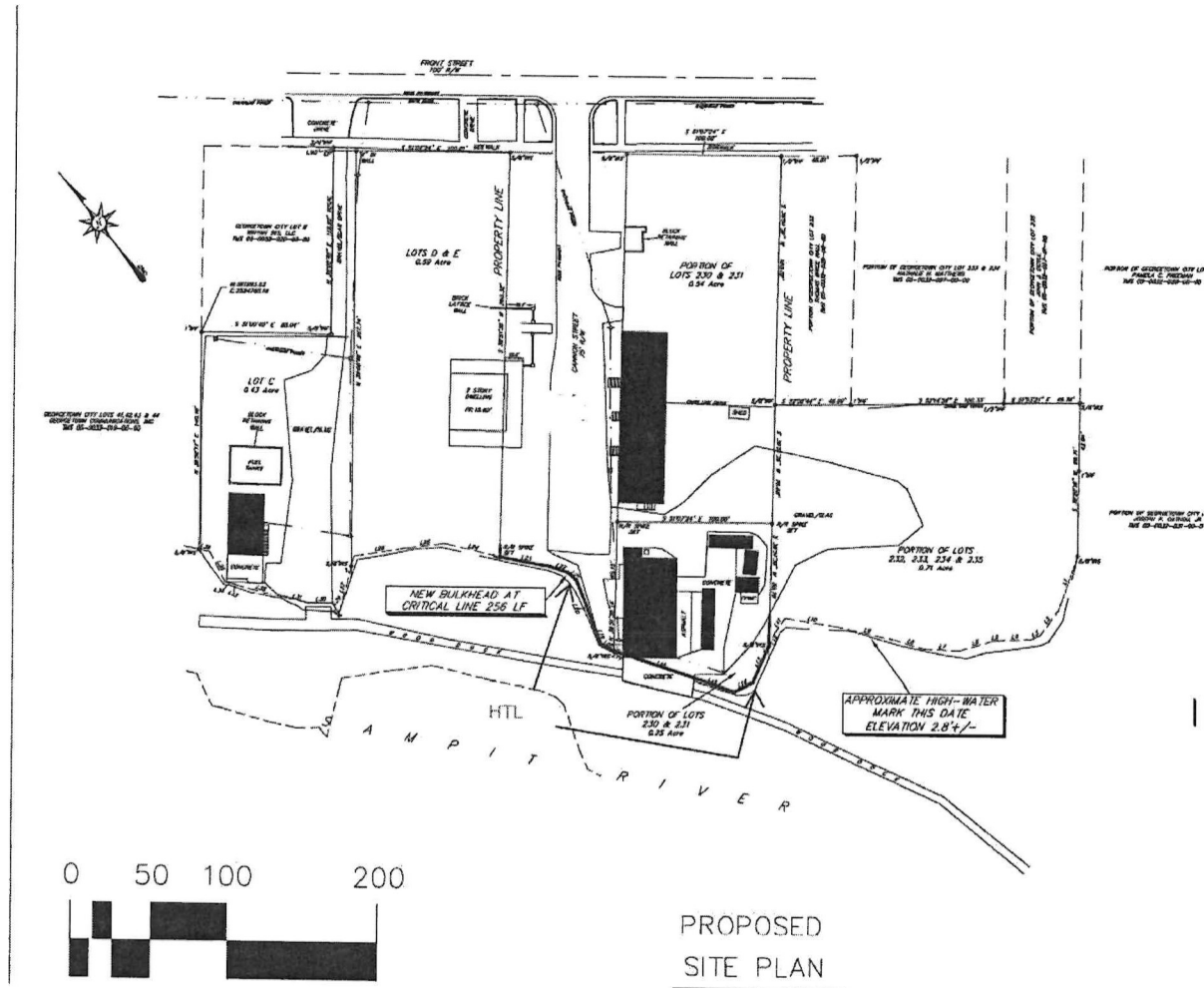
WITNESS

BY: \_\_\_\_\_

NAME \_\_\_\_\_

DATE: \_\_\_\_\_

Exhibit A



TMS# 05-0032-021-00-00