



TOWN OF PAWLEYS ISLAND TOWN COUNCIL REGULAR MEETING MINUTES

Town Hall – Conference Room | 323 Myrtle Ave | Pawleys Island SC 29585
9-11-2023 – 5:00 pm

PRESENT: Mayor Brian Henry, Guerry Green, Ashley Carter, Sarah Zimmerman, Rocky Holliday

ABSENT: None

STAFF PRESENT: Daniel Newquist (Town Administrator), Mike Fanning (Chief of Police), Daniel O'Hara (Town Clerk)

ADDITIONAL PRESENT: Ross Durant (Town Attorney)

1. CALL TO ORDER

- A. Mayor Henry confirmed that a quorum was present and called the meeting to order at 5:01 PM.

2. PUBLIC COMMENTS

- A. Barry Stanton
 - i. Daniel Newquist read aloud an email from Mr. Stanton for 3 minutes. Mr. Stanton's full submission is attached below. **See below.**

3. PUBLIC HEARING

- A. Ordinance 23-07: Amendment of Code of Ordinances, Uniform Development Code: Article III, Nuisances
- B. Howard Bond
 - i. Daniel Newquist read aloud an email from Mr. Bond for 3 minutes. Mr. Bond's full submission is attached below. **See below.**
- C. Bert Mills
 - i. Daniel Newquist read aloud an email from Mr. Mills for 3 minutes. Mr. Mills' full submission is attached below. **See below.**

4. APPROVAL OF MINUTES

- A. 08-14-2023 Regular Meeting
 - i. **Mayor Henry asked for a motion to approve or amend the 8-14-2023 Town Council minutes. Ashley Carter motioned to approve the minutes. Rocky Holliday seconded the motion. No further discussion. All voted in favor.**

5. REPORTS AND UPDATES

- A. Police Report
 - i. Chief Fanning noted that it was a typical August, sharing that there was one assault but besides that incident, activity on the Island has started to decrease. He added that while Labor Day weekend was busy on the island, there were no issues to speak of.
- B. Building Report

- i. Mr. Newquist shared that there were seven permits issued during the month. He added that he does anticipate a fairly busy Fall as a result of the recent ARB meeting where three new construction proposals were reviewed.

C. Financial Report

- i. Mr. Newquist noted that he has planned some internal staff meetings in the coming weeks to discuss the upcoming 2024 budget. He added that it is helpful to have the audit completed and in October he will be able to brief the Town Council to begin preparing for the 2024 budget process. Daniel O'Hara noted one error regarding the Special Events in the report was last month's figure. He then pointed out the correct figure in the financial statements. Mr. O'Hara then reviewed the Financial Report.

6. BUSINESS

A. Second Reading: Ordinance 23-07: Amendment of Code of Ordinances, Article III, Nuisances

- i. Daniel Newquist referenced the discussion at the previous meeting and noted that the ordinance mirrors State law requirements for these situations. Mayor Henry emphasized that the particular ordinance not only mirrors State law but was adopted by another municipality in the State. Mr. Newquist confirmed that the Town of Newberry adopted the ordinance. Rocky Holliday referred to the two public comments received via email, he noted that they were reasonable and articulate, and expressed concerns that were not crazy. Mr. Holliday stated that something could be done to resolve those concerns without much effort. He added that the ability to enter without notice or identification seems like a reasonable concern. Mr. Holliday also addressed the concerns of having a single voice responsible for these types of decisions, mentioning that it could be Council approval. Sarah Zimmerman stated that potentially the ARB or ZBA could oversee the decision. Mrs. Zimmerman asked Ross Durant to provide his input. Mr. Durant noted that a lot of the comments seemed aimed at the added language, instead of reviewing the governing statute as a whole. Mr. Durant emphasized that the amendment to the ordinance outlines privileges that will be used as a last resort and not without due notice or conversation with the property owners. Mayor Henry reviewed four major complaints from the two comments submitted to the Town Council. He stated that the Town could add language to address concerns regarding the request of entry, mentioning the addition of a set timeline for the process with several notices to the property owner. Mayor Henry proposed to include all four methods as options of determining the cost of real property, not just Georgetown County's Tax Assessed value. He stated that the added language about the removal of

dead or dying trees could be removed. He continued to question whether requiring property owners and residents to trim hedges and bushes was necessary. Chief Fanning shared that he has previously had to request residents trim vegetation due to potential road and traffic sign obstructions. Mayor Henry stated that the responsibility of the Town Administrator could be transitioned to the Town Council or another board to make determinations and not just one individual. **Guerry Green motioned to redraft the ordinance and present the new version at the next meeting. Rocky Holliday seconded the motion. All voted in favor.** Mayor Henry provided an update on the Tyson House; he shared that the family has hired a real estate consultant to work on their behalf. He added that Daniel Newquist has already been in contact with them reviewing the options the family has. Daniel Newquist said he would update the Town Council with any developments.

B. Hurricane Ian Update

- i. Daniel Newquist shared that once the sea turtle hatchings were completed Coastal Transplants would be returning to the Island to complete the sand fencing and dune planting the project. He also noted that they would be coming back to do a second fertilization and would update property owners when that occurs. Mr. Newquist informed the Town Council that the Mobi-Mat was installed at the First Street access and has already received positive feedback. He finished by noting that all of the FEMA-requested funds have been obligated or reimbursed, he added that he would be applying for reimbursement for administrative staff time and will update the Town Council about that progress.

C. Comprehensive Plan Update

- i. Mr. Newquist presented the draft comprehensive plan to the Town Council, he noted at the recent Planning Commission meeting they voted unanimously to recommend the plan to the Town Council for approval. He added that the plan was currently in a thirty (30) day public notice period and the public is welcome to submit comments for review which ends October 7th. Sarah Zimmerman provided initial comments on verifying the number of parking spaces noted in the plan. She mentioned that the map that depicts parking availability should include the road parking areas designated for beach parking.

D. Recycling and Solid Waste Discussion

- i. Mayor Henry shared that he and several others took a recent trip to the Georgetown County landfill. He noted that the main problem they are experiencing is finding labor to sort the recycling. Mayor Henry proposed creating a committee to address the issue. Guerry Green suggested that it should address one type of material such as water bottles. The Town

Council decided to look into how to re-address the trash removal process at the Beach Access points and how to start recycling on the Island.

E. North Jetty Study Update

- i. Mr. Newquist provided an update that the North End Jetty report should be completed by the end of the year.

F. Creek Dredging Discussion

- i. Mayor Henry stated that there have been several complaints received by the Town regarding the siltation of the Creek South of the Birds Nest area. He recognized the issue and that there may be some difficulties with the current pending litigation with Prince George. Town Council requested staff to review and follow up on a previously submitted CSE proposal for a Creek Dredging Study.

G. Beach Vitex

- i. Mr. Newquist shared that there have been several confirmed sightings of Beach Vitex on the Island. He added that he plans to discuss options with Coastal Transplants for removing it from the Island. Mr. Newquist also mentioned the possibility of doing some public outreach about the invasive plant species.

7. COMMENTS BY COUNCIL MEMBERS

- A. Ashley Carter expressed concerns with the current status of the Tyson House and that it has been an issue for the past two years. Mayor Henry noted that it had been an issue for longer than 2 years and that the Town Council was currently doing everything it could to try and fix the issue.
- B. Mr. Green addressed the comments made by Mr. Stanton regarding his participation in the 8-14-2023 Town Council Meeting. Mr. Green mentioned that he asked Mr. Stanton to come and have a discussion to try and mend the situation. Mr. Green stated that he hoped that Mr. Stanton would try to come and discuss how to resolve the current situation rather than write twenty-two pages worth of comments. He added that Mr. Stanton requested that the Town Attorney allow the Town Council to speak with him. Mr. Green stated we should look into the possibility of that so that we can sit down and talk with him. Mr. Green shared that he does not appreciate comments aimed at himself and the rest of the Town Council.

8. ADJOURNMENT

Mayor Henry asked for a motion to adjourn the meeting. Rocky Holliday motioned to adjourn. Ashley Carter seconded the motion. All approved.

APPROVED

ATTEST

DATE

DATE

**Barry Stanton's Public Comments for
Town of Pawleys Island Town Council Meeting, September 11, 2023**

Mssrs. Henry, Holliday, Green and Carter, and Ms. Zimmerman, for the sake of me as a property owner and constituent, and for the sake of all owners, especially those on the south end, please address and confirm in your meeting that in your August 14, 2023 meeting, you have completely resolved your four-and-a half-year easement crisis.

Namely, it is my understanding from your August 14 meeting and the August 17 report of the Coastal Observer, that after four and a half years, **you now request an easement that “would only allow access for construction and maintenance of the renourished beach.”** Please do confirm this in your minutes, and in writing to me, if possible.

If this is the case, we have very little problem to work out.

First, I want to commend you on this breakthrough, and your skillful questioning of the Corps' representative you invited to your meeting to speak and confirm the dramatic change in the limits of the easement you now seek.

This is relieving and profoundly exciting news. It merits a loud, clear, island-wide announcement, rather than mere garbled, recyclable mutterings in your meeting minutes. I will be willing to sponsor a party and a parade float when we get this wrapped up and you will all be invited warmly.

The Coastal Observer understood your August 14 meeting to be a statement that **you no longer request an easement with public access to my property**, and reported this uncritically on August 17, without the slightest hint of skepticism or correction about what was presented in your meeting. The paper specifically noted on Sept. 7, in fact, that the owners “have argued” in court that the easements you have previously sought “would allow public access on private property.” In that, as you know, this is not simply something “argued,” but the final, unappealed 2021 ruling of the court, the change in what you seek is a major breakthrough.

Your actual proposed written minutes appear a bit tortured to not convey this as clearly. So you may want to look at them carefully before voting to adopt them as accurately stating what was actually said. You may even want to review the video you have for the meeting.

Your minutes read almost like Mr, Green understood the three landowners' four and a half years of objections to have been limited simply to a concern over how often the Corps itself might enter the property.

It would be preposterous for him to be wasting time and creating confusion and distraction by only asking about such a nonissue. That is, he would have to have had his head in the sand for four and a half years to have such a simplistic misconception of what is at issue, so you may want to correct your minutes for his sake.

I will provide you an easement which **“would only allow access for construction and maintenance of the renourished beach”** and feel sure the other two owners will, too.

It is hard to express what a great relief it is that your four and a half years of torture of three civic-minded landowners is now at an end, and we can now all work together. The three landowners have lost a valuable time in their lives and property at your hands, but should be able to move forward. It has been a personal affront to be sued twice on a false basis and to be lied about to our friends and neighbors for years now, but I am sure there is some basis on which we can put it behind us. Finally, there is a resolution.

You have caused these owners thousands of dollars in expense, and have caused much stress and loss of enjoyment, but since this is over, we may just be able to chalk up the gray hairs, the ruined vacations, the missed funerals and medical appointments, the thousands of dollars in legal expense, etc. Even better, there will now be not even a remote chance that you will have to spend several million dollars in additional town money purchasing the easements.

I hope my enthusiasm at your August 14 confirmation of the change in the easement you now request does not get the best of me.

But it is our primary concern that the titles to our own properties not be ruined and that this ordeal be over. If this is resolved, we therefore do not require that you come clean and let the rest of the island know what you have really done, especially the 110 south end owners whose titles you have already ruined, which will not be repaired by the change you announce August 14 regarding the new limits of the remaining easements you seek.

That is, we do not require that you abandon and release the easements you obtained from those other 110 owners, and substitute a simple sand easement identical to the one you now announce on August 14 is all that you request from us.

In the absence of the foregoing measure, the other ruined titles and public access on those lands will adversely affect us, but not nearly as much as it will the owners of those lands. They are on their own. We don't even need to think about federal criminal laws, qui tam actions, and the like.

In a similar vein, getting into bed with the Corps is an abdication of your decisionmaking ability on the south end, a surrender and freeze of your ability independently to engage in disaster preparedness and recovery on the south end, and a gift of the entire town's checkbook and future to the Corps. I have previously written to you about this in detail and it is in the minutes of your earlier meetings. It is dangerous and irresponsible.

Worse, the Corps is notorious for vacillation, deal-changing, overkill, botched projects, delay, and callous disregard of the consequences of its action and inaction. Although it is a grave mistake to federalize the south end in this manner, if you are hell-bent on doing so without studying or, even reading, the terms you are entering into, we will not block it as long as all you want from us is, as Ms. Zimmerman falsely said on May 18, 2020 when deciding to sue us, "an easement simply to put sand on the beach."

Before this recent dramatic turnabout in the easement you have actually been requesting for the last four and a half years, I had begun to prepare some information to let you know what you already know after four and a half years. It was about who is responsible for misrepresentation, delay, inaction and misdirection, what our reasonable objections have been, what the dangers are, what we have been through, illegal and nefarious aspects of the arrangement you seek, etc.

But I assume that you will confirm in your Sept. 11 meeting that you have now resolved the impasse by confirming on August 14 that you have changed what you seek to **an easement that "would only allow access for construction and maintenance of the renourished beach."** Namely, please confirm that you **no longer seek public access to my property.**

The information I have prepared would still be useful. It will serve as an archive in case you do want to go back and address some of the avoided issues that would

remain. Additionally, the information is important in making sure you fully understand what you have been doing and not doing for the last four and a half years, and making sure that you and all owners understand our reasonable and patient position in the matter.

What matters about an easement is not that you call it is an “easement,” but what the terms of the easement are.

You, not the three landowners, were responsible for having decided to subject only the south end oceanfront property owners to easements with rotten terms unlike what you have changed to request on August 14, 2023.

You, not the three landowners, misrepresented those rotten easements for over four years as being what you now announce on August 14 that you will accept. You, not the three landowners, commenced two sets of baseless, failed litigation seeking the rotten easements, but pretending the easements were only for sand.

You, not the three landowners, failed to lift a finger to make a proposal to resolve the matter honestly until this August 14, 2023 breakthrough. It is you who have squandered all the time that has passed. Now, however, on August 14, you have resolved the primary controversy, by finally changing what you seek to be **an easement that “would only allow access for construction and maintenance of the renourished beach.”** Good for you. Better late than never. But wherever the delay up to now has put you rests on your shoulders.

For four and a half years, you publicly lamented being unable to obtain three “easements,” while you falsely publicly represented that the public access easements you sought were only for more sand and not for general public access.

The easements, rather, explicitly provided for general public access to and use of private property. We are thankful that this fraud is now at an end and that you have even enlisted a new dude from the Corps to publicly confirm by Zoom on August 14 that a “sand-work only” easement is also fine with the Corps. That is outstanding!

During the last four and a half years, you similarly misrepresented that the easements contained no other provisions which were unreasonable in scope. The easements themselves were never sent to other owners on the island, because you sought to foist them only on oceanfront south end owners.

You have concealed from other owners that you long ago failed in your two tries to get a judicial solution through misrepresentation.

You misrepresented to other owners that you had also been trying to resolve the matter another way, when you had done nothing to make any sort of proposal or attempt a mediation. Strangely, your August 14 minutes contain false mutterings about whether “the request” for more agreeable language in the easement “was denied by the Army Corps” or “if the edits were rejected by” the three landowners.

What request? Let me set you straight. This is all continued prevarication. There has been no “request” by the council to the Corps for a change in easement language unless one was granted by the new Corps dude participating by Zoom in the August 14 meeting. There were no “edits” made or proposed by the council to the three landowners. You have made no tweaks and have sent no proposal whatsoever before this spontaneous August 14 breakthrough was announced.

On the other hand, the landowners have offered to sit down with the council or any of them and have offered several different types of solutions. The council has squandered these opportunities, never making or advocating for any proposal of its own or providing edits of any sort to the landowners. The council only responded in June 2022 through its lawyer to the landowners’ February 2021 proposal to the council’s lawyer. In June 2022, the council only asked for another proposal. To my knowledge, the council has never argued for any change whatsoever in the previous rotten easement. The landowners had made proposals in 2019 and 2020, made a different species of proposal in February 2021, and made a still different species of proposal in March and July of 2023. The August 14 announcement is a welcome end.

For four and a half years, you assumed that island owners and the press were uninvolved or trusting enough to believe your misrepresentations that the easements did not explicitly provide for perpetual public access to my land. 90% of owners live out of town. The gullibility of those appointed by you and close to you is harder to account for.

The things actually said in the August 14 meeting indicate that the council makes its decisions without ever reading the thing it is acting upon, and this includes suing for easements, publishing statements about dissenting owners and entering and funding long-term, multimillion-dollar commitments with town money.

The council has spent well over \$100,000 in town money to engage unsuccessfully in twelve lawsuits concerning the unreasonably requested easements.

These suits essentially consisted of the council suing the three landowners to try to take easements for public access while claiming to the court that the easements were not for public access.

The council was countersued by the landowners under the required procedure, and council then sued the three landowners again while the first six suits were pending and was then countersued by the landowners again. Each time, the landowners sought to have the unreasonable requests for perpetual public access easements at their doorsteps ended.

The council lost. Among other things, the court ruled that of course the easements were for public access, because they stated they were for "public access and use." The issue was not how often sand work could or would be done. The council lost the first six suits and tried to withdraw its second set of three suits against the landowners. The landowners wanted to persist in their second set of three challenges to what the town council was trying to do because the council stated it was going to sue the owners a **third** time.

The town council has done absolutely nothing for four and a half years except file false lawsuits, which it lost long ago, and make false public representations as to the aspects of the matter.

The judge's order dismissing the town council's first suits found that the May 18, 2020 council meeting authorizing the council's first suits recited false information, that the June 6, 2020 appraisals the council used in all its six suits were based on false information as to the scope of the requested easement, and that the June 9, 2020 condemnation pleadings served on the landowners contained false allegations and false certifications. The Corps was aware of this and has been aware of it for years now.

To assist your new personnel coming in as turnovers continue, and to help you in managing a record of the truth about pending matters, I have prepared some questions and answers for you recapping some of the above and providing a guide to other information. Among other things, these will address:

(i) the true scope of the “requested” easements only for Corps of Engineers participation on the south end of Pawleys, who is affected, and why it is reasonable to be concerned;

(ii) the truth about the historical cooperation of the three landowners the town falsely accuses of not cooperating;

(iii) the truth about the abject failure of the town council, you, to timely do anything to resolve the matter for over four years;

(iv) the real reasons for delay; and

(v) the illegitimate relationship you have with the Corps of Engineers.

Q: Did the council really invite a Corps of Engineers representative to join the council’s Aug. 14, 2023 meeting and state, after all this time, that the south-end easements the council requests are **limited to activities related to sand placement**?

A: Apparently so. In its August 17 article, “Corps looks at 2025 for Ian repairs,” the Coastal Observer reported that one Dudley Patrick from the Corps of Engineers, “**confirmed for Council Member Guerry Green that the easements from the property owners would only allow access for construction and maintenance of the renourished beach.**”

Q: Who is Dudley Patrick?

A: A seemingly new face and name from the Corps. He is not one of the names involved in the last four and a half years of torture, such as Livasy, Robbins, Hinely, Steinbeiser, Honderd, Johannes, etc.

Mr. Patrick reportedly explained that he has not read the requested easements or dealt with that aspect much in his facet of work with the Corps. This set the stage for council hastening to ask his advice as to the required scope of the easements he knew nothing about, and seek other legal advice from him over Zoom.

Q: Is the new Corps representative’s 8/14/23 statement to the council true – that the south-end easements the council requests are **limited to activities related to sand placement**?

A: That is what the newspaper reported and what council has been asked to clearly confirm, so that the controversy can be put to an end. The easements are

being sought by council, and it is up to council know what they seek and communicate it truthfully.

Mr. Henry certainly did not indicate in the Sept. 2 PICA meeting that the council was now seeking easements with extensive public access rights and other onerous features. Up until August 14, however, any statement that the easements were limited to sand placement has been unequivocally false. A judge ruled this was false 2 1/2 years ago. That decision was final and has **never** been under appeal by the council.

Q: Is there any chance that Mr. Patrick was referring to something else instead of stating that the nature of the requested easement has changed to one simply allowing indefinite access for sand work?

A: It would hardly appear so to honest people. The council has been acutely aware of what the three landowners' objections have been for four and a half years. There is no explanation for why Mr. Patrick would be asked about or answer about something else, unless once again, the intention was to create a false impression.

The objections, for example, have not centered on how often the Corps might come back and do more work. The council wasted its time and the interests of all owners by pretending not to understand the objections or in outright lying to other owners about the actual scope of what the council was seeking. Surely, the council would not be continuing to do so now, at a time it simultaneously emphasizes that time is critical.

It would be grossly irresponsible for council to continue to lie now, to wait more two years, grossly neglect its constituents, act surprised, and try to blame its neglectful and destructive course on others.

This is especially true when there will be no easements of the sort council previously sought to perpetrate – not now and not in two years.

The council has known for over four years that the previously requested easement contains no limitation as described by Mr. Patrick. The Coastal Observer, as well, knows Mr. Patrick's statement would not describe the previously requested easement.

The Observer has covered the matter for years. The changed easement described by Mr. Patrick clearly differs from the plain language of the previously requested document (which states "together with the right of public use and access") and the filed order of Judge Nettles in 2021 (which states "the proposed easement's actual, written terms, which are stated in the condemnation papers served, subjects the affected part of the owner's land to 'public use and access'").

The Corps itself knows this difference and makes no bones about the language of the previously requested easement in other jurisdictions and in its publications.

If the easement the council has requested for the last four and a half years **only allowed access “for construction and maintenance of the renourished beach,”** there would not have been a controversy for four and a half years, assuming that the parties could make sure the easement was not at the doorstep of the house and make sure owner improvements were not destroyed.

Q: What was the purpose of eliciting such a statement from Mr. Patrick at the August 14 meeting **that the easements only allow periodic sand work?**

A: Unless it was to deceive all island owners further, it is presented as a basis on which the landowners can agree, end the bulk of the controversy, and move on. This landowner accepts, and the other two likely would as well.

Before August 14, council’s only “effort” to obtain the rotten versions of the easements has had nothing to do with meeting with the property owners to understand their concerns, or taking the Corps to task as other jurisdictions have done.

Instead, the council simply persistently misinformed the rest of the island about the easements, slandered the three landowners, threatened to sue them for a third time, and hoped to pressure them into capitulation, if not illness, death or departure.

In the Pawleys Island Civic Association meeting 9/2/23, Mr. Henry continued the council’s slanderous accusations against the three owners. All to turn neighbor against neighbor, he made statements carefully calculated to convey, falsely, to nearly 200 people: that the easements were always only for sand, that three such easements were still needed, that the council had been diligently working on getting such easements and was not going to stop, that the three owners would not grant such easements, and that the resistance of the owners to working the matter out is the cause of all the council’s delays with the Corps.

Through Mr. Henry, the town council pretends there is an emergency after a delay of the council’s making, in an attempt to turn neighbor against neighbor. **If all council wants is a sand-work easement, the emergency can be over.**

Q: What was it about the rotten easements that the three landowners object to?

A: The easements the council previously requested, and the ones the town already obtained from 110 trusting owners, all include eternal, irrevocable, unconditional, irrevocable, assignable public access to the owner’s property right up to within feet of the doorstep.

The concern has never been primarily with how often the Corps might come in and do sand work, or any other red herring offered by council. This is with the exception of the ancillary question of why the easement would need to be perpetual and nonterminable, with no reversion, if neither the town nor the Corps did any nourishment at all or never came back.

The offensive public access provisions similarly apply regardless of whether one grain of sand is ever placed on the beach or ever placed again. The rotten easements also included the town "operating a public beach" on the owner's land, and the ability of the town to destroy and restrict anything the owner has in the easement area, forever. The town can also assign the easement to others.

The objections were never unclear to the council, and have been known by the council for over four years. However, the objections have been kept unclear and concealed by the council in 100% of its communications with other island owners for the last four and a half years, such as in Mr. Henry's Sept, 2 remarks and every announcement or update he has ever given.

The three landowners objected to perpetual unconditional public access right up to their doorstep and the ability to tear down their decks, steps, showers, etc., as described above.

They rightly objected to related things as well, such as extending town jurisdiction over their property to restrict the owner on the owner's property just as if the owner were any other person on a public beach, and the ability of the council to require the owner to abide all activities of the public, the town, or its licensees on the owner's property that the council chooses to permit, engage in, or license.

A reader with an eighth-grade education can read the document which was proposed and see this. The council, however, allegedly has not read the document, and yet the council seeks to govern. Certainly no one on the council has signed such a document affecting his or her own property.

Q: What are the actual words of the rotten easements the council requested for the last four and a half years?

A: The easements include "operating a public beach" on the owner's land.

Q: Where is the easement area that would be "operated as a public beach"?

A: In most instances, it is nearly at the doorstep of the house on the ocean side and extends out 40-70 feet toward the ocean, i.e., it is as close as two feet from the main supports of the house and envelops improvements and parts of the house and a substantial part of the beachside part of the lot.

Q: How can the easement area still be the owner's land at all if it is "operated as a public beach"?

A: It would be the owner's almost in name only. The owner could not eject others from it or defend the owner's family on it other than in the way the owner would be allowed to do so in another public place.

The owner could still be taxed for it. The owner could be required to pick up litter on it unless the council prohibited the owner from picking up litter on it. The owner could be required to maintain landscaping on it unless the council prohibited the owner from maintaining landscaping on it.

The owner can still be sued by people claiming they are injured on it because of the owner's gross negligence and can still be sued by the owner's own guests for conditions created by the public.

Q: What could the council do to restrict the owner's rights on a "public beach" operated by the council on the owner's own land?

A: The council has already enacted a fairly extensive ordinance regarding what can and cannot be done on the "public beach."

This council certainly is capable of either expanding a committee such as its events or architectural committee or appointing yet another committee or board to develop further rules for the "public beach," including the subject part of what used to be the owner's private land.

Q: Can the town council be trusted to not exercise or abuse provisions in the bad, perpetual, easement?

A: No. They have lied for four years. They already mention franchise zones. A council member's term is two years. The illegal agreement the former administrator signed actually prohibits the town from relaxing or releasing requirements.

Q: Can't busy owners just assume that the bulk of other owners will exert pressure if the council and its committees get out of control?

A: No. 90% of owners are nonresidents and can neither vote nor run for council. Even as nonvoters, south end owners are in the minority.

Q: Why can 90% of the property owners on Pawleys not vote for the present council?

A: Only the owners who reside on the island are supposed to be able to vote or hold office. So only 10% can elect someone and they can do so only from among the 10%. Those elected, and those they appoint, make decisions affecting the whole island or decisions singling out certain parts of the island, like the south end oceanfront.

Q: Do those elected owe any duty to the general public who neither own nor rent nor reside on the island nor contribute to it monetarily in any way?

A: No. Not other than under the illegal secret agreement with the Corps.

Q: Is there a local organization of island owners in which people with second homes are not excluded from the board?

A: Yes. The Pawleys Island Civic Association, and it generally does not sue its own members, but it has diminished in helping to steer island policy, has not been consulted, and has not taken a position on the matter, other than letting Mr. Henry speak and not be answered or questioned. It has received the same misinformation from council as everybody else, including at its Sept. 2, 2023 meeting. The current machinery of the selection of its administration is unclear.

Q: Is there a separate organization for the purpose of looking after the interests of south end property owners?

A: No.

Q: What sorts of subjects do the councils of beach municipalities and counties address in ordinances they pass when exercising their power to “operate a public beach”?

A: Myrtle Beach regulates size and type of umbrellas and shading devices. Georgetown County has prohibited all shovels other than toy plastic ones or small gardening hand tools after considering more stringent measures limiting depth of holes to two feet.

Georgetown County prohibits alcohol. Pawleys is said to be the only beach in S.C. which does not.

Ocean City, Md. places giant trash cans three feet in diameter at intervals, with no lids. (They have foxes living in the dunes, which are good ratters, and may not have the Norway rats reported on Pawleys.) Emerald Isle declared a 20-foot clear zone for equipment to collect trash.

Some jurisdictions establish lifeguard stands and grant the lifeguards exclusive franchises to rent chairs and umbrellas in order to pay the lifeguards. The ordinance makers may restrict the number and presence of dogs, whether on leash or off, and the lengths of leashes if dogs are permitted at all. On the other hand, they may specifically allow the public to have dogs, with or without leash, and may not require the defecation to be picked up in months with an “r”.

They may prohibit, or specifically allow, horses. They may prohibit, or specifically allow, catamarans, sailboats and other vessels or watercraft to be stored on the beach. They may prohibit, or specifically allow, drinking. They may

require facemasks and not require distancing. They may regulate swimwear, chairs, music, volleyball, placement and storage of fishing rods, etc.

Q: Does that mean that what the council disallows on a public beach is disallowed also as to the owner, and that what the council allows (e.g., dog poop) cannot be prohibited by the owner?

A: Yes.

Q: What would be some examples of a “public beach” ordinance changing the owner’s rights?

A: If the council prohibits alcohol on the public beach, the landowner cannot have a drink on the part of the landowner’s land that is subject to the easement. The same would be true of prohibiting bocce, an eight-foot umbrella, or a dog leash more than three feet long.

On the other hand, if dogs are permitted on the public beach and are permitted to defecate without owner cleanup, the landowner must permit this. If social distancing is not required during a pandemic, the “public” may place its chairs directly beside the chair of the landowner within the easement area, and if the landowner does not like it, the landowner must move.

Q: Can’t the council prohibit littering?

A: Yes, but only the town has the discretion to enforce or not enforce it, not the owner. There is no private right to enforce a criminal law.

Q: Are those the only things to which an owner might object?

A: No, there are other things.

Q: Wouldn’t those things be applicable even where there are no such easements?

A: No, not on the owner’s land.

Also, council has already had discussion of selectively designating certain parts of the island for certain activities, just as council has already picked out the south end alone for the rotten easements.

Even if council’s regulations were made applicable to the public beach for the whole island, the south end and places near public parking will be disproportionately impacted.

Further, even if council’s regulations were made applicable to the public beach for the whole island, on the other parts of the island, such rules would not apply on the owner’s land, right at the owner’s doorstep.

For example, elsewhere, such as in front of Mr. Henry's Seaview property, regardless of the public beach beyond, the owner could still have a toddy or beer on the owner's deck, could have a barbecue grill, could have a dog under voice control, could exclude horses, and could have the police prohibit people who were carrying on a peaceful beach-march protest from coming up his steps.

Q: Are there really other things to which an owner might object?

A: Yes. The council can grant franchises and place vendors to raise money. Council has already discussed it, and the mainland population is not anywhere near finished exploding. They can place more signs to go with the giant lidless trash cans and can establish vehicular traffic for patrolling, trash collection, vendor equipment drop-offs, etc.

Q: Aren't routine patrol vehicles already allowed on the public beach?

A: No. Only emergency vehicles. Further, they are not allowed on private land at all.

Q: Does the fact that we have not yet seen all these things mean that we won't see them?

A: No.

Q: Why have we not yet seen the adverse effects the bad features of the easement make possible?

A: First, adverse effects have been seen and are increasing. Council does not see anything on the south end and does not care.

Further, just wait. The easement is perpetual and irrevocable. The mainland population continues to explode and the council's insatiable desire to form committees, look for money, and pass laws continues.

Also look. The council has attended to the rest of the island while doing nothing for the south end since before Hurricane Ian. The council does not plan to do anything on its own for the south end ever again. The Corps is alleged to show up not before 2025. Curiously, the council does want to add signs on the south end.

Look at the tire tracks. Count the Shibumis or just listen for them.

Watch the council pass more new ordinances per quarter than in the history of the town. Note the council's proposal of ordinances to enter and inspect property at will and its ordinances to make ad hoc determinations of taste in building and landscaping. Note the council's repeated counterproductive concern with providing more public parking for people who are not their constituents at all,

who neither own nor rent, who litter, who increase town burdens and expenses, and who provide zero town revenue of any kind, directly or indirectly.

Q: Why have problems with the bad easements not come up in other places?

A: They have. Read about problems in Florida, N.C., N.J., etc. In those places, there are fewer lies, however, about the nature of the easements, although the specific nature of the easements is still underreported by virtually all journalists, who tend to favor making private land public. In most other places, the Corps admits that the requested easements include perpetual, irrevocable general public access to the owner's property, while the press often state bewilderment at why a perpetual easement "to place sand" would not be granted.

Q: Are there other instances of the previously requested rotten easements being clearly beyond what is necessary?

A: Yes. For example, the easement is perpetual, irrevocable and assignable, and remains if no sand is placed, if Congress defunds the Corps, or if the Corps is dissolved. The secret agreement signed by Mr. Fabbri prohibits council from relinquishing anything in the easement. No easement was necessary for Mr. Henry or Mr. Green or a former mayor to have their property nourished. None on council have ever signed an easement.

Q: Why would a Corps representative show up only after four and a half years and make a statement that it suits the Corps that the easement now **"would only allow access for construction and maintenance of the renourished beach."** ?

A: He was requested to do so by the council. The Corps wants to spend money. The Corps has a "partnership" with the town which motivates this sort of behavior, but which is better described as a conspiracy, because the alleged agreement signed by Mr. Fabbri is illegal. See questions below about this. The Corps is about to get in trouble for what it has done.

Q: What part of the south end is affected by the bad easements the town already obtained?

A: From Liberty Lodge to the last house at the south tip.

Q: Have the landowners refused to grant long-term easements for sand placement and related activities, as conveyed by Mr. Henry at the Sept. 2 PICA meeting?

A: No. They offered such an easement before baselessly being sued twice by the council and continued to offer such an easement even after being sued and after having the council thrown out of court.

Each of the three offered the town easements for construction and maintenance of the renourished beach in 2019, have continued to do so for the last four and a half years. They have also made numerous proposals for resolution of what the controversy has really been about. This includes offering to assist in resolving the bad features.

The council has never taken a position with the Corps on the bad features, and instead has been obsequious and complacent and has publicly pretended ignorance. In 2019, the former administrator discouraged changes which would embarrass him and the council because of the previous misrepresentations they had made to other owners, like the misrepresentations made by Mr. Henry Sept. 2.

Q: What is the status of the litigation?

A: Other than appeals only by the owners, it ended about 2 ½ years ago, against the council.

The council lost both its suits (actually six suits) about 2 ½ years ago. It has sought no judicial change in the result and has done nothing since, except defend appeals.

Q: What was the litigation actually about?

A: The town council sued its own neighbors, the three landowners, in June 2020, without ever sitting down with them. The three probably happened to fit the magic number for suit determined by the council in a conspiracy with the Corps from gaming the land values with false appraisals.

The council lost in 2020. The loss was finalized in April 2021. The town council sued its neighbors again in Oct. 2020 while its first suits were stayed, but the town council attempted to withdraw the second suits in February 2021, which the judge allowed.

Both sets of suits were based on lies about the nature of the previously requested rotten easements, and the same falsely obtained appraisals. The lies were like the lies described above, which have continued to September 2, 2023.

Q: Has the council done anything since the finalization of its loss in April 2021 to seek a judicial change in the result?

A: No. The town did not appeal the final order, which was very specific about the undisputed circumstances of the matter. Any appeal would have been lost.

Q: If the litigation was finally concluded against the council by April 2021, including the council's second try, what has the council done since April 2021 to propose a solution to the three landowners?

A: Nothing. Any pretended emergency or delay is of the council's making, as an attempt to turn neighbor against neighbor.

Q: What have the landowners done since April 2021 to propose a solution to the council?

A: Everything. However, it is the council which wants something. The landowners did not lose. The landowners do not want anything except to be made whole, and do not want to sell anything; they want to finally be left alone with no pending threats or recriminations.

Q: What are the appeals Mr. Henry referred to but did not explain?

A: Those are all by the owners. Two appeals are for being shorted on the award of attorney's fees that they had to actually incur after being sued twice by their own town, based on the lies the council still tells about the easement. One appeal is for being denied the ability to go forward and hash out all the council's frauds and other bad faith after the council attempted to withdraw its second set of falsely based suits, but simultaneously stated the council would sue again.

There is another appeal pending in Washington for the Corps of Engineers' stonewalling on fully responding to one of the owner's requests under the federal Freedom of Information Act.

Q: How much town money did the council waste on its failed litigation?

A: The council wasted money and is still wasting it. It appears the council spent well over \$100,000 for its basic failures, using three lawyers and a fourth as a hired witness.

The council was ordered to pay the owners their attorney's fees. In appeals, the owners contend they were shorted on reimbursement of the fees they had to incur. The council is still spending money on legal fees trying to keep the landowners from recovering the rest of their actual legal expenses.

The owners also appeal not being allowed to hash out all the council's bad faith after the council attempted to withdraw its second set of falsely based suits.

Q: Was any of the litigation money the council wasted paid by insurance?

A: No. It all came straight out of town funds, and continues to. The council sued the landowners. The landowners did not sue the council until the landowners were required to do so in order to present their defenses and seek to be left alone.

Q: Other than the two unsuccessful falsely based lawsuits brought by council in 2020 and council doing virtually nothing to try to resolve the matter for the two and a half years after they were concluded in 2021, what are other reasons for the repetitive delays by the Corps while the council abdicates all decision-making concerning anything on the south end?

A: The council will never obtain the sort of rotten easements the council has perpetually lied about. The town council has done nothing to seek anything else or dump the Corps.

The council has done nothing to try to resolve the matter for four and a half years except file the unsuccessful spurious lawsuits against their own constituents while misrepresenting the matter to the public.

The council has attempted to curry favor with the Corps instead of advocate for the property rights of south end landowners from Liberty Lodge down to the Last Resort.

The council has persecuted, threatened and publicly defamed the three landowners instead of admit that the council duped other south end landowners and engaged in a massive hoax and a fraud. The council would rather keep up all the other beach to the north with other resources and not use those resources on the south end.

In doing so, the council leaves the south end to languish while blaming others for council's own inaction, fraudulent actions, and inattention.

As a palliative, the council makes evolving self-congratulatory claims of what is someday going to be done by the Corps after the Corps delays and vacillates.

After September 2022's Hurricane Ian, the council first announced in early 2023 that the Corps would "soon" spend \$14,000,000 and pump up to 200,000 cubic yards onto the south end at a time when three groups at Prince George were suing the town and others for putting too much sand on the beach.

"Soon" became 2024. 2024 now has become 2025 or afterwards. \$14,000,000 has become \$8,000,000. 200,000 c.y. has become "up to" 150,000.

The council and Corps would have the public believe that the delay is because three landowners will not grant easements which would **"only allow access for construction and maintenance of the renourished beach,"** which is well known by council to be completely false. One council member reportedly stated in the August 14 meeting that she did not know if she has a copy of the earlier requested easement and has not read it in a while.

Q: Explain how the Corps could have done a nourishment touch-up in the spring of 2023 if the town had obtained 100% of the bad easements, as Mr. Henry alleged in the Sept. 2 PICA meeting.

A: This cannot be explained and may not be true. Mr. Henry stated that “earlier this year,” the Corps allocated \$8,000,000 for the “touch-up.” The paper reported that the Corps would pump “up to” 150,000 c.y. of sand. For reasons having nothing to do with three easements, the Corps must have stopped, yet again, to re-study the matter and put it off until at least three years after the “emergency” for which the funds were obtained.

If the work had been done in the spring immediately following Ian, as described by Mr. Henry, the Corps would have pumped too much sand and spent too much money.

The Corps and the town earlier crowed that the Corps would spend \$14,000,000 and pump “up to” 200,000 c.y. (Coastal Obs. Mar. 9, 2023.) The Corps did not announce it had money until the first week of March 2023, at which time, the Corps, knowing all the facts, stated it would do the pumping in the winter of 2023-2024. As of the first week of March 2023, it had been two years since the council’s loss in its baseless litigation had been finalized.

What changed is unknown and unexplained. There are three pending suits complaining of too much sand on Pawleys. (“I will take every step I can to stop the project,” it was reported.) Maybe the Corps realized that its assessment of sand loss should have been done two weeks after Ian, when the sand returned, rather than “2 days” after. Consider all the other Corps delays and flip flops over the last 15 years, including putting the town off for over a decade before 2018, and then pulling the plug on participating in the project in 2019. Maybe the Corps just knows it does not have a legally valid agreement with the town and does not know what to do with \$14,000,000. Excuse me. That is now \$8,000,000.

Q: Since the council will never get the “last three” rotten easements, are the titles to the 110 properties which are affected by the bad easements going to be alright after all?

A: No. The three landowners were the only ones who held to their objections. The three remaining rotten easements which will not be obtained should be distinguished from those the council has already deceptively obtained.

The 110 rotten easements council has already collected have the same bad scope and features, but have already ruined the titles to 110 valuable south end properties.

They are recorded by the council in the land records of Georgetown County, are a permanent part of those titles, and are not going to be removed when those owners do nothing but nod as council misrepresents the matter. The title insurance company will not accept “But Mr. Henry says....”

Those 110 easements are already in place and, unwisely, their effectiveness was not conditioned or dependent upon the council obtaining all of the easements

the council alleged were necessary for its project to go forward. Those 110 are not going to dissolve simply because council has failed in obtaining the three council repeatedly stated it was still “seeking.”

Q: Will the Peeps know?

A: You will know when you hear the sound of the Shibumis flapping.

Q: Is there any way to get the bad easements taken off the 110 properties already ruined by them?

A: Not without some honesty and contrition by this council, or the acts of a different council.

The council would need to disaffirm its pretended relationship with the Corps, including the secret illegal agreement signed by Mr. Fabbri. The council would then need to file formal releases or formal notices of abandonment of the 110 easements.

Q: Would this preclude future renourishment or the town receiving easements from landowners in the future for placement of sand?

A: No. However, the council has never in history asked landowners for easements just for sand, and declared in its minutes that no easements were necessary for the extensive, 1.1 million c.y. nourishment actually performed by the town in 2019-2020.

Q: How are parts of the island other than the south end handled and financed?

A: Beach nourishment, emergency storm preparation, emergency storm repairs, dune planting, sand fence, signage and related matters on other parts of the island, such as in front of Mssrs. Henry’s, Green’s and Otis’s places, would be paid for by other funds for which the south end is not eligible as long as the pretended Corps relationship is in place. This includes money from FEMA or South Carolina PRT. Where those funds fall short or are absent, the council would simply use town funds, including accommodation tax revenue from rentals on the south end.

Q: Why is the alleged 50-year, multimillion-dollar agreement of the town council with the Corps illegal?

A: After the Corps and the Town collaborated in 2019 or before concerning the lies that would be necessary to avoid an Edisto situation, the two then began basing their relationship and their potential project on 109 falsely based appraisals.

There is no question that all 109 were obtained by providing false

information to the appraiser and falsely informing him that the easement language was not available.

The fraudulent appraisals were obtained by the town council through Mr. Fabbri and were provided to the Corps for scrutiny in 2019. The false bases for the 109 easements would have been apparent to the Corps, which had a whole division accustomed to examining them for compliance with Corps appraisal standards.

The Corps claims that high land values for the property interests that are obtained for its prospective projects adversely affect the Corps's determination of the feasibility of proceeding with the project. These fraudulently deflated appraisals would have greased that analysis.

But the Corps got cold feet and allegedly told the council the Corps was going to have to stop and "study" the matter again. (The Corps later internally referred to it as a decision not to proceed, not to do the project, because of a determination that it was too expensive.)

The council went forward on a basis that was materially different financially. The council did the project without the Corps at all.

In January 2020, while the town was feverishly pumping sand the council said was being pumped **without the Corps** and required **no easement**, the former administrator secretly signed a document with the Corps on his own.

The secret document was not reproduced or reported in any council minutes or public reports of any kind, including announcements by Mr. Henry concerning the town's project within days after the secret signing.

If one reads the lengthy document, which apparently no one has done, one sees that among other things, the relationship earlier pursued with the Corps was turned on its head: instead of the Corps footing the bill for the work on the south end including financing the town's share, the town footed the entire bill and financed the Corps's share. One would have to look, but this may be at zero interest. There is no time for an actual repayment. The town only gets a "store credit" when there is someday a future sale on terms determined by the Corps. There is much more.

The council did not pass any ordinance, or even a resolution, authorizing the execution of the expensive, long-term document. The administrator did not even mention the document when describing the status of the relationship to the court in August 2020. It does not appear that the ponderous and legally complicated document was ever even reviewed by council.

An ongoing multimillion-dollar commitment of a municipality (and its owners) many years beyond the terms of office of present council members requires a resolution if not an ordinance, duly adopted with recorded votes. This particular council makes formal resolutions even to enter minor short-term repair contracts or single purchases.

No such action was taken with regard to the illegal and invalid putative 50-year contract attempted with the Corps of Engineers.

No careful review of the signed document was ever performed. It is doubtful any council member has ever read it or tried to understand it.

Mr. Henry did not want to know or bother with any of these specifics on August 14 and decided to ask a new dude on a Zoom call whether the new dude thought they had a deal. For good measure, Mr. Henry asked the others on council if they wanted "to be partners" with the Corps.

"Mmm, hmm" does not take care of the matter. Governments do not generally enter into verbal partnerships with no terms. The document in question was secretly signed by the council's nonresident ex-administrator January 16, 2020. No council announcements or minutes were made concerning the signing or the existence of the putative contract. There is no trace of a council resolution or vote concerning the review or signing of the 2020 document discovered.

There is also obvious legerdemain involved in the Corps spending over \$760,000 in federal money in March 2022 to claim it had completed the project performed without the Corps in 2019-2020, despite the council's already having failed in both its suits in early 2021, failing to take the easements by misrepresentation. We will have to continue that vein.

Q: Did council already have all this information?

A: Yes. Council just did not disclose it to other owners on the island. Numerous comments have been submitted to council previously and are included in previous minutes online.

I hope this information is helpful.

Barry



Daniel O'Hara <dohara@townofpi.com>

Public comment Ordinance 2023-07

Howard Bond <howardtfk@yahoo.com>

Sun, Sep 10, 2023 at 9:42 PM

To: Daniel Newquist <dnewquist@townofpi.com>

Cc: Daniel O'Hara <dan.ohara@townofpi.com>, Brian Henry <mayorhenry@townofpi.com>

Daniel,

Please find my submission below for the public comment section at tomorrow's second reading of the town's new nuisance ordinance. If you would be so kind as to forward to the members of the council to give them an opportunity to read prior to the meeting, it would be appreciated.

Submission:

I am more concerned about the wider or future consequences of this ordinance further affecting the property rights of all Pawleys Island homeowners beyond the one dilapidated structure.

The ordinance grants the Town or its authorized agents, authority to enter a home or property, without requiring them to give prior notice or identifying themselves as agents of the Town. Only if the homeowner or occupant is present can they object, and then they would be subject to a search warrant and penalties under this ordinance, which basically waives every homeowner's 4th amendment rights. The arrival of a renter or home owner to unidentified strangers in the home or on the property, could result in an unfortunate incident of a homeowner or occupant exercising their second amendment rights. Does one dilapidated structure justify this sort of response or reaction by a small coastal town?

The ordinance states "the repair, alteration or improvement of the dwelling can in the determination of the administrator be made at a cost of no more than fifty (50%) percent of the value of the dwelling structure, as determined from the tax assessor's records of Georgetown County".

This is not consistent with SC law or with the Town's unified development code, which is cited at the end of this submission. *

The ordinance contradicts the Town's tree ordinance, since it does not permit "natural growth to grow and stand uncut on the property" and "It shall be the duty of the owner of any lot or parcel of land to cut overgrown vegetation and dead, dying, disease trees or leaning trees". Live oaks lean as do numerous trees subjected to hurricane winds. The owner or developer determines which vegetation is overgrown and which trees are diseased or lean and is required to remove them. These are pretty big loopholes.

The original ordinance also has been amended to state "All landscaping and vegetation on any premises, including lawns, hedges, and bushes, shall be kept trimmed and maintained so as not to become overgrown or unsightly in violation hereof." Premises generally refers to commercial real estate or leased property but it has been used throughout this ordinance. Is the Town and its agents now planning on inspecting hedge pruning?

*

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 six 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 six months prior to the date of the application for a permit.
- d. Computed actual cash value. This value is based on the average cost of construction per square foot less the depreciation value.

With thanks,

Howard Bond



Daniel O'Hara <dohara@townofpi.com>

Fwd: Thoughts on Ordinances

1 message

Daniel Newquist <dnewquist@townofpi.com>
 To: Daniel O'Hara <dohara@townofpi.com>

Mon, Sep 11, 2023 at 2:22 PM

FYI

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

From: Bert Mills <bmills@moorecolson.com>
 Date: Mon, Sep 11, 2023 at 11:21 AM
 Subject: Thoughts on Ordinances
 To: Daniel Newquist <dnewquist@townofpi.com>
 Cc: mayorhenry@townofpi.com <mayorhenry@townofpi.com>, mills750@earthlink.net <mills750@earthlink.net>

Dan,

Below are some thoughts on the nuisance ordinance that we would like to add to the record this afternoon. We can't be there, so appreciate if you could read it in.

Regarding proposed ordinance number 2023-07:

We completely understand and support the effort to resolve the Tyson house issue, and further understand that this proposed ordinance is an effort to remedy the situation. We do need a remedy; however, in our view this ordinance as proposed seems to cast too wide a net and creates many procedural and due process issues as follows:

- 1) There is no oversight or independent review of the decision to take action against a property owner. The filing of a complaint and adjudicating the complaint rests solely with the Town administrator. These actions involve real property with property rights that are not intended to be easily taken from the property owner. Additionally, as written, the administrator can enter houses at will, determine habitation fitness, hold hearings (again where he/she is the judge and jury) make repairs, demolish structures, or a host of other "remedies". Again, no real hearing or notice or due process. I don't think this type of authoritarianism is needed on the island. Property owners will seek to maintain their private property rights. It seems the only right a property owner has would be to petition a circuit court for an injunction, which costs the Town money.
- 2) Regarding the notice provisions and the time frame for response, are these reasonable? There are many out of town property owners and many multiple-owner owned properties.
- 3) Rights of the owners - this ordinance basically provides owners with no remedy for any wrongdoing by the Town and its administrator other than to sue the Town. There is no oversight to protect the rights of property owners such as a court or an impartial judge. The determination of a nuisance, the filing of the complaint and the adjudication of the complaint are all by the town Administrator (an unelected official). This can open the Town to additional lawsuits and related costs.
- 3) Liens on property are a serious matter - priority rights come into play. Additionally, is there any oversight or reasonableness standard regarding what costs/remedies the Administrator decides to utilize? Will the house be torn down at a cost of \$2,500 or \$15,000?
- 4) Regarding the Property Maintenance section - is this being expanded to create additional remedies? Doesn't the dilapidation section handle this? Again, are we becoming too authoritarian?

Other Options:

- 1) How about an independent mediation process to try to bring folks together rather than letters, hearings and undoubtedly court proceedings that will cost the Town quite a bit of money?
- 2) Can Georgetown County help here? There have always been agreements with the county to help in matters- such as helping police monitor the island and previously helping the building permits. The county has a court system and, similar nuisance ordinances. They seem more equipped to handle these matters and can provide objective, independent oversight. Pawleys Island doesn't have a court system, it doesn't collect taxes and dealing with private property does require some deference to property owners' rights.

We would urge Town Council to slow things down and take into consideration some of the points above. Over the Labor Day weekend, Carmen and I spoke to many homeowners with the same concerns. I know and appreciate that the Tyson house issue has been ongoing for over 2 years, but again, let's make sure that the remedy works for everyone and isn't too heavy handed. As

Joe Easley once remarked at one of our Labor Day town meetings, let's communicate what we want and trust the property owners to do the right thing. We all bought houses here because we love the island and its culture. Taking more time to consider all angles should be OK - we may not need an ordinance, rather an agreement with Georgetown County.

Thanks,

Bert & Carmen Mills

262 and 264 Myrtle Ave.

Bert Mills

Partner

Moore Colson CPAs and Advisors

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--
Daniel Newquist
Town Administrator
Town of Pawleys Island
843-237-1698

2 attachments

image001.jpg
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