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- A. Call to Order
 - B. Invocation
 - C. Pledge of Allegiance
 - D. Public Input
 - E. Approval of Agenda Contents
 - F. Approval of Minutes: Regular Meeting, September 17, 2019
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Johnny Gardner, Chairman
Mr. Servant
Mr. DiSabato

G. CONSENT AGENDA

1. Third Reading – **Ordinance 55-19** amending the County Code of Ordinances regulating to open burning in the unincorporated areas of Horry County. (Favorable, Public Safety Comm)
2. Third Reading – **Ordinance 65-19** approving & authorizing the county administrator to execute a concession agreement with HMS Host International for the right to develop and operate a gourmet coffee concept and beer/wine concept at MYR for use by the public. (Favorable, Transportation Comm)
3. Third Reading on the following Ordinances to approve the request to amend the official zoning maps:
 - Ord 60-19** BHHS Myrtle Beach Real Estate, agent for Lila Mae Hucks & Sylvia Hucks (Mr. Loftus)
 - Ord 61-19** Earthworks Group, agent for MC & WKM LLC (Mr. Crawford)
 - Ord 62-19** G3 Engineering, agent for A C Thomas Prop LLC (Mr. Prince)
 - Ord 63-19** G3 Engineering, agent for Robin Sessoms etal (Mr. Prince)
 - Ord 64-19** G3 Engineering, agent for Casey Donna Edge & Lisa Fineran (Mr. Hardee)
 - Ord 66-19** Deborah Wilson & Sharon Brown (Mr. Worley)
 - Ord 67-19** Crescent Moon Land Surveying, agent for Nicholae Creto etal (Mr. DiSabato)
 - Ord 68-19** Rick Vines, agent for Vines Investments LLC, Lakeside Crossing PUD Amendment (Mr. Vaught)
 - Ord 69-19** G3 Engineering, agent for Vern's Investments LLC & MBN Breakers (Mr. Prince)
 - Ord 70-19** G3 Engineering, agent for Twin City Equipment Co. (Mr. Prince)
 - Ord 72-19** E3 Studio LLC, agent for SFG Furnishings & Accents LLC (Mr. Prince)
 - Ord 73-19** Donnette Smith & Ramon Landicho (Mr. Prince)
 - Ord 74-19** Forrest Beverly, agent for Beverly Homes LLC (Mr. Hardee)
4. First Reading – **Ordinance 90-19** authorizing the issuance and sale of not exceeding \$18.8 million general obligation bonds; fixing the form and details of the bonds; authorizing the county administrator to determine certain matters relating to the bonds; providing for the payment of the bonds; and other matters relating thereto. (Favorable, Administration Comm)
5. First Reading – **Ordinance 91-19** authorizing the issuance and sale of not exceeding \$900,000 general obligation bonds; fixing the form and details of the bonds; authorizing the county administrator to determine certain matters relating to the bonds; providing for the payment of the bonds; and other matters relating thereto. (Favorable, Administration Comm)
6. **Resolution R-109-19** approving the Coast RTA FY2020 budget and authorizing the county administrator to release the first quarterly payment. (Favorable, Transportation Comm)
7. **Resolution R-111-19** to designate funds from the 5% restricted portion of the accommodations tax monies held by the Myrtle Beach Area Chamber of Commerce for promotion of tourism in the Grand Strand area. (Favorable, Administration Comm)
8. **Resolution R-112-19** to designate one-time funds available from the FY2020 general fund budget savings in personal services to the Horry County Historical Society. (Favorable, Administration Comm)
9. **Resolution R-113-19** approving changes to the Capital Improvements Program Policies. (Favorable, Administration Comm)
10. Resolutions approving allocations of Council Community Benefit Funds: (Favorable, Administration Comm)
 - CBF 23-19** \$1000 to Caleb's Dragonfly Dreams for marketing materials for the annual Mythic & Medieval Fest (Mr. Crawford)
 - CBF 24-19** \$4000 to American Legion Post 40 to assist rebuild of facility after fire (Mr. Crawford)
 - CBF 25-19** \$2500 to Phoenix Renaissance for drug abuse/anti-violence programs in Racepath community (Mr. DiSabato)

H. PRESENTATIONS / RESOLUTIONS

11. Update on the RIDE program. (Mr. Thompson)
12. Presentation on hurricane preparedness by Grand Strand Health (Mr. Simms)
13. **Resolution R-110-19** declaring October as Community Planning Month.

I. READING OF ORDINANCES

- 14. Third Reading and Public Hearing - **Ordinance 56-19** to approve the request of G3 Engineering, agent for Bear Paw Associates, to amend the official zoning maps (Mr. Howard)
- 15. Second Reading – **Ordinance 71-19** to approve the request of G3 Engineering, agent for Palmetto Main Street Partners LLC, to amend the official zoning maps. (Mr. Prince)
- 16. Second Reading and Public Hearing – **Ordinance 75-19** amending Chapter 1, Section 1-12(c) of the County Code and Exhibit A referred to therein, updating the form of Ordinance Summons Charging Documents. (Favorable, Public Safety Comm)
- 17. Second Reading and Public Hearing – **Ordinance 76-19** to add Ketchup Town Store and Delco-Light Farm Electric Plant to the Horry County Historic Property Register as an individual historic property. (Favorable, I&R Comm)
- 18. Second Reading and Public Hearing – **Ordinance 77-19** to amend the zoning ordinance of the County Code to replace agritourism with rural tourism and to adopt procedures for the issuance of a rural tourism permit. (Favorable, I&R Comm)
- 19. Second Reading and Public Hearing - **Ordinance 85-19** to approve the request of Sandy Schumacher, agent for S&H Investments Group LLC, to amend the official zoning maps. (Mr. Bellamy)
- 20. Second Reading and Public Hearing – **Ordinance 49-19** to approve the request of Christopher Veronee, agent for Veronee Enterprises LLC, to amend the official zoning maps. (Mr. Allen)
- 21. First Reading – **Ordinance 38-19** to approve the request of David Wilkes and Joe Morrison, agents for Myrtlewood Realty Associates, to amend the official zoning maps. (Mr. Servant)

J. OLD / NEW BUSINESS

- 22. Vote on compensation for employees due to closure of offices during Hurricane Dorian. (Mr. Gardner)

K. ANNOUNCEMENTS

23. Memorial Dedication:

24. Upcoming Meetings – Dates/times of meetings subject to change:

<u>Council Meetings</u> Oct 1 & 15, 6:00 p.m.	<u>I&R Committee</u> Oct 8, 9 a.m.	<u>Public Safety Comm.</u> Oct 8, 2 p.m.	<u>Transportation Comm.</u> Oct 3, 2:00 p.m.	<u>Administration Comm.</u> Oct 29, 2:00 p.m.
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L. EXECUTIVE SESSION:

ADJOURN

**MINUTES
HORRY COUNTY COUNCIL
REGULAR MEETING
County Council Chambers
September 17, 2019
6:00 p.m.**

MEMBERS PRESENT: Johnny Gardner, Chairman; Tyler Servant; Bill Howard; Gary Loftus; Dennis DiSabato; Danny Hardee; Johnny Vaught; Harold Worley; Orton Bellamy; Cam Crawford; Al Allen; and Paul Prince.

MEMBERS ABSENT:

OTHERS PRESENT: Pat Hartley; Steve Gosnell; Randy Webster; Arrigo Carotti; Barry Spivey; David Schwerd; and Kelly Moore.

In accordance with the FOIA, notices of the meeting were provided to the press stating the time, date, and place of the meeting.

CALL TO ORDER: Chairman Gardner called the meeting to order at approximately 6:00 p.m.

INVOCATION: Mr. Loftus gave the invocation.

PLEDGE: Mr. Gardner led in the pledge.

Chairman Gardner stated that the last meeting scheduled for September 3, 2019 had been cancelled due to Hurricane Dorian, and Council needed to ratify that. **Mr. Worley moved to ratify the cancellation of the September 3, 2019 meeting, seconded by Mr. Vaught. The motion was unanimously passed.**

PUBLIC INPUT:

1. **Carlos Scheer** spoke regarding state renting property without paying taxes. He stated that if the state rents property and collects rent, they should have to pay taxes to the county. They currently didn't, and he wanted to make Council aware of that fact.
2. **Pam Bardell** spoke regarding burn ban. Her home backed up to wetlands with rental properties on the other side. The rental owners burn trash, and she is concerned that they will set the trees in the wetlands on fire. Also, they burn anything, including plastic, and she is concerned with what could be toxic fumes that they are having to breath as a result of it.
3. **Chad Caton** spoke regarding discharge of firearms. He stated the gun ordinance in place was fine and was currently unenforceable. The real problem was the infrastructure. We were building at 24 – 30% over the last 5 – 10 years but the infrastructure wasn't growing. They needed to get back to enforcement and infrastructure instead of continued building on top of the swamp. This ordinance was an absolute attack on the Second Amendment. If this was about keeping people safe, then they needed to fix the infrastructure instead of throwing up a new ordinance that was also unenforceable until they fixed the infrastructure. The way the building was going they would run out of places to hunt by the proposed ordinance. He asked that they throw the proposed ordinance away and focus on the infrastructure, police, and fire. Guns and the Second Amendment were important here and he hoped Council stayed conservative. Development needed to slow down. Council needed to worry about infrastructure and not gun laws that were unenforceable because we didn't have the police to enforce it.
4. **Howard Richardson** spoke regarding stormwater in Conway. He and his mother had lived on Long Avenue Extension since last year. They built two new homes and were flooded out a week from moving in by Hurricane Florence. They had to rip everything out and start over before moving in. His yard flooded with Hurricane Dorian this year. Over the course of a year he had spoken with several people including members of Council and Tom Garigen regarding flooding. He had requested that the outfall ditches on Country Club Drive and adjacent to Greer Swamp and Crabtree Swamp be cleaned out. He had made seven phone calls over the course of a year and his situation had not gotten worked out. Every time it rains or they have a named storm he has to

think about his mother as well. He encouraged them to get a handle on stormwater and make them do their job. There was still debris laying in the ditches from Hurricane Dorian on a county road running from Country Club to Hwy 905. The outfall ditches were full and grown up. You couldn't see the tiles under the driveways on each side of the road. Mr. Garigen told him that day that he had not heard from the land owners, Snow Hill Properties. Mr. Garigen was getting paid to do a job, and he encouraged them to do something about stormwater so they didn't experience flooding again in the future.

5. **Stephen Vasalaka** spoke regarding rezoning Ord. 84-19 (Pamela Timms). He and a neighbor were there representing 38 other homeowners opposing the rezoning of this property. Ms. Timms was proposing to put a trailer storage facility across from their front gate. She was trying to have it rezoned from residential to general manufacturing and industrial and could sell the property which could result in anything being built there. Their land values would drop and their quality of life would be destroyed. They were opposing this. They already had five trailer storage facilities around them and they thought she would end up selling the property. They asked that this be sent back to planning and zoning.
6. **James Millward** spoke regarding discharge of firearms. He asked that they do something about the reckless discharge of firearms.

APPROVAL OF AGENDA CONTENTS: Mr. Worley moved to approve, seconded by Mr. Allen. Mr. Servant moved to rescind his deferral indefinitely on Ordinance 38-19 and for it to be placed on the October 1st meeting agenda, seconded by Mr. Worley. The motion was unanimously passed. Mr. DiSabato moved to remove Ordinance 85-19 from the consent agenda and place it on the regular agenda, seconded by Mr. Loftus. The motion was unanimously passed. Mr. DiSabato then moved to remove Ordinance 78-19 from the agenda entirely and place it back in the hands of the public safety committee, seconded by Mr. Allen. Mr. DiSabato said he had heard the voices of the majority of the county and he thought they needed to send it back to public safety to start from scratch to do something that might be more tailored for specifically the densely populated area in his district of Carolina Forest. He also wanted to get with Chief Hill after the meeting because they knew there was a specific area that was causing problems in Carolina Forest, and he thought there were some things they could do to help enforcement in those particular zones using what they already had. **The motion was unanimously passed.** Mr. Hardee referred to Mr. Millward's comment where he called the persons shooting at pine cones stupid people and he appreciated Mr. DiSabato sending it back to public safety so they could work on it. There were some areas but he didn't know of any ordinance or any law that they could write to fix stupid.

Chairman Gardner said there were several ordinances that were moved up from the planning commission because of time constraints and they probably needed to be sent back to the planning commission so they could be worked through the system and have public input accordingly. They had already taken Ordinance 85-19 off consent so the rest of them needed a motion to... **Mr. Vaught moved to send Ordinances 82-19, 83-19, 84-19, 86-19, 87-19, 88-19, and 89-19 back to the planning commission, seconded by Mr. Worley. The motion was unanimously passed.**

Chairman Gardner stated there would be no executive session that night. **The consent agenda as amended and modified was unanimously passed.**

APPROVAL OF MINUTES: Regular Meeting, August 13, 2019; Workshop on Imagine 2040 Plan, July 29, 2019; Special Meetings, August 28; September 1; and September 5, 2019: **Mr. Vaught moved to approve the Regular Meeting, August 13, 2019; Workshop on Imagine 2040 Plan, July 29, 2019; Special Meetings, August 28; September 1; and September 5, 2019 meeting minutes, seconded by Mr. Howard. The motion was unanimously passed.**

APPROVAL OF CONSENT AGENDA: Mr. Howard moved to approve as amended, seconded by Mr. Bellamy. **The consent agenda as amended consisted of the following:**

Third Reading – **Ordinance 50-19** to amend the County Code pertaining to the Board of Assessment Appeals.

Third Reading on the following Ordinances to approve the request to amend the official zoning maps:

Ord 51-19 Donald Smith, agent for South Inlet Development LLC (30 acres); **Ord 52-19** Donald Smith, agent for South Inlet Development LLC (15 acres); and **Ord 53-19** Amber Wall, agent for Cox Farms Inc.

First Reading – **Ordinance 75-19** amending Chapter 1, Section 1-12(c) of the County Code and Exhibit A referred to therein, updating the form of Ordinance Summons Charging Documents.

First Reading – **Ordinance 76-19** to add Ketchup Town Store and Delco-Light Farm Electric Plant to the Horry County Historic Property Register as an individual historic property.

First Reading – **Ordinance 77-19** to amend the zoning ordinance of the County Code to replace agritourism with rural tourism and to adopt procedures for the issuance of a rural tourism permit.

Resolution R-93-19 approving the removal and replacement of several roads to the Comprehensive Road Improvement Plan for Council District 10.

Resolution R-94-19 approving the addition of roads to the Comprehensive Road Improvement Plan for Council District 10 for Years 21 & 22.

Resolutions accepting dedication of the roads and drainage into the county road system at the following locations:

- R-95-19** Seaglass Village at Bridgewater Phase 1
- R-96-19** Heritage Downs Phase 2
- R-97-19** Meadows at St Patrick
- R-98-19** Cypress Village Phase 4A
- R-99-19** Forestbrook Estates Phase 1B
- R-100-19** Forestbrook Preserve Phase 5
- R-101-19** Sunset Village at Bridgewater
- R-102-19** Sawgrass Village at Bridgewater Phase 1
- R-103-19** Sawgrass Village at Bridgewater Phase 2

Resolution R-104-19 authorizing the Sheriff's Office to submit & accept the FY 2019 Justice Assistance Grant not to exceed \$70,604.

Resolution R-105-19 to adopt the Horry County Home Consortium Consolidated Annual Performance & Evaluation Report (CAPER) for FY 2018-2019.

Resolution R-106-19 to appropriate up to \$1.5 million from revenues collected in excess of those required for completion of Ride II capital project sales tax projects, and to transfer those funds to the capital improvements fund for the purpose of acquiring right-of-way for Augusta Plantation interchange.

Resolution R-108-19 ending the State of Emergency declared pursuant to Emergency Ordinance 80-19.

Board Appointments: Reappointment of John David Ray to the Board of Assessment Appeals (Mr. Gardner); Kevin Kiely to the Parks & Open Space Board (Mr. DiSabato); and Eric Westover to the Parks & Open Space Board (Mr. Bellamy).

The motion passed with Mr. Worley voting nay.

Chairman Gardner paused a moment to let anyone leave that so desired.

PRESENTATIONS / RESOLUTIONS:

Resolution R-74-19 to approve a mining permit for White Sands LLC to conduct mining activities at a site located off M W Stroud Road in Nichols. **Mr. Howard moved to approve, seconded by Mr. Allen. The motion was unanimously passed.**

READING OF ORDINANCES:

Third Reading – **Ordinance 47-19** to approve the request of Venture Engineering, agent for Handfield LLC, to amend the official zoning maps. **Mr. Vaught moved to approve, seconded by Mr. Allen. A vote was held.**

<u>Yea</u>	<u>Nay</u>
Servant	Loftus
DiSabato	Worley
Howard	Gardner
Allen	
Hardee	
Prince	
Vaught	
Bellamy	
Crawford	

The motion passed nine to three.

Third Reading and Public Hearing – **Ordinance 54-19** to adopt the Horry County Comprehensive Plan, Imagine 2040, and repeal Chapter 15, Article 1, Sections 15-1 and 15-2 of the Planning chapter of the Code of Ordinances. **Mr. Vaught moved to approve, seconded by Mr. DiSabato.**

Mr. Steve Powell, Venture Engineering, stated he had prepared and sent out a memo and hoped they had had a chance to read it. He thanked the planning commission and staff for putting this together. He outlined a few points from that memo. Some of the areas in the Imagine 2040 Plan were designated future use of scenic and conservation in some of the low density rural. There were two versions of rural in the Imagine 2040 plan, one a 10,000 square foot lot and the other a 14,000 square foot lot. The issue was that those areas west of Hwy 90 and generally east of Hwy 905 that were painted with the broad brush were very low density areas and there was not an economic way to take areas zoned scenic and conservation or rural with a 14,500 square foot lots and never have any market values. He thought there were a lot of property owners in Horry County that needed to be listening and maybe were not aware that this use was changing and would take away much if not all of the value of their land. It increases the cost to develop those lots for building and land owners by more than 50%. It makes them where they wouldn't have a place in the market as it exists currently. He thought that was a fundamental issue with Imagine 2040 Plan. The justification for that from staff was because of flooding concerns from the river but the areas painted with that brush went far beyond the limits of flooding from Hurricanes Matthew and Florence. There were discussions about infrastructure and most of these areas that had somewhat of a major subdivision, 50 lots or more, have to have full turn lanes. SCDOT requires that. Those areas were not really an impact on traffic infrastructure. He had proposed that they look at changing in the Imagine 2040 Plan the minimum lot size for scenic and conservation and for rural across the board to 10,000 square feet with some provision that they might be able to go smaller than that. If they didn't do that, he thought there were thousands of acres of land along the Hwys 90 and 905 corridor that families and land owners were expecting was available for sale or development use which really didn't have much value anymore with this new zoning.

Mr. DiSabato had a question about parliamentary procedures. They had a motion to approve and a second. He asked Mr. Carotti if they had to withdraw that motion if they were sending this to a workshop. Mr. Carotti said no. What was taking place currently was the public hearing and at a later time there could be a motion to defer.

Chairman Gardner said it was normal procedure. They had a motion and a second. They had public hearing and next they would have comments from Council. If at any time during this one of the Council Members wanted to move to defer that to a workshop, they could take that up at that time, but what they needed to accomplish that night was limited public input.

Mr. Benjie Hardee said he was there to talk about the grave concern that had bred across the community, the construction community, and the developer community. He asked for anyone whose jobs depended on construction and development communities to stand. He wanted them to see that. This was a huge industry and as they could see that night, these were people you don't see there every day. They go to work before day and come back after dark. He pointed out a few things on the Imagine 2040 Plan that was a concern to him. They needed to have Council make the necessary amendments to the proposed plan to allow for flexibility to make amendments to the plan without a massive bureaucracy process. He had been told under existing law County Council could not make amendments to the planning commission proposal. If this was the case something needed to be done to allow them, the Council, to make needed changes since they were the elected officials representing and protecting residents of the county. Such an important plan should be left to the decision of elected and not

to appointed and hired individuals. He had heard them say at one time or another jobs, jobs, jobs. The construction development industry home grown was one of the top industries and should be cultivated and not discouraged. Nothing happening in America or Horry County until the spade is put in the ground. It was the foundation industry for all the rest. He supported good planning and zoning. Many of the planning and zoning decisions as to what a property is zoned were discretionary and should not be left to paid staff or appointed members of the planning commission. Zoning was not a science. There were no magic pencils or pens that could determine where one zone should end and another begin. County Council needs discretionary flexibility to draw the zoning lines. They were the policy makers and elected officials. The planning commission and planning staff should not have the final say where zoning lines were drawn. Council as elected representatives of the people needed to protect their property rights from those that believe big government always knows best. Please provide amendments to the 2040 Plan to provide Council the flexibility to adjust zoning lines without a lot of bureaucratic red tape and please guarantee the rezoning process did not become another mechanism for those that wish to unnecessarily restrict and eliminate growth by forcing applicants to spend tens of thousands of dollars for required submittals that require one to design an entire project before the project was even rezoned. Please guarantee that the zoning process did not become a mechanism to force an applicant to jump through all kinds of alternative hoops and pay exorbitant application fees that discourage an applicant from applying to rezone. Qualified planning staff had other tools to be sure projects were done in a manor to protect the best interest of the public. They should not be allowed to create unnecessary hurdles designed to stop or discourage growth to make it impossible to make affordable housing available to the public and allow the property owners to develop their property. Property owners deserve the option to request and receive reasonable consideration to rezone their property and the 2040 Plan needed to be amended to allow this. Please do not underestimate the tremendous, positive economic impact of the ripple effect of the \$4 billion dollar development and construction industry. When the spade goes in the ground the dollars spent by the industry goes from one hand to another and stimulates every aspect of community. It provides untold thousands of jobs. These were the people that go to work before daybreak and in many cases don't return home until after dark. They are the unheard because they are not at every Council meeting complaining and contesting projects. They were the working men and women of the county. Many were there that night. This 2040 Plan was taking hostage of thousands of acres of potential devaluing generational held property. Many families have held onto their family farms for generations. They could not make a living farming like their ancestors did. Now potential growth was approaching their properties which was increasing the value of their properties. Finally a chance to sell their properties for a decent sum of money. However that may not occur if this 2040 Plan is adopted. He asked Council to prolong the passing of the 2040 Plan and hold a workshop for stake holders to come up with a plan that would not negatively impact the county.

Mr. Al Jordan, president of the Greater Burgess Community Association and member of the steering committee for the Imagine 2040 Plan, said he wanted to speak in favor of the plan. They worked on this for over a year and he had heard some criticism about some environmental issues. He believed this plan was extraordinarily sensitive to environmental issues as it should be. He was voicing his support.

Ms. April O'Leary was there to speak in favor of the plan. For the first time the comprehensive plan addressed minimizing flood impacts and as a flooded family standing before them representing hundreds of other flooded families in Horry County, she supported the plan. They had a lot of challenges that they needed to overcome in the community to help reduce flood risk. She welcomed their leadership and partnership in helping reduce that flood risk. They knew that mitigation efforts in the plan actually increases jobs in the construction industry by making sure the regulations and ordinances were up to the IBC and IRC Codes. They actually increase jobs, wages, and economic growth. In 2000 property owners could determine and request their specific zoning which undermined any future comprehensive plans. This was a green card like system in which most parcels was deemed under CFA or FA classification and essentially made it unfavorable to sensibly plan for explosive population growth that they saw in Horry County. In some cases the CFA or FA parcels were actually located in areas that currently flood or were flood planes that convey flood waters. These were very natural sensitive buffers with highly permeable lands that absorb rainfall as well as slows runoff to nearby streams and swamps and naturally decreases the flood risk. According to NOAA, since 1996 they had seen a 59% increase in land developed in Horry County and a 62% increase in impervious surfaces which naturally cannot absorb water. The forest had decreased by 22% since 1996. 28% of those were upland forests and 19% were forested wetlands. These land changes coupled with changing participation patterns were increasing flooding impacts and risks for families that they serve. By removing the vegetation and soil, grading the land surface and essentially constructing drainage networks they were increasing the runoff to the streams and swamps. The Coastal Plain stream that runs in front of her home and flooded her family rose to almost 8 feet within 24 hours after 7.5 inches of rainfall so that was a great example of that. The calming most consequence of these high peak discharges was essentially increasing the frequency of flooding impacts for the constituents that they serve. It particularly localized flash floods that are experienced here. She also wanted to call to their attention the fact that future land use decisions were based on science. They were based off of stream flow information gathered by local stream gages. That was essentially the scientific foundation for flood planning and management and in order to make more informed decisions about future land use we need statically meaningful stream flow data over a 20 year period. The increase in rainfall and the frequency in named

storms make it difficult for the current infrastructure to accommodate the rain fall. She praised Council for commissioning the Flood Mitigation and Resiliency Study. That study would help protect 754 severely damaged properties totaling \$24.5 million after Hurricane Matthew that the county had to do in total payments. They had 10,500 structures within the county that were vulnerable to flooding. More than 30% of the county's critical facilities were in a flood hazard area such as the 260 impassable roads that we had during Hurricane Florence. She supported Imagine 2040 and the Council in commissioning the flood mitigation study and asked that they partner with families like hers to support and help reduce flood risk for families in Horry County.

Ms. Jody Nyers stated that growth was coming and was here. There were many concerns but she wanted to discuss one. She lived in the rural part of the county and loved the lower density of the area and would like to see it remain that way. Hwy 319 had become busier than ever over the last few years with development that was approved prior to the Hwy 319 Area Plan. The Hwy 319 Area Plan only covered 27.5 miles of the 1,100 miles of land that were in the county. The Hwy 319 Area Plan assures that development would be at half acre sized lots. The 319 committee worked hard to keep development at those lot sizes. The plan was adopted in 2011 and was attached to the Imagine 2040 Plan and hopefully would remain in effect. Planning and zoning requests to build, build, and build more had exploded and recently requested Ordinance 86-19 was requesting the zoning be changed from CFA to residential SF10 for development of Four Mile Road in Conway that falls within the area 319 Plan. Due to the last planning and zoning meeting being cancelled the community was unable to voice their concerns. She thanked them for sending it back that night. If this request was allowed to be approved, they were essentially saying the Hwy 319 Area Plan was obsolete because once a change was allowed for one developer others will expect the same. As this was part of Imagine 2040 she begged them to keep this plan active and ensure future development in this area was kept to the requirements outlined in the plan.

Mr. Steve Adams with the South Carolina Land Owner's Association said the plan was actually a good plan but there was a loop hole in the plan with the rezoning and out zoning phases. You didn't want to take away property rights from the citizens of Horry County because in the future if they passed this plan without watching the loopholes in the future, the property values may decrease and it may be harder to resell your property in the future. He was there to ask them to watch the plan and go back to the workshop and watch the loopholes. He was there to tell everybody there that the plan was a good plan but in the future there was a possibility that their property rights could be taken and their value could be decreased as well.

Chairman Gardner said the purpose that night was to hear limited input from the county. They wanted to hear from all the sides about this plan. This plan was important and their opinion was important. At that point in time they were going to close public input and ask Council for any input they may have.

Public input was closed.

Mr. Worley said there was verbiage added in that would allow the county planners to consider development in critical areas, flooding, wildfires, and other sensitive areas. He asked Mr. Schwerd if that was still in the plan.

Mr. Schwerd said he believed he was referring to the language in the conservation district which there had been much discussion about. There were many people on the conservation side who want to make a hard line and remove the current language that was still in there which provides flexibility for the development community to provide information to the planning department, the planning commission, and County Council in regards to that individual property. There was a lot of questions on how it came about. They went through a lot of data. There was a lot of information. They used flood information, soils information, (inaudible) data, and preserved open space data to determine where these areas were of concern. That didn't mean those properties couldn't be developed or that there was not something on the properties that was perfectly developable. So the language that was recommended by the planning commission which was still in the plan that day in the scenic conservation provides flexibility for that community and their engineers to go out and do things like determine if there was any habitat on that property that needs to be protected. If there were wetlands on that property because they based all theirs off of suspected wetlands and hydric soils. They may be able to go out and delineate that there were no wetlands or that their wetlands were limited to certain areas of the property. They didn't have that information until they provide that to them. So that information was still in there. If it was adjacent to wildfire areas there were proposed amendments that they discussed. A couple of Council meetings ago he was asked that they give them some checklists of things that they talked about. They had provided that. It was available on their website as a proposed text amendment that includes information that lets them discuss things like if they want to develop these areas that were scenic and conservation or adjacent to those areas that need to be protected, it gives a whole checklist of information that they could decide to create in their plan. Wild fire buffers, additional wetland buffers, things to address those things that made it scenic and conservation and still be able to develop the remainder of their property without taking away those rights because they didn't have specific information on every single property at the ground level. They didn't go out and do a wetland delineation. It would be

physically impossible for their limited staff to do that. They used the information they had electronically. Planning commission felt it was important and staff agreed to keep that language in there to allow for the development community to provide that information to the planning commission and the Council so that they would have additional information that they had never had before above and beyond that so that they could make that determination whether that was truly something that needs to be preserved as scenic and conservation or whether it was something that maybe they could actually preserve more of the land through development by protecting the area that was critical and developing the portion that was not because without the rezoning or without the development plans there was nothing that prohibits them from developing under the current underlying zoning district. Some of those districts, and many of them were CFA that allow for multi-family which was an ever growing desire. So the information was still in there but in there for a reason. It was not in there just because somebody decided that we need to give them a loophole. It was in there because they didn't have identified specific information on every single property and they felt it was important to have them have the opportunity to provide that information to Council for them as the decision makers and make the decision.

Mr. Worley said he was understanding that if it was it would come back to Council for a three reading approval.

Mr. Schwerd said if it was in the scenic and conservation and they were going through a rezoning, it was just like every other rezoning. It would come before Council. The only thing that would be different was if there was slightly additional information that would be provided. It also gives them ability to provide that information.

Mr. Worley said he wanted to make sure. If there was some variation from the plan, his understanding was that it would come back to Council for approval. It would not be left up to staff to make that determination.

Mr. Schwerd said in the end staff had no ability to make a final decision on any rezoning action or a land use. If they wanted to change their land use or go through a rezoning action or decide that they wanted to resubmit something, even if it doesn't match the comprehensive plan, staff and planning commission still would only have the power to make recommendations to this board.

Mr. Bellamy said in view of the information provided he thought it would be a recommendation that they refer this to a workshop.

Chairman Gardner said he wanted to make sure everybody had a chance to be heard first.

Mr. DiSabato asked if they knew approximately how much land they were talking about under the scenic and conservation area.

Mr. Schwerd said about 38% of the county. That was significantly more than the areas they had before. That was not significantly changed along Hwys 90 and 905. The biggest changes in scenic and conservation were actually on the western side of the county, the Lumber and Pee Dee Rivers as well as the Finger Wetlands that feed those rivers. The changes along Hwys 90 and 905 the wetland, the scenic, and conservation was not significantly changed in those areas. In fact, in some areas on Hwy 90 it was reduced.

Mr. DiSabato said if he was hearing him right, what they had done was expanded the protection of certain areas but still provided the ability for the land owner to come to them for a rezoning if it was appropriate.

Mr. Schwerd said that was correct. The flexibility that was built in allows the land owner to provide information and develop at the density of the surrounding land use that was approved. So if it was adjacent to a rural community, they could provide that information to show that their property was just as developable or it also incentivizes protection of those critical areas. So if it was adjacent to a wildfire area or a wetland, it actually incentivizes that they protect those areas and develop the rest so that it becomes a situation where the development community gets to reduce their infrastructure costs, lot widths, still be able to develop the property, and the land owner still has the rights that they were already allowed for. In fact, they could develop the same number of units and then the environmental constraints get protected because we are asking them to preserve it with wetland buffers, wildfire buffers, additional open space, and those types of things that led it to be scenic and conservation to begin with. Reduce wetland impacts.

Mr. DiSabato said those would all be things that were considered at the planning commission level when the rezonings were being considered for approval by Council.

Mr. Schwerd said that was correct. They would be considered by staff before a recommendation was made. It would be considered by planning commission before they make their recommendation. It would be information available to Council to make their final decision because the planning commission and planning staff do not have a final authority on those.

Mr. Prince asked if there was anything in the plan that was determining the size of lots. Were they still going under the same size of lots?

Mr. Schwerd said the comprehensive plan did not affect existing land uses. If they had an existing lot size that they were currently allowed, they could develop it that way. It did have recommendations on lot sizes for development that occurs within that land use. So if it was shown as a rural community, its recommended lot size was 14,500. However, if you were part of a development and you prepare a plan that addresses those issues of it being rural community, you could possibly reduce it down to a 10,000 square foot lot size. The key was, it was not just a 10,000 square foot lot size with a 70 foot lot width which is what most people associate. They could reduce the lot widths and the set-backs if they choose if they preserve more open space. If they want to protect wetlands on their site. If they want to address those sustainable development criteria, they could reduce their lot widths down to a more manageable 50 – 60 foot lot which was what most of the national builders were looking for.

Mr. Prince said it would still give the developers a way to do their projects as far as infrastructure, roads, water, sewer and all that to keep it as inexpensive as possible.

Mr. Schwerd said correct. The majority of the cost would be the width of the lot. The more the width of the lot the less lot they get, and the more pipe they have to put in for the ground. By reducing that cost and overall reducing the amount of impervious area and protecting the more critical areas, they would still get the same number of lots. They would still get the same amount of income and they would have reduced their construction costs.

Mr. Prince said with a better development because you would have open space and all that stuff.

Mr. Schwerd said that was the goal of the plan.

Chairman Gardner said they had a motion to defer the matter to a County Council workshop. **Mr. DiSabato seconded the motion to defer to a workshop. The motion was unanimously passed.**

Chairman Gardner recessed the meeting for a ten minute break.

Chairman Gardner called the meeting back to order.

Second Reading and Public Hearing – **Ordinance 55-19** amending the County Code of Ordinances regulating to open burning in the unincorporated areas of Horry County. **Mr. Vaught moved to approve, seconded by Mr. Worley.**

Ms. Susan Wall was present representing the Myrtle Trace Grand HOA Community on Hwy. 544. She had read the proposed ordinance and agreed with most of it. The one part that she did not agree with was enforcement. They were not very specific on what their enforcement was. If the fire department responded to a complaint on open burning, somebody should be able to write a ticket. If they couldn't write a ticket to the resident, then write it to the person that rents the property to them. They burn all kinds of stuff on the other side of their fence. If they were going to have an open burning ordinance, make sure the residential areas of the county were protected from open burning. She referred to the punishments referred to in the ordinance and asked who would write the ticket. They needed to have someone with the fire department be able to write the ticket.

Ms. Lynn Lamier, a resident of Glenmoore, said the open burning issue was ongoing for her community. There were two properties in her area that did open burning on a regular basis. They were clearing land. They couldn't open their windows or keep their screened in porches clean for the soot. With the development going on in the unincorporated areas of Horry County there would have to be some changes made with open burning.

Mr. Worley said staff had been working on this ordinance for 18 months to try to come up with something that would work across the county and he thought they had. He asked the Fire Chiefs to explain how they would stop the habitual offenders of the burning ordinance.

Chief Thomas Loeper said they had begun working with the Horry County Police Department on the current ordinance and if this one was passed on the new ordinance on enforcement and writing ordinance summons. Their ordinance referenced

the South Carolina Burning Law that South Carolina Forestry utilized. It also referenced South Carolina DHEC regulations which addressed burning trash, like household trash, and clean air laws. Since their ordinance referenced that you must be in compliance with those regulations and laws then a Horry County officer can write an ordinance summons on that. That was not widely known for a good period of time but that was something that they had stepped up. They had seen some ordinance summonses issued here recently. They continue to educate personnel to insure that if they do see cases of illegal burning, that an officer is called out, and that if it's (inaudible), an ordinance summons be written on it.

Mr. Worley said his point was were they going to need to get the delegation to give them some kind of legislation that at least gave them somebody with the fire department the same as they did the rangers some authority to have a ticket book. He remembered years ago that his father set the field on fire and was written a ticket.

Mr. Carotti said that Section 1-12 of the Horry County Code of Ordinances provides that authority to the fire department. They would be discussing it in house more in depth about issuing ordinance summonses. Also the fire department has the ability to spray them down with big fire hoses if they are called upon to do that.

Mr. Worley asked if he was hearing him say that their people in the field, whoever they were, they had the authority to write a citation.

Mr. Carotti said that would be the fire chief or his designee. It couldn't be just anybody. It would have to be... It was strictly monitored. All the ordinances were audited and kept very secure. The summons books were. So it would have to be designated officials within the fire department who would be given the authority to issue an ordinance summons at the discretion of the administrator of the county and the fire chief.

Mr. Worley said he didn't want this to fall through the crack. So if the fire truck goes out to a development and there was open burning and they had been told not to do it. You give them a warning not to do it and maybe the next time you give them a citation. You give them the citation. Where does that citation go?

Mr. Carotti stated the magistrate's court. It was a civil infraction up to \$200 fee for a civil infraction. It was one of three civil infractions that the county has on the books and if they fail to pay, they were adjudicated at fault. Then it was like any civil judgment.

Mr. Worley told the citizens that he hoped they understood. There was something in the proposed ordinance so that they could enforce it and it did have meat in it. If you break the law, they would write them a ticket and they would have to pay.

Mr. Prince asked if the person that writes the ticket had to go to court.

Mr. Carotti said it would be either them or him.

Mr. Worley said there had been some discussion about development where the developers were clear cutting or cutting all the trees down and burning them. He asked him to tell them what the rule is on that.

Mr. Carotti said there was a SCDHEC regulation. He could generally describe it but he knew Chief Loeper knew it like the back of his hand.

Chief Loeper said burning debris as the result of clearing, SCDHEC actually strictly regulates that. The piles had certain sizes they could be. He thought it was no higher than 25 feet in height. Don't quote him on that. However, you were not allowed to have these piles within 1,000 feet of any roadway, residence, commercial or industrial occupancy. 1,000 feet was a long way.

Mr. Prince asked if that depended on the size.

Chief Loeper said no.

Mr. Worley said his point was that that was a state statute that they had no control over so when the citizens called him, there was absolutely nothing he could do. If they had a problem with it, they needed to call their delegation members. There was not a lot Council could do about that.

Chief Loeper said for clarification it was 30 by 30 size for the piles. No more than 2 piles per 6 acres.

Mr. Hardee said SC Forestry has jurisdiction over the open burning.

Chief Tanner said they had been in contact with SCDHEC air quality and for those that were burning illegal materials, if they report that to them they had agreed that they would come out and take care of that as a state violation for air quality control as well. They made that contact as well.

Mr. Prince said he had been to many calls for illegal burning. When they get there as a fireman they couldn't do anything other than put it out. They can't write tickets. They didn't have a ticket book. Did he just understand that they were going to get together with the police and fire and coordinate something so that they could have a ticket book so they could write tickets? There was one place they had been 10 times in the last year or so and it was illegal man made materials that they were burning. They needed to be able to enforce it so they didn't have to continue to go out multiple times to the same place.

Chief Tanner said this ordinance clarified a lot of those points for them because as they went before there was a gray area about where they were burning and what was going on. Now, they knew. 50 foot was 50 foot. It was easy and everybody could figure that out.

Mr. Prince said you have 70% of the rural area that was made up of Horry County. If they passed this, this was not going to be something where they would be going out and aggravating them every time they burn a pile of legal trash and debris.

Chief Tanner said there would be an in depth public education program that goes with this program so that everybody would understand what they were looking to do.

Mr. Worley told Mr. Prince that he would assure him it was drafted around the rural part of the county. You just basically had to stay 50 feet off the property line. If you couldn't stay 50 feet off the property line, you didn't need to strike the match.

Mr. Prince said he wanted the people at home to understand they were not keeping people from burning when they could legally burn.

Mr. Carotti said there had been some talk about tickets. County Council passed that evening the first reading of Ordinance 75-19 on consent because they needed to update the charging documents. They would find the form ticket that would be used in these circumstances in that ordinance.

The motion was unanimously passed.

Second Reading and Public Hearing – **Ordinance 65-19** approving & authorizing the county administrator to execute a concession agreement with HMS Host International for the right to develop and operate a gourmet coffee concept and beer/wine concept at MYR for use by the public. **Mr. Vaught moved to approve, seconded by Mr. Servant. There was no public input. The motion was unanimously passed.**

Second Reading and Public Hearing on the following Ordinances to approve the request to amend the official zoning maps:

Ord 59-19 Roy Keith Rogers et al. **Mr. Howard moved to approve, seconded by Mr. Loftus. There was no public input.** Mr. Worley asked Council to vote no on this. The Willard Subdivision was a single family subdivision. He couldn't, in good conscience, allow a duplex to go in there when they could very easily use the property for single family. If they wanted to build a two story single family home, that was fine. He had no problem with that but he didn't think it was right for the existing property owners to allow developers to go in in the middle of the development and allow duplex. He couldn't in good conscience do that so he was asking Council to vote no.

Mr. Prince said the area that he was talking about, wasn't most everything a SF10 already.

Mr. Worley said they wanted the zoning changed so they could go to duplex in there.

Mr. Prince asked if it wasn't already a SF10 around the area.

Mr. Gosnell said they wanted it changed to SF6.

Mr. Schwerd said he wanted it to be clear it was a single duplex.

Mr. Worley said it was just inside from the corner, but if they allowed that one, there was a lot right beside it. What was he going to tell them?

Mr. DiSabato asked Mr. Schwerd what that meant.

Mr. Loftus asked what a single duplex was.

Mr. Schwerd said it was a single two unit building as opposed to a developer coming in and doing 3 or 4 duplexes.

Mr. DiSabato said they were talking about one parcel and not multiples.

Mr. Schwerd said that was correct and the applicant was there if there was any questions.

Mr. Prince asked if there was already any of these in the area.

Mr. Schwerd said not on this side of Hwy 17. On the opposite side of Hwy 17 there were several duplexes in the same area, but there were none on this side. It was all single family on that side.

Mr. DiSabato asked if this was a platted subdivision with a master plan and master deed.

Mr. Schwerd said it was an older subdivision. He didn't know if they had a master deed. They indicated there were no conflicts with it.

A vote was held.

Yea

Nay

Servant
Loftus
DiSabato
Howard
Worley
Gardner
Allen
Hardee
Prince
Vaught
Bellamy
Crawford

The motion failed twelve to zero.

Ord 60-19 BHHS Myrtle Beach Real Estate, agent for Lila Mae Hucks & Sylvia Hucks. Mr. Loftus moved to approve, seconded by Mr. Bellamy. There was no public input. The motion was unanimously passed.

Ord 61-19 Earthworks Group, agent for MC & WKM LLC. Mr. Crawford moved to approve, seconded by Mr. Vaught. There was no public input. Mr. Worley told Mr. Crawford that he needed to take a look at this ordinance. Mr. Crawford said he had examined the request and he supported it. The motion was unanimously passed.

Ord 62-19 G3 Engineering, agent for A C Thomas Prop LLC. Mr. Howard moved to approve, seconded by Mr. Vaught. There was no public input. The motion was passed with Mr. Worley voting nay.

Ord 63-19 G3 Engineering, agent for Robin Sessoms etal. Mr. Howard moved to approve, seconded by Mr. Vaught. There was no public input. The motion was passed with Messrs. Worley and Bellamy voting nay.

Ord 64-19 G3 Engineering, agent for Casey Donna Edge & Lisa Fineran. Mr. Howard moved to approve, seconded by Mr. Vaught.

Ms. Amelia Wood stated she lived around the corner from this property. She thanked Mr. Hardee for meeting with members of the community regarding a lot of past development and the results of that past development on the community. She was basing her opinion on this development on what had happened with the other developments. They had quite a few new developments in their community and she named a few. Every single development that she named had caused problems for some of the residents in her community. Each of those developments had a post discharge of stormwater that was greater than the previous discharge. That was not supposed to happen but was happening. A reason for the problem may be that we have so many wetlands in the area. She knew that the property owner had the right to sell and make money but they, as the people that lived there already, had property rights too. They had the right not to have stormwater dumped on their properties and they wanted to remind them that the scenic conservation areas, the wetlands, preserve a function that was priceless. They were worth a lot as far as absorbing stormwater. All the scenic conservation areas were valuable to preserve that act as a sponge for stormwater. They had a lot of value for everyone and she asked that they oppose this rezoning and any rezoning in their area until they get some problems solved with stormwater because they had a lot of stormwater management problems in their neighborhood.

Ms. Angela Naples said she owned a home on Bear Bluff Road near the corner of Old Reaves Ferry Rd. The house had been there since the 1950s and she had owned it for 10 years. Over the past 1.5 years they cut down the trees on 10 acres around her home and built new homes. They reworded the zoning for the neighborhood so that they didn't have to dig the retention pond that was needed with water drainage. They hauled in 30 – 40 loads of dirt and built the homes to the new regulations which caused all the stormwater to run onto her yard that had never flooded before. When they have a deluge of water her home becomes an island with 5 – 10 inches of water around her entire house. This was supposed to be her retirement home but every time it rains she had to worry about her home. She had installed four sump pumps underneath her home that go into a ditch that runs along the property that nobody cleans out. She called stormwater management that told her there was nothing they could do about it and told her to dig a wet garden in the back corner of her property. She asked about ditches. They told her to talk to SCDOT that told her that it was the builder's responsibility. She talked to the builder and he told her she was harassing him. She as a resident and constituent was at a loss. She didn't know what to do. This property had never flooded but she could guarantee if they got a big enough hurricane, her house would flood. She wanted to know who to go to for help with that. She understood they had rezoning but it was not fair to the people who have been here for a long time. What were the repercussions for her as compared to the people who just moved in? She understood that they wanted Horry County to grow, but they needed to help with the infrastructure and needed to help protect the residents that were already here. They shouldn't just be protecting the residents that they wanted to come live here.

Mr. Worley asked Ms. Naples if she stated her property did not flood before. Ms. Naples said according to her flood insurance FEMA map, it said that this house had never flooded since 1978.

Mr. Worley verified that it did now after the development and Ms. Naples said yes. Mr. Worley asked if she could prove that. Ms. Naples said according to her flood map, yes that was correct. Mr. Worley advised her to hire her a good lawyer and make them fix the problem. Ms. Naples asked who was supposed to fix it and Mr. Worley told her the developer. He told her to hire her a lawyer, stick with it, and at the end of the day they would fix her problem.

Mr. Prince asked Mr. Schwerd what size development she was talking about and did it have to go through rezoning at planning and zoning.

Mr. Schwerd said the previous speaker was speaking about a minor subdivision which was anything that was 10 lots or less. The lots that were adjacent to her were subdivided out of existing CFA zoned property. All of them were at least a half-acre or larger in size so they didn't have to go through a rezoning. They were considered a minor subdivision so they didn't have to submit all those stormwater plans and things that the county referred to in terms of holding their water and that type stuff. This was what happens as it was under existing current zoning. They get to pull an individual permit on each house. It was exempt from the other regulations.

Mr. Prince said if it had to be rezoned and had to go through stormwater, she may have not been in this situation.

Mr. Schwerd said if it was a major development it would have had to go through the rezoning process and they would have had the entire stormwater review which would be considered existing lots of record.

Mr. Prince said they still shouldn't be able to raise their land higher than her land.

Ms. Felicia DeSoto stated that she lived on Bear Bluff Road. They had had quite a scenario going on in their neighborhood as Mr. Hardee knew. She thought they had made it very clear to everyone as to the flooding that they had. She wanted to

talk about other issues. They wanted to rezone this parcel from a CFA to MRD1. She asked what kind of housing could be built on an MRD1 lot.

Mr. Schwerd said that in this particular development the only thing that could be built were single family homes. They had a minimum lot size at 7,000 although their development proposals a minimum lot size of 10,000 square feet and a maximum number of 58 single family lots. That was all that could be built on this MRD1.

Mr. Vaught asked what if it was CFA like it was.

Mr. Schwerd said with CFA they could have individual single family lots on half acres. They could have 64 different commercial uses. Anything from retail, trade, workshops, trade shops, outdoor storage, mini storage, or they could have multi-family at 3 units an acre. That recently started to come up as a discussion where developers had determined that the price of land on Hwy 90 was starting to warrant the discussion of multi-family housing. That was gross acreage. That would allow them to count all the wetlands towards their allowable density. So on a project of this size where you had 108 acres, even though the majority of them were wetlands, those would be allowed so you could have 324 multi-family homes on those properties.

Mr. Vaught said as it was currently zoned.

Mr. Schwerd said as it was currently zoned.

Mr. DiSabato asked if they told them they wanted 10,000 square foot lots and they listened was what he was saying.

Ms. DeSoto asked if they were building on 10,000 square foot lots. No. So that being said, the reason she asked that was because she understood that MRD1 had a lot of different types of homes that could be built. She asked Mr. Schwerd if he was saying it was only single family homes.

Mr. Schwerd said that was correct...

Ms. DeSoto asked if that was going to be in writing.

Mr. Schwerd said MRD1, as it was currently written, the maximum density that they show on their plans was the maximum density that they could construct. If they do not show anything but single family, all they can build is single family. That was already in black and white in the ordinance.

Ms. DeSoto said that clarification was what she was looking for. That they would not be putting in any types of homes. That being said, yes this was only 58 homes. That was a drop in the bucket. However when they look at what was going on on Hwy 90, it was not. She mentioned different developments going in. The bottom line was they were putting the cart before the horse. They needed to see infrastructure grow now, not 5 years from now. She was concerned for her neighbors that were flooding. She was concerned for the amount of traffic that was on Hwy 90 now. It had increased incredibly. It was not just them. Something had to slow down. Everything was growing but the infrastructure. They needed over 100 police officers. They couldn't handle what they currently had. They couldn't be safe in their own back yards but yet they keep building.

Public input was closed.

Mr. Worley asked Mr. Schwerd if they were talking about Ordinance 64-19 and he said that was correct. Mr. Worley asked why MRD1 was 10,000 square foot lots but on the summary it said 7,000. What was he missing?

Mr. Schwerd said the minimum lot size by the MRD1 was 7,000. The developer and their engineer had chosen to design a lot to 10,000 so an individual lot within that project could be reduced from 10,000 down to 7,500 or 8,000 but they could not increase the number of lots that they were showing. If they show 58 lots now which were meeting the 10,000 square foot and they decide to maybe reduce the infrastructure or increase their amount of open space or in this situation probably increase the amount of ponds that were on the property in order to retain some of that stormwater, they could then in turn reduce the size of their lots from 10,000 to 8,500 or 7,000 in order to make up. But they could not exceed the number of single family lots.

Mr. Worley asked why they chose MRD1 over some other.

Mr. Schwerd said there were two main reasons for that. One, MRD1 provides them flexibility in terms of lot width. Lot width was a big factor in determining construction cost. If they could go with a narrower lot, they could get more lots on the same amount of infrastructure. So the same amount of road would provide access to 30% more lots. The second reason was that MRD1 allows them flexibility in side setbacks. They could go from a 10 foot to a 5 foot but in order to get the reduced lot sizes or to get the reduced setbacks they have to provide things. In this case, they provided sidewalks throughout the entire community and they provided community gardens and doubled the amount of active required open space within their project. So they provided three sustainable criteria in order to obtain that increased density and reduce setbacks.

Mr. Hardee stated he said they wanted to put 78 homes, and they were asking for it to be rezoned. If they didn't put the 78 homes, they could put 324 multi-family units in there.

Mr. Schwerd said sure. Actually it was 58 single family homes he thought.

Mr. Hardee asked how many they could put under CFA.

Mr. Schwerd said maybe 324 or 325 depending on once they get the survey done of the entire property.

Mr. Hardee asked him about Ordinance 74-19 with 125 homes. It was a CFA. How many family units... That was one they talked ...

Mr. Schwerd said that would be 375 and that adjacent property to that one was developing as a multi-family project. Which was zoned under the CFA.

Mr. Hardee said that was what they were going to do if they didn't get this zoning on this one.

Mr. Schwerd said he believed so.

A vote was held.

<u>Yea</u>	<u>Nay</u>
Servant	Worley
Loftus	Gardner
DiSabato	Vaught
Howard	
Allen	
Hardee	
Prince	
Bellamy	
Crawford	

The motion passed nine to three.

Chairman Gardner called for a five minute break.

Chairman Gardner called the meeting back to order.

Ord 66-19 Deborah Wilson & Sharon Brown. Mr. Howard moved to approve, seconded by Mr. Bellamy. There was no public input. The motion was unanimously passed.

Ord 67-19 Crescent Moon Land Surveying, agent for Nicholae Creto etal. Mr. DiSabato moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.

Ord 68-19 Rick Vines, agent for Vines Investments LLC, Lakeside Crossing PUD Amendment. Mr. Vaught moved to approve, seconded by Mr. Prince.

Mr. Raymond Poutrie stated he lived in Lakeside Crossing and his property abutted to the Vines development. He presented handouts for the Council. They had presented handouts to the planning commission and had added some additions since to show that things hadn't changed since the planning commission meeting. They were asking a delay of voting for the zoning

request until Mr. Vines demonstrated full compliance with current rezoning requirements. If they confirmed through onsite inspections that the conditions reflected in the enclosed pictures no longer exist, and also to confirm (inaudible) and Vines were acting within zoning regulations and good neighbor rules as they are abutting a 55+ residential neighborhood. By adhering to noise and nuisance regulations, external inventory storage regulations, including equipment, pallets, tires, and propane tanks all currently stored outside unsecured and exposed. All trash regulations met including food items, regulation requiring enclosed dumpster, and security lighting restrictions that ensure lighting does not shine into neighbors' homes as it does now. They were willing to work with Council, Vines, and protect the (inaudible) communities to resolve the above. He understood after talking with a representative with the planning commission that there were some restrictions being placed on... That Mr. Vines had to meet certain requirements within ten days of final approval. He didn't know if they had to go through final approval before he had a ten day restriction or could it be put on before.

Mr. Schwerd said the majority of the concerns with the outdoor storage and the dumpster area, the screening was required. However, because it was a standing ordinance they had already issued a warning citation for the outdoor storage. He could not come in compliance with ProTech until the actual third reading of this because it was not a currently allowed use. However the outdoor storage was something he believed could come into compliance. He believed they were currently waiting on Sun Communities who was the property owner of the community itself, Lakeside Crossing, and they were working with Vines plumbing in order to establish a wall or fence that was above and beyond the six foot that was required by the planning commission for the outdoor storage area. He believed there was some delay in getting that in until October. However the planning staff had issued a warning. Once the third reading was done they would go back out and see what the existing violations were. Currently they were in a stay of enforcement during the rezoning process which would be the normal course of business. Then after third reading if they were not in compliance within the ten day they would issue a citation. In which case that would be up to a judge or magistrate to decide with the enforcement or to delay the case.

Mr. Boutree said he had nothing against Vines except for some of the pictures were taken out of his living room. This was what they were looking at from his living room. There was a big green dumpster with tires and other stuff around it. He wanted to make sure... The fence would hide it from them seeing it. It won't hide from it being done. He would like to have some assurance that this would be done.

The motion was unanimously passed.

Ord 69-19 G3 Engineering, agent for Vern's Investments LLC & MBN Breakers. **Mr. Howard moved to approve, seconded by Mr. Vaught.**

Mr. Ken Lear stated he was representing the Long Bay Property Association Number 2. Ordinance 69-19 consists of two rezoning requests. One was to rezone a parcel of land for 81 single family homes which they were not opposed to. The second request was to rezone a section of land from RE1 to RE4, mini storage units. The property association was strongly opposed to building these mini-storage units in that area. Some of the criteria points were adversely being affected by these multi storage units if they were allowed to go in. They wanted to go on record as being opposed to the RE1 to RE4 rezoning.

Public input was closed.

The motion was unanimously passed.

Ord 70-19 G3 Engineering, agent for Twin City Equipment Co. **Mr. Vaught moved to approve, seconded by Mr. Howard.**

Mr. George Myers stated that he lived adjacent to this property being rezoned. The people in the area were adamantly against the rezoning for several reasons. One was the lack of information they received on what would be built on the property. The rezoning signs keep disappearing leading them to believe that there was something they were wanting to hide from the public. One of the things he was told it could be was a stop and drop for semi-truck trailers and expressed several reasons for not wanting this. There had been no concept drawings, no research into hazardous assessment, and no research into environmental control. His recommendation for Council was that they take an in-depth look at this application and determine exactly what would go on the property, what they were going to store, what kind of trailers were they going to drop, who would drop them and when. Would they want an undefined truck stop in their back yard? He presented a petition to Council signed by the residents in the area within one mile.

Mr. Dale Shelly stated he was a lifelong resident of the Green Sea Community. He asked for their support in the rezoning of Pin 1550000008 from FA to PA1. The perspective purchasers had already invested a lot of time and money in the planning

and engineering of this project. The investors had looked at over 50 parcels and this parcel seemed to meet all the due diligence requirements that they need for this business. All improvements would be made in accordance with planning and zoning. Twenty-four hour security and the buffers as far as setbacks, fencing, and vegetative buffers according to the planning commission would be installed. When finished this operation would provide approximately ten new jobs to the community within 24 months and upwards of 25 – 30 jobs in the community within 36 months. He asked them to consider this zoning change and thanked them for working with the community and trying to make the county a better place to live.

The motion passed with Messrs. Worley, Servant, and Howard voting Nay.

Ord 71-19 G3 Engineering, agent for Palmetto Main Street Partners II, LLC. **Mr. Howard moved to approve, seconded by Mr. Vaught.**

Ms. Deborah Sapliway, POA President of Pelican Bay, stated she had lived in the community for almost four years. The residents were very concerned with the development planned outside of their front gate. They have a private ditch that runs straight through the middle of their community with two sharp turns with lots of erosion. They had asked Benjie Hardee in the past for help with the ditch. It was his water that currently ran through the ditch. Approximately 17 residents live on the ditch and own and maintain the ditch. They pay taxes on it and it was part of their property. She couldn't get answers as to how another development could come in and dump their stormwater into their private ditch. She had had stormwater come out to their community numerous times over the last two years and was told they couldn't help them or do anything. It was a private ditch. Now it seemed that it would be used as a public ditch because apparently this development that wanted to move forward with all of its hard surfaces, all of their water had nowhere to go except for in their ditch which belonged to 17 of the residents. These residents pay taxes on that ditch. They were not asked about this water coming into their yards. She asked that they seriously consider this rezoning. If not the rezoning, at least the number of houses that was proposed. At first they were told 64 houses and now were being told 71 homes. She didn't know how they would fit 71 homes out there. She didn't feel like the type of homes being proposed was in the best interest of them as homeowners and the value of their homes. The biggest concern was how another development could run their stormwater into their ditch. She had called four times to stormwater to Tom Roth asking him to come out and walk the ditch with them and see what she was talking about. She had not received a call from stormwater. She presented a picture of the ditch that was probably 4 – 5 times wider now because of the past storm that they had. They had two culverts in their community and the ditch between the two culverts didn't drain. Water stayed in there for months and become stagnant.

Mr. DiSabato asked who was responsible for the maintenance and drainage of that ditch. Was it the county or...

Ms. Sapliway said it was a private ditch.

Mr. DiSabato said if they owned it so it was a HOA ditch.

Ms. Sapliway said yes. It was a community ditch. At one point it was public and then down the line it became private. She wasn't sure of all the history since she had only lived there for four years. Benjie Hardee was the developer for Pelican Bay. He was supposed to dredge that ditch and get it moving but that never happened.

Mr. DiSabato asked if the HOA had taken it upon themselves to do anything about it.

Ms. Sapliway said they were a very small HOA and didn't have a lot of money to be dumping into this. The ditch would be fine if it was just their runoff water, but when Mr. Hardee's ponds in front of the community start to get high, then that comes into their community. Again, she was not sure how that happens. They were a private community. Why was someone else's water being dumped into their ditch? Now he was planning this community in the front where the ponds are and all the water would come in on them.

Chairman Gardner thanked her for the pictures and stated they would look into this.

Mr. Wayne Russell stated he lived in Pelican Bay and was a ditch owner. He had some questions as far as the stormwater management team and their non-response to many request to help them understand what the plans were for the development in front of them. Being private owners they were wondering why were they subject to this potential development going on for this water to come through the middle of their subdivision. The pond out front had been there for a while but through one storm the water came up and was encroaching on people's yards in the subdivision. Beyond the subdivision that was being planned in this ordinance, there were 100 acres out there. There was other acreage out there. They all come into that pond.

The overflow was set for some reason at some height. How was stormwater involved in that? Could they get this stopped or postponed until this gets...

Chairman Gardner said they needed to look into that. They would hopefully hear from all the players involved in this for information.

Mr. Glen Genter stated he also lived in Pelican Bay and not only water from Route 31 and Sports Center, it comes through his backyard. There was a history to development. There was a Phase I and Phase II. When Phase II was put in the culverts... They were too high. So when that water, which looked like a trout stream, gets down below the two culverts it settles and gets stagnant and you have the mosquitos and everything else. He didn't know what could have taken place. The development went into bankruptcy at one time and then there was a new developer and new builder. He didn't know what changed hands but why wasn't somebody inspecting that the culverts were put in properly and that it was graded properly. There was supposed to be fountains and retention ponds. There was electric but no fountains. Doesn't anybody follow up to make sure things are followed through?

Chairman Gardner said they would be taking a look at that.

Mr. Worley asked how much stagnant water they were talking about.

Mr. Genter said he was told it used to get dry at some point but the water was stagnant all along it.

Mr. Worley referred to the pictures that had been presented. He asked if staff had been out and looked at this.

Mr. Genter said they were the last section where that drainage water finally hits the Intracoastal and yet at the last meeting it was pointed out they had preservation land where they couldn't build on both sides of Pelican Bay. Why couldn't they just do a straight run into the Intracoastal?

Mr. Worley asked if it was only 500 feet.

Mr. Genter said he didn't know.

Mr. Worley asked if their development adjoined the waterway.

Mr. Genter said yes. It was right on the waterway. It was the last stretch before it went into the waterway.

Mr. Worley moved to defer this to give staff an opportunity to go out and look at it and report back to Council, seconded by Mr. Bellamy.

Mr. Vaught asked if these problems have anything to do with the proposed development that they were looking at or were they drainage problems being brought up. If they were problems just being brought up then that was something they needed to deal with but did they have anything to do with the development that was going in.

Chairman Gardner said it sounded like it was a different development that was draining into this development.

Mr. Howard asked to have the engineer explain this.

Mr. Worley said he had the motion on the table to defer it and give staff an opportunity... If it was not a problem these people wouldn't be there.

Chairman Gardner said they had a motion to defer and a second to that motion to defer. The question was being called for the vote. They would vote on the motion to defer this matter to another time. **A vote was held.**

<u>Yea</u>	<u>Nay</u>
Servant	Howard
Loftus	Gardner
DiSabato	
Worley	
Allen	
Hardee	
Vaught	
Bellamy	
Crawford	

The motion to defer passed nine to two. Mr. Prince's light was not working.

Mr. DiSabato asked if this was just getting deferred until the next Council meeting or back to the planning commission and Mr. Worley stated just to the next Council meeting.

Chairman Gardner explained to the audience that there was a motion to postpone this matter. The merits of it wouldn't be voted on that night. It would come back at the next Council meeting and he invited anybody present with an interest in it to come back at that time.

Ord 72-19 E3 Studio LLC, agent for SFG Furnishings & Accents LLC. **Mr. Bellamy moved to approve, seconded by Mr. Prince. There was no public input. The motion was unanimously passed.**

Ord 73-19 Donnette Smith & Ramon Landicho. **Mr. Worley moved to approve, seconded by Mr. DiSabato. There was no public input. The motion was unanimously passed.**

Ord 74-19 Forrest Beverly, agent for Beverly Homes LLC. **Mr. Hardee moved to approve, seconded by Mr. Vaught.**

Ms. Finley McIver stated that she lived on Old Hwy 90 and thanked Mr. Hardee for coming out the other night. She lived on her family's farm. Their community had always been a rural community. Their neighbors were burdened with ongoing and crippling stormwater issues that had fallen on deaf ears. These problems were a direct result of irresponsible development. Old Hwy 90 had flooded twice since the RV Park was put in. Since its construction. When they started bringing dirt in where did the water go. That had left many of them during rain storms and hurricanes stranded. She would hate to see what damage another project coming into their community could do. Traffic was horrendous and deadly. Hwy 90 was not built to withstand this amount of traffic. The county was 160 officers short. It takes 30 minutes to an hour for police response to their homes. They didn't have an active fire station. She implored them not to put the cart before the horse. Don't bring the families in to schools that were at capacity, unprotected communities, and homes that unwillingly have become waterfront homes. Their constituents were tired. Listen to them on this and on future projects. If this was going to keep on like this, she didn't want to live here.

Mr. Bill Ameta stated he lived on Houston Road and strongly opposed anything that comes up for Beverly Homes now. Beverly Homes constructs their developments with total disregard for anyone else who lives in that area. He presented pictures and stated the flooding was not caused by storm drains being flooded, hurricanes, and tropical storms. It was a direct result of Beverly Homes diverting their water from the development they built onto his property. That retaining wall was his backyard. That river runs through there at approximately five feet deep. When a hurricane comes you won't see that wall. The shed was underwater. He lost \$5,000 worth of materials thanks to Beverly Homes. When Beverly Homes put in their development behind his house, there was a drainage ditch approximately seven feet wide by five feet deep that they completely filled in and bulldozed over. They brought in truckloads of dirt and raised the property levels about two feet higher than his and pitched it all down to his property.

Mr. DiSabato asked where was his property in relation to the rezoning they were currently considering? In the same area? Someone stated that it was down the road.

Mr. Ameta said that on all their development they divert the water onto him. When they add this new development, double that. That was what would happen to him. He was not going to tolerate it anymore. He had had enough. As far as he knew it was against the law to take runoff water from your property and dump it onto your neighbors. That was what they did with total disregard for anyone else. As long as they get their homes up, they were happy.

Ms. Amelia Wood said that Mr. Ameta lives beside a Beverly Home development. His property adjoins the Beverly Home Development Barron's Bluff North. What he was trying to impress upon them was that this very same thing could happen at the new Beverly Homes development. They were just looking at the experiences that they had and were trying to impress upon Council that they were having bad stormwater experiences with these developers. She knew that they were between a rock and a hard place because if they did not grant this development that the only other alternative that they had was to let them develop under CFA which was not a good choice either. They had two choices. Mr. Hardee told them about some things he would like to try and do. They just wanted Council to know that things were not good in their neighborhood and they needed to make some changes. They needed to make some changes in CFA zoning regulations and anything else they could do to help make it better because it was not good right now.

Mr. Forrest Beverly with Beverly Homes stated that he wanted to point out that Barron's Bluff was near some of these people that had concerns. Barron's Bluff was a project that they inherited. It was already engineered, designed, and approved by Horry County prior to them being the owner. All that infrastructure was already put in. They did work with county stormwater staff after some of these issues came up to upgrade a lot of the stormwater that was put in through there due to fault that was prior to them being involved with that project. They were a local steward of the community. This project that they were looking at on Hwy 90, they were looking to be there start to finish. They met with some of the homeowners during the planning commission and talked their concerns and assured them that they would be willing to meet them on site with their engineers to make sure that any of their issues were taken care of during that process. They wanted to work with them. They were here to stay with that project until the end. He hated that any of these issues came up. This was the first that he had seen any of the pictures presented. They didn't want to affect anybody negatively around them. They wanted to improve the situation. He hated that this happened and he would look into it the best they could to try and see if there was anything that they could do. They were here. They were trying to work it out. They were not somebody just trying to get the projects approved and flip them to somebody else. They were here and willing to start these projects and finish them off. They were willing to take any of those concerns. Most people in the county know where their office is. He hadn't heard from them on any of these issues but they would be glad to look at it. They would be glad to work with county staff.

Mr. DiSabato said he wanted to hear from county staff as to why that was happening.

Mr. Garigen said he was not sure about Mr. Ameta because they had never talked. He was not sure where exactly this was off of Houston Road. He told Mr. Ameta they would be glad to meet with him out there and look at it. If they didn't tell him about it there was nothing he could do about it.

Public input was closed.

Mr. Hardee said that right across the street from this project they were putting in multi-family homes. If you don't rezone it, at the current zoning they could put about 400 multi-family homes right there today. So it would be better to rezone it, but what they had to do as a Council was they had to... They could control this better if they had it where they couldn't use the wetlands in the total project. So in this workshop when they start working on stuff, they needed to be able to say you can't use these wetlands in your total number of homes. They also had to get with stormwater and whatever they could do to stop this. He thought Mr. Beverly was sincere that he didn't want to... He didn't know of anybody that would want to dump that on somebody but they had to have some laws and teeth in the stormwater where they could say look this has happened and we are going to stop it and this is the way we are going to stop it. So he had to ask them to vote to rezone it that night but when they do the workshop they need to change some of the rules to help these people.

Mr. Worley asked when they were going to do the workshop.

Chairman Gardner said they were waiting on... There was going to be a study for Coastal and they were supposed to have that to them and they would incorporate that into the workshop on the Imagine 2040 Plan.

Mr. Servant asked what their options were as it relates to taking out requirements and that CFA zoning as it specifically relates to multi-family. He was under the impression that 2040 was more of a general plan and not taking out requirements in specific zoning classifications.

Mr. Jordan said that the planning commission actually brought that topic up six months ago and tabled the discussion on taking the multi-family out. There wasn't that much appetite for it.

Mr. Servant asked if they could take it out totally even with parcels that were currently zoned CFA.

Mr. Jordan said it depends on where they are in the process.

Mr. Worley asked if they were not in development, they could take it out.

Mr. Jordan said he believed they should be able to.

Mr. DiSabato asking if they were subjecting themselves to liability by doing that.

Mr. Jordan said there was always the possibility of liability when you start monkeying with people's land rights.

Mr. Servant asked if there was any precedent set by other counties doing it.

Mr. Jordan said he was not sure on that, but they could look into it and get back to them.

Mr. Servant said he was just trying to expand upon what Mr. Hardee brought up. He thought it was a problem that they were about to face across the county. He would also like to see staff come up, for the workshop, with a map laying out how much CFA acreage was out in the county and detailing that out per district.

Mr. Hardee said when they do the workshop they needed to look at all that stuff to prevent this stuff.

Mr. Worley said it gets down to common sense. It just didn't make sense for something because it was CFA for them to hold the people of Horry County hostage saying if you don't do this I am going to do this. If they didn't do something about it he could tell them who would. That was the voters. The voters would throw them out of office if they didn't do the right thing and that needed to be addressed and needed to be addressed now.

Mr. Jordan said yes sir.

A vote was held.

<u>Yea</u>	<u>Nay</u>
Servant	Loftus
Gardner	DiSabato
Allen	Howard
Hardee	Worley
Prince	
Vaught	
Bellamy	
Crawford	

The motion passed eight to four.

Second Reading - **Ordinance 56-19** to approve the request of G3 Engineering, agent for Bear Paw Associates, to amend the official zoning maps. **Mr. Howard moved to approve, seconded by Mr. Worley.** Chairman Gardner stated that because of scheduling, public hearing would be conducted at the third reading when scheduled. This was just second reading with no public hearing. **A vote was held.**

Mr. Worley stated that they needed to make sure that there was not a drainage problem there. Mr. Howard said there was no drainage problem. Mr. Worley asked where the water that runs off this development was going. Mr. Howard said it goes where it is supposed to go. Mr. Worley asked if it went in anybody's yard and Mr. Howard said no.

<u>Yea</u>	<u>Nay</u>
Servant	Loftus
DiSabato	Gardner
Howard	Hardee
Worley	
Allen	
Prince	
Vaught	
Bellamy	
Crawford	

The motion passed nine to three.

Mr. Worley requested that staff tell them where the stormwater was going on Ordinance 56-19.

Mr. Garigen said this takes a roundabout route. It goes out into a wetland, into the swamp, under Hwy 90 and then eventually out to the river. It had a long way to get to before it gets to the river unlike the previous one they were looking at that went right into the river. This one had to go through a number of wetland runs before it gets to the river.

Mr. Worley said Hwy 90 was already flooding. You couldn't get through there and here they were adding to it. He wanted to reverse his vote.

Mr. Carotti said there would have to be a motion for reconsideration from anyone on the prevailing side.

Mr. Worley said he would vote no the next time.

First Reading – **Ordinance 49-19** to approve the request of Christopher Veronee, agent for Veronee Enterprises LLC, to amend the official zoning maps. **Mr. Vaught moved to approve, seconded by Mr. Allen. A vote was held.**

<u>Yea</u>	<u>Nay</u>
Servant	Worley
Loftus	
DiSabato	
Howard	
Gardner	
Allen	
Hardee	
Prince	
Vaught	
Bellamy	
Crawford	

The motion passed eleven to one.

First Reading – **Ordinance 85-19** to approve the request of Sandy Schumacher, agent for S&H Investments Group LLC, to amend the official zoning maps. **Mr. Howard moved to approve, seconded by Mr. Vaught. The motion was unanimously passed.**

ANNOUNCEMENTS:

MEMORIAL DEDICATION: Lynn Hunt; James R. Jordan, Sr., Mary Lynn Todd; Paul N. Prince; Wilber Arnett; James Morgan; Lillian King; Billy J. Gardner; Morris Graham; Dr. Sonny Nixon; and John Oscar Collins.

UPCOMING MEETINGS: Regular Council meetings – Oct. 1 & 15, 6:00 p.m.; I & R Committee – Oct. 8, 9 a.m.; Public Safety Committee – Oct. 8, 2 p.m.; Transportation Committee – Oct. 9, 2:00 p.m.; and Administration Committee – Sept. 24, 2:00 p.m.

ADJOURNMENT: With no further business, Mr. Worley moved to adjourn at approximately 9:01 p.m. and it was seconded. The motion was unanimously passed. The meeting was adjourned in memoriam of: Lynn Hunt; James R. Jordan, Sr., Mary Lynn Todd; Paul N. Prince; Wilber Arnett; James Morgan; Lillian King; Billy J. Gardner; Morris Graham; Dr. Sonny Nixon; and John Oscar Collins.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 55-19

AN ORDINANCE AMENDING SECTION 20-451 (OUTDOOR BURNING), OF ARTICLE IX (MISCELLANEOUS PROSCRIBED CONDUCT), OF CHAPTER 20 (PUBLIC NUISANCES AND INFRACTIONS), HORRY COUNTY CODE OF ORDINANCES, REGULATING OPEN BURNING IN THE UNINCORPORATED AREAS OF HORRY COUNTY

WHEREAS, on October 6, 2009, County Council enacted Ordinance 80-09 providing for the regulation of outdoor burning within the unincorporated area of Horry County; and

WHEREAS, Ordinance 80-09 was codified in Chapter 20, Article IX, Section 20-451 of the Horry County Code of Ordinances; and

WHEREAS, recognizing the need for further regulation of open burning in the County, on October 16, 2018, County Council enacted Ordinance 83-18, amending Section 20-451, providing among other things for the total prohibition of outdoor burning in major residential developments in the County; and

WHEREAS, in further recognition of the increased density of population in certain areas of the County, the dangers inherent in the use of fire, and in the interest of the health, welfare, and safety of the citizens, residents, and visitors of Horry County, and the peaceable enjoyment of one's property, it is the desire of County Council to further regulate outdoor burning in close proximity to population and property, to minimize nuisance conditions the occurrences of the spread of fire, and loss of life and property due to uncontrolled fire.

NOW, THEREFORE, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, the following hereby is ordained and enacted:

1. CODE AMENDMENT. Section 20-451 of Article IX (MISCELLANEOUS PROSCRIBED CONDUCT) of Chapter 20 (PUBLIC NUISANCES AND INFRACTIONS), Horry County Code of Ordinances, is hereby amended as follows (words crossed through indicate deletions, words underlined indicate additions):

Sec. 20-451. - Outdoor burning.

~~(a) Definition. "Major residential development" shall mean a development of eleven (11) or more lots or units for residential purposes, located within the unincorporated area of the county.~~

~~(b) Prohibition. It shall be a violation of this article for any person to kindle or maintain any open burning or authorize any such fire to be kindled or maintained within a major residential development within the county~~fifty (50) feet of any structure, as that term is defined in the most current edition of the International Fire Code and by the National Fire Protection Association, and consistent with those codes and standards. It shall also be a violation of this article for any person to kindle or maintain any open burning or authorize any such fire to be kindled or maintained within fifty (50) feet of any property/parcel line.

(eb) *Compliance.* Any and all open burning must be conducted in accordance with all applicable federal, state, and local laws and regulations including, without limitation, the South Carolina Prescribed Fire Act, S.C. Code, section 48-35-10 et seq., and DHEC Open Burning and Air Pollution Control Regulations and Standards, specifically 24A S.C. Code Ann. Regulations R 61-62.2 and R 61-62.4, South Carolina State Forestry Commission guidelines and South Carolina Smoke Management Guidelines. No open burning shall be conducted which results in the creation of nuisance conditions, including undesirable levels of smoke.

(ec) *Authority to prohibit permitted burnings.* The Horry County Administrator or his/her designee(s), at the recommendation of the county's fire chief or other appropriate official, may prohibit open burning that is otherwise authorized by this section when atmospheric conditions, local circumstances or other conditions exist that, in the determination of such official, would make such fires hazardous.

(ed) *Exemptions.* The provisions of this section do not apply to the following, unless specifically prohibited by action taken pursuant to subsection (d), above:

(1) Vegetative debris burning related to forestry, wildlife, and agricultural burns authorized by the South Carolina Forestry Commission provided no nuisance conditions are created.

(2) Any burning in connection with the preparation of food for immediate consumption, or fires used solely for recreational purposes, ceremonial occasions, or human warmth (such as small campfires, outdoor fireplaces, heaters, grills, stoves, fire pits, chimeneas, woodstoves, etc.), so long as such burnings are properly contained, continuously monitored, performed in a safe manner and provided no nuisance conditions are created.

(3) Fires set for the purposes of training public firefighting personnel when authorized by the appropriate governmental entity, and fires set by a private industry as a part of an organized program of drills for the training of firefighting personnel. These will be exempt only if the drills are solely for the purposes of firefighting training and the duration of the burning is held to the minimum required for such purposes. Prior approval by the county's fire chief or his/her designee is required for sites which are not previously approved and established training sites.

(4) Fires set by or at the direction of a public official in the performance of an official operation, function, or duty.

(fe) *Liability.* Any burning not expressly prohibited by the provisions of this section shall not relieve the individual responsible for such burning from the consequences of or the damages or injuries resulting from the burning, or from any civil or criminal liability which may occur as a result of such burning, and shall not exempt or excuse the individual from complying with other applicable laws and with ordinances, regulations, and orders of governmental entities having jurisdiction. Any person setting an outdoor fire shall be responsible for all fire suppression costs and expenses.

(gf) *Administration and enforcement.* The provisions of this section shall be administered and enforced by the Horry County Administrator and/or his/her designated representative(s). In addition to imposing the penalties provided in section 1-8 of this Code, such official and/or his/her designee(s) are authorized to take whatever measures necessary to extinguish any fire prohibited by this section.

(Ord. No. 80-09, § 1, 10-6-09; Ord. No. 83-18, § 1, 10-16-18; Ord. No. -19, § 1, - -19)

2. SEVERABILITY. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3. CONFLICT WITH PRECEDING ORDINANCES. If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, unless expressly so providing, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

4. EFFECTIVE DATE. This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Patricia S. Hartley, Clerk to Council

Date of First Reading: August 13, 2019
Date of Second Reading: September 17, 2019
Date of Third Reading: October 1, 2019

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 65-19

AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A CONCESSION AGREEMENT WITH HMS HOST INTERNATIONAL, INCORPORATED ("HMSHOST") FOR THE RIGHT TO DEVELOP AND OPERATE A GOURMET COFFEE CONCEPT AND BEER/WINE CONCEPT AT MYRTLE BEACH INTERNATIONAL AIRPORT FOR USE BY THE PUBLIC.

WHEREAS, Horry County Council is empowered by section 4-9-30(2) of the South Carolina Code of Laws "to lease, sell, or otherwise dispose of real and personal property", and by Section 4-9-30(14) to enact ordinances for the implementation and exercise of that power; and

WHEREAS, HMSHost has requested that the County allow it to design, build and operate each space within the passenger terminal building at Myrtle Beach International Airport for use by the Public; and

WHEREAS, County Council is of the opinion that such an arrangement is consistent with the value and use of the property, and will benefit the County by providing essential security services to passengers, employees, guests and other users of Myrtle Beach International Airport.

NOW, THEREFORE, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, the following hereby is ordained and enacted:

1. AUTHORIZATION: The Horry County Administrator, for and on behalf of Horry County and its Department of Airports, is hereby authorized and directed to engage in negotiations with HMSHost in the best interest of the County, and to execute a Concession Agreement substantially similar to the attached hereto and incorporated herein by reference.

2. SEVERABILITY. If any Section, Subsection, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3. CONFLICT WITH PRECEDING ORDINANCES. If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, unless expressly so providing, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

4. EFFECTIVE DATE. This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED, this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

CONCESSION AND LEASE AGREEMENT

BY AND BETWEEN

HORRY COUNTY

AND

HOST INTERNATIONAL, INC.

forth in this section unless HCDA authorizes said additional use of the Facilities, in writing, in the future. Should the Concessionaire wish to perform or provide additional activities, the Concessionaire shall make written application to HCDA requesting permission to conduct additional activities. If the County deems the additional activities to be in the best interest of the Airport, the County shall negotiate and execute an addendum to this Concession Agreement.

- 1.03 Condition of Premises. The Premises are provided for use to Concessionaire in as-is condition. Concessionaire may use the Premises as-is or as renovated by such alterations as Concessionaire may be authorized to make pursuant to Section 6.03 of the Agreement. Otherwise, Concessionaire may not hereafter make noticeable changes to the appearance thereof without the prior written approval of the County, it being the intent of this provision that the appearance of the Premises not detract from the overall appearance of the Terminal. Concessionaire may install its own equipment and fixtures necessary for the conduct of Concessionaire's services at the Airport in the existing Premises, subject to the prior approval of the Director of Airports.
- 1.04 Furnishings, Fixtures and Equipment. Concessionaire shall provide for its own use and at its own expense all materials, supplies, and non-stationary furnishings, fixtures, and equipment necessary for the efficient operation of the concession business herein authorized. All materials, supplies, and non-stationary furnishings, fixtures and equipment shall be in accordance with the highest standards and shall be safe, fire resistant and suitable in appearance, quality, and quantity. Such materials, supplies, and non-stationary furnishings, fixtures, and equipment, such as cash registers, safes and other trade fixtures shall not be included in the category of improvements. Plans and specifications for all proposed non-stationary furnishings, fixtures, and equipment shall be submitted to the Director of Airports subject to written approval prior to installation. Concessionaire will be responsible for the complete build out of two (2) food and beverage concession locations in the terminal building (see Exhibit A and B). Plans and design must be approved by the Director of Airports and investment in the new terminal food and beverage concession area must be approximately \$300.00 square foot, unless otherwise agreed between the parties. All equipment, fixtures and furnishings that are affixed to the Premises (other than proprietary items) become property of the Airport upon termination of the Concession Agreement.
- 1.05 Encumbrances on Premises. The Premises are leased to Concessionaire subject to all covenants, conditions, restrictions, requirements, easements, rights-of-way, reservations, rights, agreements and encumbrances set forth in the deed or deeds which evidence conveyance of the premises or any portion thereof from the United States of America. A copy of said deed is available at the Airport for review. The Premises shall be accepted by Concessionaire subject to any and all then existing easements or other encumbrances, and County shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil or gas pipelines, and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, through, across and along the Premises, or any part thereof, and to enter thereupon at reasonable times for any and all such purposes; provided, however, that no right of County provided for in this paragraph shall be so exercised as to interfere unreasonably with the Concessionaire's operations hereunder or result in added expense to Concessionaire in conducting its operations hereunder, and provided further that County shall conceal all lines, pipes or conduits installed in or through the Premises behind, beneath or within partitioning, columns, ceilings or floors.
- 1.06 Utilities.
- (a) County shall provide the Premises, at County's expense, with heat and air conditioning to keep the premises at reasonable temperatures for the conduct of Concessionaire's activities.

- (b) County shall provide electricity to the Premises by means of wiring installations in existence at the time of delivery and will make available such electrical fixtures, and equipment existing on the Premises in working condition without charge. All installation of electrical fixtures, appliances and equipment within the premises shall be subject to County's prior written approval, and Concessionaire further agrees that its use of electrical current shall not at any time exceed the capacity of the wiring installation in place.
- (c) County shall provide to the Premises electricity and water sufficient for normal food and beverage business operations. If Concessionaires electrical usage is determined to be excessive to normal business operations, a charge for the excess consumption will be invoiced to the Concessionaire.
- (d) In all instances of any damage to any utility service line caused by Concessionaire, its employees, contractors, suppliers, or agents, Concessionaire shall be responsible for the cost of the repairs.
- (e) Should the installation of any equipment by Concessionaire require a modification to the building's electrical or heating systems or the relocation or installation of any electrical outlet(s) or the use of electrical power other than that provided through the standard terminal electrical outlets, the cost of such modification, installation or relocation shall be borne entirely by Concessionaire.

1.07 County's Right to Enter and Inspect. The County shall have the right, upon reasonable prior notice to Concessionaire, to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising any rights under this Agreement. It shall also have the right to show the Premises to others at any time within six (6) months prior to the date for termination of this Agreement set out in Section 2.01 hereof or in the event of a breach as defined in and provided by Article XII of this Agreement, at any time after such breach is declared.

1.08 Title to Improvements.

- (a) Title to all improvements that are affixed to the Premises shall at all times during the term of this Agreement be and remain with County.
- (b) Title to all materials and supplies and all personal property supplied by Concessionaire, shall at all times during the term, or any extension thereof, remain that of Concessionaire. Upon expiration or earlier termination of this Agreement all such items shall be removed from the Premises and the Premises restored to the satisfaction of the County, normal wear and tear expected. Said removal and restoration shall be at the sole cost and expense of Concessionaire.

1.09 Relocation. The County shall have the right to require Concessionaire to relocate its facilities pursuant to this Agreement to a mutually agreed upon premises if the county requires the use of any of the space allocated to Concessionaire, upon two hundred seventy (270) calendar days' written notice to the Concessionaire; provided, however, shorter notice may be provided so long as the Term is extended day-for-day commensurate with any reduction of the 270 day notice period; and further provided, however, such relocated premises shall be comparable to the Premises in its potential to generate sales.

ARTICLE II
TERM AND COMMENCEMENT DATE

2.01 Term; Commencement Date.

- (a) The term of this Agreement shall be for five (5) years. So long as the Premises are delivered to Concessionaire by the Effective Date, the term of this Agreement shall commence on April 1, 2020 (hereinafter called "Commencement Date"), and shall end at 11:59 p.m. five (5) years after that date, unless sooner terminated by operation of this section.
- (b) Notwithstanding the provisions of Section 2.01 (a), in the event of abandonment by the Airport of the Terminal as the passenger terminal for enplaning and deplaning passengers with respect to regularly scheduled airline flights, this Agreement shall immediately terminate. In such event, the County shall reimburse Concessionaire for the unamortized cost of Concessionaire's leasehold improvements.
- (c) Notwithstanding the provisions of Section 2.01(a) and (b) above, this Agreement may be extended by mutual agreement of the parties for a period of five (5) years upon the happening of the following conditions:
 - i. Concessionaire is not in default of its obligations under this Agreement; and
 - ii. Concessionaire has an acceptable performance history for the initial term (i.e., no liquidated damages have been assessed against it, no significant number of customer complaints have been received, no issues pertaining to service, health, or safety have remained unaddressed once brought to Concessionaire's attention, etc.); and
 - iii. Upon receipt of all approvals as may be required by the Federal Aviation Administration (FAA).

During the extended Term, all of the terms, conditions, covenants and agreements set forth in this Agreement shall continue to apply and be binding upon the County and Concessionaire, except that the Minimum Annual Guarantee (as hereinafter defined) shall continue to increase by one and one-half percent (1.5%) annually.

- 2.02 Holding Over. At the discretion of the County, Concessionaire may hold over on a month-to-month basis upon termination of the Agreement. Such holding over, however, shall not be construed to renew this Agreement for any further term, but may be terminated by County or Concessionaire at any time for any reason upon ninety (90) calendar days advance written notice to the other. All other terms and conditions contained herein shall remain in full force and effect during any such hold over tenancy, with the same financial conditions as for the previous year at the time of initial holdover remaining in effect throughout. During the holdover period, Concessionaire shall pay to County each month the ten percent (10%) Percentage Fee pursuant to Section 4.01.

ARTICLE III
RIGHTS GRANTED

- 3.01 Concession Rights Granted. County hereby grants to Concessionaire the following rights, uses, privileges and obligations in connection with its use of the Premises:

- (a) The right, privilege and obligation to conduct and operate a food and beverage concession in the Terminal.
- (b) The right (which shall extend to Concessionaire’s employees, patrons, guest and invitees), in common with others, to use the public portions of the Airport and appurtenances thereto.
- (c) The right (which shall extend to Concessionaire’s employees, patrons, guests, invitees, suppliers of materials and furnishers of service, and their equipment, vehicles and other property), in common with others, of free ingress to and egress from the Premises over Airport roads, driveways and common areas, as the same shall be specified as such from time to time by County.
- (d) The right to install identification signs on and in the Premises, subject to prior written approval of the Director of Airports.
- (e) The right to an adequate number of vehicular parking spaces for the use of employees of Concessionaire to be provided in the County’s employee parking facilities, for which the County may make reasonable charges.

3.02 Restrictions on Use. Each right granted to Concessionaire hereunder and each area constituting a part of the Premises shall be exercised and used solely and exclusively for the purposes of and in connection with the operation of a food and beverage concession, with the incidental sale, at retail, of Starbucks-branded merchandise, and for no other purposes or activity whatsoever. Concessionaire shall limit its operations on the Premises to activities necessary to its food and beverage concession business.

ARTICLE IV
RENTS, FEES AND CHARGES

4.01 Fees and Charges. As fees for the concession rights herein granted, Concessionaire shall pay to the County during each Year during the term hereof the greater of the following: (1) the minimum annual guaranteed payment (hereinafter referred to as the “Minimum Annual Guarantee” or “MAG”) as set forth more completely in subsection (a) below; or (2) a percentage of Concessionaire’s Gross Revenue during the year (herein after referred to as the “Percentage Fee”) as set forth more completely in subsection (b) below.

(a) Minimum Annual Guarantee:

Agreement Year	Minimum Annual Guarantee
Year 1 (04/01/20 – 03/31/21)	One Hundred Forty-Two Thousand Five Hundred Dollars and 00/100 (\$142,500.00).
Year 2 (04/01/21 – 03/31/22)	One Hundred Forty-Four Thousand Six Hundred Thirty-Seven Dollars and 50/100 (\$144,637.50).

Year 3 (04/01/22 – 03/31/23)	One Hundred Forty-Six Thousand Eight Hundred Seven Dollars and 06/100 (\$146,807.06).
Year 4 (04/01/23 – 03/31/24)	One Hundred Forty-Nine Thousand Nine Dollars and 17/100 (\$149,009.17).
Year 5 (04/01/24 – 03/31/25)	One Hundred Fifty-One Thousand Two Hundred Forty-Four Dollars and 31/100 (\$151,244.31).

(a) Percentage Fee Gross Revenue – A tiered percentage on Gross Revenue:

- i. Six and one half (6.5%) percent on \$0 - \$1,750,000.00;
- ii. Eleven (11%) percent on \$1,750,000.01 or greater.

4.02 Year. As used in this Agreement, “Year” shall mean the twelve-month period beginning on the Commencement Date and each successive twelve-month period during the term of the initial Agreement; provided, however, the last “Year” shall terminate at the close of business on March 31, 2025.

4.03 Gross Revenue. As used herein, “Gross Revenue” shall mean the total sum of money paid or payable to the Concessionaire of actual sales price, whether for cash or on credit, or partly for cash and partly on credit, of all sales of food and beverage or merchandise (as the cast may be), including sales for in-flight consumption, gift certificates, all Retail Display Allowances (“RDA”s), all credit charges and carrying charges, and all other receipts of business conducted in or from the Premises, including but not limited to, all sales to employees of the Concessionaire, all deposits not refunded to customers, all orders taken in or from the Premises whether or not such orders are filled elsewhere, sales through any person or persons permitted by the Concessionaire to use or operate from the Premises or any portion thereof. Gross Revenue shall not, however, include free or compensatory meals for the Concessionaire’s employees, nor any sums collected or paid by the Concessionaire for any sales or excise tax imposed by any duly constituted governmental authority, nor shall they include any exchange of goods between the Premises and other locations from which the Concessionaire operates where such exchange is made solely for the convenient operation of the business of the Concessionaire and not for the purpose of consummating a sale which has otherwise been made at, in, or from the Premises, nor the amount of return to suppliers, nor sales or other disposition of personal property of the Concessionaire not held for resale, nor sums received by the Concessionaire in settlement of claims for loss or damage to the Concessionaire’s goods or property, nor rebates, discounts, allowances, etc. to the extent received by Concessionaire from manufacturers, suppliers or distributors that are a reduction to cost of goods sold. No deduction shall be made from Gross Revenues for any franchise, income or gross receipts taxes, or for any other taxes based upon income of Concessionaire. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale is made, irrespective of the time when the Concessionaire receives payment from its customer, and no deduction shall be allowed for uncollected or uncollectible credit accounts.

4.04 Fee for Office Space and Counter Area. Concessionaire shall have the use of the Existing Premises, in return for the payment set forth in its Minimum Annual Guarantee and Percentage Fee.

- 4.05 Minimum Annual Guarantee (MAG). The Minimum Annual Guarantee shall be paid in monthly installments of one-twelfth (1/12) of the Minimum Annual Guarantee due for the applicable Year on or before the first day of each calendar month or partial calendar month from and after the Commencement Date, in advance and without demand. In the event the Concession Agreement begins on a date other than the first of the month, the minimum shall be prorated. In the event that any Year should be shorter than twelve (12) months or in the event this Agreement should terminate prior to the end of the term for a reason other than a default on the part of Concessionaire and at a time other than the end of a Year, then the Minimum Annual Guarantee for the Year in which the Agreement does so terminate shall be prorated by multiplying the Minimum Annual Guarantee for such Year by a fraction, the numerator of which shall be the number of total days of the Year which shall have elapsed at the date of termination and the denominator of which shall be three hundred sixty-five (365); and the product thereof shall be the Pro Rate Minimum Annual Guarantee required of Concessionaire for the Year in which termination occurs. The total rental or fee due the County for that Year shall be the greater of the Pro Rate Minimum Annual guarantee thus computed or the Percentage Fee which shall have accrued as of the last day of operation by Concessionaire under this Agreement.
- 4.06 Payment of Fees. The procedure for the payment of fees by Concessionaire to County shall be as follows:
- (a) The Minimum Annual Guarantee shall be paid in monthly installments of one-twelfth (1/12) of the Minimum Annual Guarantee due for the applicable Year on or before the first day of each calendar month or partial calendar month from and after the Commencement Date, in advance and without demand. In the event the Concession Agreement begins on a date other than the first of the month, the minimum shall be prorated.
 - (b) The Percentage Fee, if due, shall be paid within fifteen (15) days of each month following a calendar month (or partial calendar month) occurring from and after the Commencement Date through the expiration or termination of this Agreement, at which time the Concessionaire shall provide to the County, without demand, a statement in a form acceptable to County, of Gross Revenue, to include the number of transactions, for the prior calendar month together with the amount, if any, by which the Percentage Fee due for the previous calendar month exceeds the installment of the Minimum Annual Guarantee. The statement shall be signed and verified by a representative of Concessionaire having the authority to do so, stating that the contents of the statement are true and correct to the best of his or her knowledge.
 - (c) In the event that any Year should be shorter than twelve (12) months or in the event this Agreement should terminate prior to the end of the term for a reason other than the end of the Year, then the Minimum Annual Guarantee for the Year in which the Agreement does so terminate shall be prorated by multiplying the Minimum Annual Guarantee for such Year by a fraction, the numerator of which shall be the number of total days of the Year which shall have elapsed at the date of termination and the denominator of which shall be 365; and the product thereof shall be the Pro Rate Minimum Annual Guarantee required of Concessionaire for the Year in which termination occurs. The total fee due to the County for that Year shall be the greater of the Pro Rate Minimum Annual Guarantee thus computed or the Percentage Fee which shall have accrued as of the last day of operation by Concessionaire under this Agreement.
 - (d) In the event that the payments of the Minimum Annual Guarantee and Percentage Fee pursuant to paragraphs (a) and (b) above in any one Year shall result in the total amounts of said payments exceeding the amounts due from Concessionaire hereunder for such Year, County

shall rebate to Concessionaire the amount of said overpayment as a credit to the following amounts due from Concessionaire until such overpayment is completely rebated, and in the event any such rebate should be determined to exist after the termination of this Agreement, County will refund to Concessionaire the amount of such rebate.

- (e) The County shall be entitled to assess a late payment fee of one and one-half (1.5%) percent per month or fraction thereof for any amounts that are past due under this Agreement; provided, however, such interest shall not accrue with the respect to disputed items being contested in good faith and in writing by Concessionaire, in which event the legal rate of interest should be charged from the due date on all disputed items determined to have been due to County.
- (f) Notwithstanding any provision herein to the contrary, Concessionaire may perform a monthly evaluation on a year-to-date basis of all sums paid to and due/owing to County under this Agreement. After taking into consideration the two methods of calculating monthly fees (MAG, and percentage fee methods) on a year-to-date basis, then Concessionaire shall be permitted to pay to the County the amount which equals the difference between the greater of the two methods on a year-to-date basis less the sum of the monthly amounts previously paid to the County for that year. A written statement showing the reconciliation and all pertinent calculations shall be submitted to County along with the monthly payment.

4.07 Additional Fees and Charge. If, after thirty (30) calendar days' written notice to Concessionaire, County has paid any sum or sums or has incurred any obligation or expense for which Concessionaire has agreed in writing to pay or reimburse County, or if County is required or elects to pay any sum or sums or insure any obligations or expense by reason of the failure, neglect, or refusal of Concessionaire to perform or fulfill any one or more of the conditions, covenants and undertakings contained in this Agreement, Concessionaire agrees to pay such sums or expenses, including all interest, costs, damages and penalties, and agrees that the same shall be added to the next installment of fees due hereunder, and each and every part of the same shall be and become additional fees and charges, recoverable by the County in the same manner and with like remedies as if originally a part of the basic fees and charges set forth in Section 4.01 hereof. The County shall be entitled to assess a late payment fee of one and one-half percent (1.5%) per month or fraction thereof for any amounts that are past due under this Agreement; provided, however, such interest shall not accrue with respect to disputed items being contested in good faith and in writing by Concessionaire, in which event the legal rate of interest should be charged from the due date on all disputed items determined to have been due by County.

4.08 Books of Account and Auditing. Concessionaire shall keep at the Airport or at other locations true and complete records and accounts of all Gross Revenue. All such records and accounts shall be made available to County upon ten (10) business day's prior written notice to Concessionaire. All receipt and revenue forms used by Concessionaire in its operations at the Airport shall be pre-numbered and Concessionaire shall maintain records and controls insuring that the forms accurately reflect all Gross Revenue of Concessionaire from its operation at the Airport. Annually, within ninety (90) calendar days after the end of each Year, Concessionaire, at its own expense, shall furnish a true and accurate statement for the preceding Year of all such Gross Revenue during such preceding year (showing authorized deductions or exclusions made in computing the amount of such Gross Revenue), which statement shall be certified to be correct by Concessionaire's Chief Financial Officer. Concessionaire agrees to give the County access, during reasonable hours, for inspection of Concessionaire's books and records, and Concessionaire agrees it will keep and preserve for at least three (3) years all receipt and revenue forms and other evidence of Gross Revenue for such period. The County shall have the right at any time and from time to time to audit all of Concessionaire's records relating to business transacted at the Airport including, but not

limited to, Gross Revenue, and the Concessionaire, upon request, shall make all such information available for such examination at the Premises. If, as a result of such audit, it is established that Concessionaire has understated Gross Revenue or business transacted for any year by three percent (3%) or more (after the deductions and exclusions provided for herein), the entire expense of said audit shall be borne by Concessionaire. Any additional Percentage Fees due as a result of such audit shall forthwith be paid by Concessionaire to County with interest thereon at the rate of twelve percent (12%) per annum from the end of the month in which the discrepancy occurred. Concessionaire agrees to provide the Airport information that may become necessary for the County to successfully implement new accounting or audit standards during the term of this Agreement.

- 4.09 Licenses, Fees and Taxes. Concessionaire shall pay and discharge when due, all Federal, State, County, Airport, municipal and local taxes, assessments, rates, levies and other charges, of whatever nature that are or may be during the term or any renewal hereof, levied, assessed, imposed or charged on the Premises hereby and on all improvements now thereon or hereafter to be built or made thereon, and on or against the income from the use and enjoyment of the Premises or improvements thereto. No such payment shall be considered a payment of rent entitling the Concessionaire to a credit under any other provision of this Agreement. The failure to pay any tax, fee, or assessment, the validity of which shall be contested in good faith and with reasonable promptness, and in accordance with applicable law, shall not be interpreted as a violation of this covenant until such contest shall have been abandoned or the time for objection or appeal has expired.

ARTICLE V

OPERATION OF CONCESSION BY CONCESSIONAIRE

- 5.01 Mode of Operation. Concessionaire shall conduct its concession business at the Airport herein authorized in a reasonable and safe manner consistent with the overall image and atmosphere of a first class public facility. In striving to service the public, Concessionaire shall charge reasonable nondiscriminatory prices for goods and services; furnish prompt, courteous and efficient, nondiscriminatory service adequate to meet all reasonable requests therefor; and require polite and inoffensive conduct and demeanor on the part of its representatives, agents, servants and employees. In particular, Concessionaire shall, at all times during the term of this Agreement, strictly comply with the conditions and requirements of this Article. The Concessionaire shall be required to have a supervisor on duty at the Airport during all hours of operation that can make decisions regarding the operation of the concession.
- 5.02 Certificate of Business Personal Property Inventory. On the Commencement Date and within ten (10) days of each anniversary of the Commencement Date, Concessionaire shall report an inventory of business personal property located on the Airport and used in the conduct of Concessionaire's business at the Airport.
- 5.03 Hours of Operation. Concessionaire acknowledges that the County's purpose in granting concession rights under this Agreement is to make food and beverage services readily available to the traveling public using the Terminal Building. Concessionaire agrees to operate its food and beverage concession business in such a manner as to meet the reasonable needs of the traveling public in a manner complementary to the method of operation of other facilities and concessions at the Airport. The parties contemplate that on the Commencement Date of this Agreement, such reasonable needs may be met by Concessionaire's staffing and operating Space #1 "Gourmet Coffee" from one (1) hour before the first scheduled commercial passenger air carrier flight each morning until 9:00 PM every day, seven (7) days a week, including holidays. Concessionaire

agrees that in the event future scheduled commercial passenger air carrier flight schedules, passenger flow, or other circumstances should require operation by Concessionaire for longer or different periods of time, Concessionaire will change the hours of operation of its concession space(s) accordingly. Under no circumstances shall Concessionaire reduce its hours of operation without the prior consent of the County, which the County agrees to consent to on an as-needed basis. Concessionaire shall provide no less than 24 hours advance notice to County of any proposed reduction in hours of operation. Additionally, Space #2 "Bar" must operate from 9:00 A.M. until the last flight departure every day, seven (7) days a week, including holidays.

5.04 Concessionaire's Personnel.

- (a) Concessionaire will, in providing all concession services under this Agreement, employ or permit the employment of only such personnel as will enable Concessionaire to deliver a high standard of service to the public. All such personnel, while on or about the Premises, shall be clean, neat in appearance and courteous at all times and shall be appropriately attired, with company uniforms and name badges or other suitable means of identification. No personnel employed by Concessionaire, while on or about the concession areas, shall use improper language, or act in a loud or otherwise improper manner. Concessionaire shall cause the counter area to be manned at all times by adequate numbers of qualified personnel to meet the reasonable demands of the traveling public. At no time will Concessionaire's employees verbally or in any manner solicit passengers or other individuals while on Airport property.
- (b) Concessionaire shall closely control and supervise the driving practices of its employees, and shall neither permit, authorize nor suffer fast, reckless or unsafe driving by its employees and shall take all steps necessary to correct specific instances of misconduct of which it is aware or which are reported to Concessionaire by the County. Concessionaire expressly acknowledges and agrees that public interest demands particular attention and deference to the public by Concessionaire and its employees, especially as to vehicular traffic and pedestrians on the Airport premises, and agrees that there will not be any policy of Concessionaire promoting or requiring speed by its employees in operating motor vehicles at the Airport. Concessionaire acknowledges and agrees that if any of Concessionaire's employees violate the provisions of this section or the Airport's rules and regulations for the operation of motor vehicles on Airport property and such violation is not cured within 48 hours after notice to Concessionaire and/or occurs more than two (2) times in a 12 month period, then County has the right to suspend Concessionaire's employees' driving privileges for such violation until such time as such employee(s) complete driving re-training conducted by Airport personnel.

5.05 Concessionaire's General Manager. Concessionaire shall select and appoint a general manager of Concessionaire's operations at the Airport. Such person must be a qualified and experienced manager vested with full power and authority to conduct the normal and ordinary operation of the concession business herein authorized, including the authority to regulate the appearance, conduct and demeanor of Concessionaire's agents, servants and employees. Said manager shall be available during working hours, and where, during the manager's absence, a responsible subordinate with commensurate authority shall be in charge and available.

5.06 Garbage and Refuse Storage and Removal. Concessionaire shall strictly comply with all Airport rules and regulations and other rules and regulations regarding the disposal of trash and garbage; shall regularly remove from all concession areas to the garbage or refuse disposal area (exterior trash compactor north end of Terminal) and then place inside the appropriate receptacle all rubbish, refuse, food scraps and garbage; and shall remove the accumulation of such material in said garbage

or refuse disposal area at frequent intervals. Accumulation of boxes, cartons, barrels or other similar items shall not be permitted in public areas at the Airport.

- 5.07 Concessionaire's Expenses. All expenses associated with planning, implementing and operating the concession or business anticipated by this Agreement shall be Concessionaire's responsibility.
- 5.08 Character of Advertising. Any and all advertising by Concessionaire at the Airport shall be in good taste, professionally developed and presented in such a manner as not to be offensive to the general public and in conformity with any Airport sign program or policy at the Airport; shall be displayed solely in or above the Premises of Concessionaire; and shall be subject to the written approval of the Director of Airports. Concessionaire shall neither place, nor permit to be placed, any signs or other objects on any glazed surface of the walls or ceilings or to any aluminum or metal framing in or around the Premises.
- 5.09 Noise, Odor, Vibrations and Annoyances. Concessionaire shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste in the concession areas or annoy, disturb or be offensive to others at the Airport and shall take all reasonable measures, using the latest known and most practicable devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors, odors, or any vibrations tending to damage Premises or cause offense or injury to persons in the vicinity.
- 5.10 Inspection and Review. At County's discretion and upon notice to Concessionaire, County may make a complete inspection of Concessionaire's operations, including a review of the age and condition and quality of food and beverage service, preparation, and storage equipment maintenance of premises, furnishings and equipment, and such other items as County may wish to review.
- 5.11 Prohibited Acts. Concessionaire shall not:
- (a) Conduct its operations in a manner that deprives the public of its rightful, equal and uniform use of Airport property.
 - (b) Conduct its operations so as to interfere with reasonable use by others of common facilities.
 - (c) Conduct its operations in such a way as to hinder police, fire-fighting or other emergency personnel in the discharging of their duties or so as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement.
 - (d) Fail to obey promptly any lawful command by any policeman, Horry County Department of Airports representative, or other duly authorized representative of the County.
 - (e) Fail to provide identification, logs or other documents that are normally provided in the ordinary course of business that might be requested by any duly authorized representative of the Director of Airports.
- 5.12 Additional Compliance Requirements. It is intended that the standards, obligations and duties imposed by this Article shall be maintained and complied with by Concessionaire in addition to its compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than the standards, duties

and obligations imposed on Concessionaire hereunder, then Concessionaire shall comply with such laws, ordinances and regulations in the operations under this Agreement.

Concessionaire must ensure that its vehicles are properly parked at the Airport and Concessionaire acknowledges that County has the right and obligation to cite and/or tow away such improperly parked vehicles so as to protect and preserve for the public the orderly flow of traffic at the Airport. Upon reasonable notice being given by County, Concessionaire shall promptly remove any such illegally parked vehicles or be subject to and hereby agrees to pay the charges of any tow services employed by County to tow said vehicles. Any default by Concessionaire in payment of said penalties and towing charges within thirty (30) calendar days of notice having been given shall constitute a breach of this Agreement. Concessionaire acknowledges that if any of Concessionaire's vehicles are parked in the public parking lots on the Airport, the parking operator shall have the right not to release said vehicles until the appropriate charges are paid therefor. Concessionaire shall make reasonable efforts to inform its employees of the applicable parking regulations on the Airport and the penalties and towing charges for violations thereof for which the employee and Concessionaire are liable.

- 5.13 Licenses, Certificates and Permits. Prior to the effective date of this Agreement, and during the term thereof, the Concessionaire shall provide County with copies of all licenses, certificates, permits, or other authorizations from all governmental authorities, if any, having jurisdiction over the operations of Concessionaire's operation at the Airport.
- 5.14 Operation of Brands. It is expressly recognized and agreed by the parties that the concession rights contained in this Agreement were granted to the Concessionaire on the strength of its Proposal, including the specified brands to be operated in specific locations throughout the terminal building. Consequently, Concessionaire shall be obligated to seek the prior written approval of the County, through its Airport Director, for the substitution, addition, deletion, or expansion of any branded service source within the terminal.

ARTICLE VI **MAINTENANCE, ALTERATIONS, REPAIRS AND UPKEEP**

- 6.01 Maintenance of the Premises.
- (a) The County shall be responsible for the structural maintenance, repair and upkeep of the Terminal. Concessionaire shall be obligated, without cost to County, to maintain the Premises and every part thereof and all improvements installed by Concessionaire, together with all of its fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean and orderly condition and appearance and shall keep the exits and entrances to the Premises clean and orderly and free of obstructions and trash. Maintenance and Premises shall include, without limitation, the cleaning of all door and window surfaces, interior walls, floors, ceilings, lighting, décor and equipment. In a timely manner, Concessionaire shall provide, at its own cost, for the complete, proper and adequate sanitary handling of all trash, garbage, waste oil, solvents, waste fluids and hazardous material. County will provide janitorial service and maintenance to the common areas of the Terminal. The Concessionaire shall also be responsible to ensure that the loading area, staging area and Concessionaire's vehicle parking area are kept free of obstructions from Concessionaire.
- (b) Upon reasonable notice to Concessionaire the County may at any reasonable times enter the Premises to determine if satisfactory maintenance is being performed. If County determines that maintenance is not satisfactory, County shall so notify Concessionaire in writing. If said

maintenance is not performed by Concessionaire within fifteen (15) days after receipt of written notice, County or its agents shall have the right to enter upon the Premises and perform the maintenance therefor and Concessionaire agrees to promptly reimburse County for the direct cost thereof, plus twelve (12%) percent of such cost for administrative overhead.

- (c) Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Concessionaire of oral notice given by County. At County's discretion, Concessionaire shall close the Premises until such hazardous or potentially hazardous condition is removed.

6.02 Repairs.

- (a) The Concessionaire agrees to (except for the repairs or work which are the County's responsibility) make all repairs to the Premises and will maintain and keep the Premises in good condition and repair, and will surrender and deliver up the same at the termination of the Agreement in as good order and condition as the same exists at the commencement of the term of the Agreement, reasonable wear and tear excepted. It is the sole obligation of the Concessionaire to replace any parts of the Premises that cannot be repaired and need replacing due to any factor. Concessionaire is solely responsible for repairing or replacing any fixture, machinery, materials, personal property or any other items that are not part of the Premises at the Commencement Date of this Agreement.
- (b) County undertakes no responsibility to keep safe or protect the personal property of Concessionaire or to protect Concessionaire from casualty to the Premises. All repairs, replacements and renewals shall be equal or better in quality and class to the original work. Should Concessionaire fail to make required repairs or maintenance, County, in its discretion, may self-perform or contract with an independent contractor it deems competent to fulfill Concessionaire's duties under this Article; for which Concessionaire agrees to promptly reimburse County for the direct cost thereof, plus twelve percent (12%) thereof administrative overhead.
- (c) County undertakes no responsibility to keep safe or protect the personal property of Concessionaire or to protect Concessionaire from interruption of its operations in the event of building leak or other casualty to the Premises. Concessionaire shall obtain Concessionaire's own personal property insurance, business interruption insurance, liability insurance for liability to persons coming onto the Premises and insurance for other consequential damages Concessionaire might suffer from its occupancy of the Premises. County shall not obtain insurance to cover Concessionaire for any losses or claims.

6.03 Alterations to Premises. Concessionaire will make no alterations to the Premises except after first obtaining the County's written approval, such consent not to be unreasonably withheld or delayed. Without limiting the circumstances under which the County may withhold its approval, and by way of example the County shall be justified in withholding approval if:

- (a) Concessionaire has failed to make adequate plans to insure the Premises will remain free from liens of any nature;
- (b) if any such alterations would interfere with an adequate level of service during the period the alterations were taking place;
- (c) if any such alterations would result in the removal of improvements, ownership of which would

vest in the County at the expiration of the term of this Agreement, without replacement by items that would also constitute such improvements of the same scope and quality;

- (d) if any such alterations would be damaging to either the structural soundness or external appearance of any part of the Terminal not within the Premises;
- (e) or if any such alterations would not meet the County's reasonable requirements for the safe use of the Premises or any other part of the Terminal.

All alterations to the Premises made by the Concessionaire shall be at the Concessionaire's expense, and shall be made in a workmanlike manner without damage to the Premises except such that is repaired or corrected by the Concessionaire. The County shall have the right to review and approve or disapprove in writing the plans and specifications for such alterations.

- 6.04 Right to Concessionaire's Property. The Concessionaire shall have the obligation upon the termination of this Agreement to remove all of its personal property that has not been affixed to the Terminal building or the Premises; provided, however, that: (1) Concessionaire, at its sole cost and expense, shall repair or reimburse the County for the cost of repairing any damage which may be caused by such removal; and (2) that such removal and repairs shall have been completed by termination. Upon failure of Concessionaire to remove its personal property by the date of termination of the Agreement, the Director of Airports shall have the right to remove such personal property, notwithstanding any security interest therein, and to store it at a location of his choice, and Concessionaire shall pay to County the actual, reasonable cost of such removal and storage; or at the option of the County, any such property remaining after termination of this Agreement (other than proprietary items) shall immediately be and become the property of the County.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

- 7.01 Indemnification - County Held Harmless. It is an express condition of this Agreement that Concessionaire shall indemnify, defend (with counsel reasonably satisfactory to County), and hold Horry County, its elected officials, officers, agents and employees harmless from and against any and all claims, debts, demands, liabilities, losses, costs, damages, expenses (including reasonable attorneys' fees), judgments, penalties, fines, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Concessionaire, its agents or employees, or of any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Premises or any part thereof, or otherwise arising from Concessionaire's operations under this Agreement, excepting only losses or claims which are caused solely by County's negligence. Concessionaire's obligations pursuant to the foregoing indemnity agreement shall survive the expiration or termination of the Agreement and shall bind Concessionaire's successors and assignees and inure to the benefit of County's successors and assignees. Certificates of insurance shall **NAME THE OWNER AS AN ADDITIONAL INSURED**, to the extent required by this Article, on all general liability and automobile policies.
- 7.02 Environmental Indemnification. Concessionaire shall also indemnify, defend (with counsel satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Premises, harmless from and against any and all loss, cost, damage, expense (including reasonable attorney's fees), claim, cause of action, judgment, penalty,

fine or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or the County in violation of Concessionaire's obligations under this Agreement ("Hazardous Materials Release"). This indemnification shall include without limitation (a) personal injury claims, (b) the payment of liens, (c) diminution in the value of the Premises or Airport, (d) damages for the loss or restriction on use of the Premises or the Airport, (e) sums paid in settlement of claims, (f) actual attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any Governmental Authorities or deemed necessary in County's reasonable judgment. County shall have the right but not the obligation to join and participate in, and control, if it so elects, any legal proceedings or action initiated in connection with the Hazardous Materials Release. County may also negotiate, defend, approve, and appeal any action taken or issued by any applicable Governmental Authorities with regard to a Hazardous Materials Release. Any costs or expenses incurred by County for which Concessionaire is responsible under this Paragraph or for which Concessionaire has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Concessionaire on demand. Concessionaire's obligations pursuant to the foregoing indemnity agreement shall survive the expiration or termination of the Agreement and shall bind Concessionaire's successors and assignees and inure to the benefit of County's successors and assignees. Concessionaire's obligations under this paragraph do not extend to any loss or claim which is caused solely by County's negligence.

7.03 Regulatory Indemnification. Concessionaire shall also indemnify, defend (with counsel satisfactory to County), and hold County, its council members, directors, officers, employees, agents, assigns, and any successors to County's interest in the leased Premises, harmless from and against any and all loss, cost, damage, expense, claim, cause of action, judgment, penalty, fine or liability, directly or indirectly, relating to or arising from violation by Concessionaire, its agents, or contractors, of any local, state or federal laws, rules, regulations or ordinances that are or may become applicable to its activities under this Lease, including, but not limited to, any and all requirements of the Federal Aviation Administration ("FAA").

7.04 Liability Insurance. Concessionaire agrees to purchase and keep in force and maintain at all times during the term of this Agreement, at its own expense, for the benefit of itself and name the County as additional insured, a policy or policies of insurance, issued by an insurance company of generally recognized responsibility and licensed to do business in the State of South Carolina, all insurance as may be required under any applicable minimum standards for Horry County airports or as otherwise directed or modified, at County's sole discretion, so as to protect its interest. At a minimum, Concessionaire shall maintain comprehensive general public liability insurance with policy limits of at least \$5,000,000.00 per occurrence and vehicular liability insurance with policy limits of at least \$1,000,000.00 per occurrence, which obligation may be satisfied through the use of primary and excess policies. Such insurance policies shall include contractual liability coverage for the indemnification obligation contained in Section 7.01 above, and broad form property coverage. A certificate or certificates evidencing such insurance coverage shall be filed with the County at least thirty (30) calendar days prior to the Commencement Date or at such other times as may be required by the County, and said certificate or certificates shall provide that such insurance coverage will not be canceled, reduced or materially changed without at least thirty (30) calendar days prior written notice to the County; provided, however, only ten (10) calendar days' prior written notice shall be required for cancellation due to non-payment. At least thirty (30) calendar days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the County. If such coverage is canceled, reduced or materially changed, Concessionaire shall, within fifteen (15) calendar days after written

notice from the County of such cancellation, reduction or adverse material change of coverage, file with the County a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

7.05 Fire and Extended Coverage.

(a) The County agrees to maintain in force during the term of this Agreement fire, extended coverage and vandalism/malicious damage insurance on the Terminal and any additions, alterations, or modifications thereto, and on all contents owned by the County and incidental to the Terminal.

(b) Concessionaire shall be responsible for obtaining its own insurance on any contents, furnishings, trade fixtures, equipment and improvements which have not assumed the nature of real estate improvements (hereinafter referred to as "Concessionaire Insurance").

7.06 Workers' Compensation and Employer's Liability Insurance.

Concessionaire shall maintain workers' compensation and employer's liability insurance in the amounts and form required by the laws of the State of South Carolina. Concessionaire shall furnish a certificate of said insurance to the County certifying the County will be given thirty (30) calendar days written notice of non-renewal, cancellation or other material change of such coverage, and ten (10) calendar days' written notice of cancellation due to non-payment. Said insurance shall be maintained throughout the term of this Agreement with an insurance company reasonably acceptable to County with liability limits of at least \$1,000,000.00 where such limits are not otherwise set forth in any applicable minimum standards or as may be otherwise directed or modified, at County's sole discretion, so as to protect its interest.

7.07 Liability for Ground Water and Other Contamination.

Notwithstanding any other provision of this Agreement, Concessionaire shall indemnify County from any loss due to, and shall be and remain liable to County for any contamination of the Premises by, hazardous or toxic substances, including, without limiting the generality hereof, motor fuels and lubricants, paints, thinners, solvents and chemicals, that should occur during the term of this Agreement (including any extensions of the term hereof by permission, holding over or otherwise) and caused by or attributable to Concessionaire, its officers, agents, suppliers, employees or, while in the Premises, customers. Concessionaire's liability shall survive the termination of this Agreement by expiration of the term or otherwise.

ARTICLE VIII
PERFORMANCE/PAYMENT BOND

8.01 Performance and Payment Bond.

Contemporaneously with the delivery to County of this Agreement executed by Concessionaire, Concessionaire shall deliver to County a Performance and Payment Bond from a surety company licensed in South Carolina and satisfactory to the County in its reasonable discretion. The bond shall be in a form acceptable to County and in an amount equal to one hundred percent (100%) of the highest Minimum Annual Guarantee, as set forth in Section 4.01 of this Agreement, and shall remain in force and be effective or renewable for the entire term of this Agreement.

8.02 Certificate of Renewal.

At least thirty (30) calendar days prior to the expiration date on which any such Bond expires, Concessionaire shall provide and file with the County a renewal or replacement Bond which meets the requirements of Section 8.01.

- 8.03 Draw of Performance and Payment Bond by County. In the event of any failure by Concessionaire to pay when due any amounts payable under this Agreement, or upon any other default hereunder, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw against the full amount of the Performance and/or Payment Bond and apply same to all amounts owed. Upon notice of any such draw, Concessionaire shall immediately replace the Performance and Payment Bond for the total amount drawn by County.

ARTICLE IX
DAMAGE OR DESTRUCTION OF PREMISES

- 9.01 Repair and Rebuilding. In the event of damage or casualty to any part of the Premises, unless a decision is made by the County that the Terminal will not continue to be used as a passenger terminal by scheduled airlines, any such damage or destruction shall be repaired with reasonable dispatch by the parties in cooperation with each other, but with the County in charge. Should such damage be such that Concessionaire is deprived of the use of the Premises, County will provide replacement premises to Concessionaire at County's expense, if such premises are available. Both parties shall apply all insurance proceeds received by them as a result of any such damage or destruction under the provisions of Section 7.03 and Section 7.04 to such repair and rebuilding. Should the cost of such repair or rebuilding exceed the amount of such insurance proceeds, the County and Concessionaire shall attempt to agree on a program to finance the excess cost. If such program cannot be agreed upon, the County shall reduce the scope of repairs and rebuilding so that the same may be accomplished with such proceeds. Should the County decide that the Terminal will no longer be used as a passenger terminal by scheduled airlines, all insurance proceeds paid to the County under Section 7.03 and/or Section 7.04 with respect to insurance purchased by, and property or improvements originally provided or paid for by County, shall belong to County, and all additional insurance proceeds with respect to insurance purchased by Concessionaire shall belong to Concessionaire.
- 9.02 Exception for Fault of Concessionaire. Notwithstanding the provisions of Section 9.01, if the Premises, or any part thereof, are damaged by the intentional or negligent act or omission of Concessionaire, its sub-concessionaires, their agents or employees, the cost of such repair and replacement shall be paid by Concessionaire either out of Concessionaire's insurance proceeds or otherwise.

ARTICLE X
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE

- 10.01 Non-Discrimination.
- (a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Concessionaire or Contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- (b) The Concessionaire agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

- 10.02 Program Requirements. Concessionaire shall comply with the County's approved Airport Concession Disadvantaged Business Enterprise (hereinafter called "ACDBE") Policy and Procedure Program submitted in compliance with all requirements imposed by or pursuant to the U.S. Department of Transportation's ACDBE regulations as enacted in Title 49, Code of Federal Regulations, Part 23, and the U.S. Department of Transportation's regulations Title 49 Code of Federal Regulations, Part 21 Effectuation of Title VI of the Civil Rights Act of 1964, as further specified in Article 11 of this Agreement, and as said Regulations may be amended.
- 10.03 Participation Goal. The ACDBE goal for this Agreement is 7.9% as measured as a percentage of Concessionaire's total annual Gross Receipts. Concessionaire agrees to use good faith efforts to achieve the goal. ACDBE Participation shall be counted toward this goal as provided in 49 CFR Part 23, and derived from the operations of its business at the Airport to be attributed to ACDBEs certified by the South Carolina Unified Certification Program and recognized by the County. If Concessionaire cannot achieve the stated goal, it shall provide documentation to County that it has made good faith efforts to explore all available options to the maximum extent practical, as defined in 49 CFR Part 23, in attempting to achieve the stated goal.
- 10.04 Reporting. Concessionaire agrees to submit quarterly reports to the County, or as otherwise required, concerning the participation of certified ACDBE firms, on a form to be provided by County.
- 10.05 Termination and Substitution. Concessionaire will not terminate an ACDBE for convenience without the County's prior written consent. If an ACDBE is terminated by Concessionaire with the County's consent or, if an ACDBE fails to complete its work on the Agreement for any reason, Concessionaire must make good faith efforts, in accordance with the requirements of 49 CFR Part 23, to find another ACDBE to substitute for the original ACDBE to provide the same amount of ACDBE participation.
- 10.06 Non-Compliance. In the event of Concessionaire's non-compliance with the ACDBE Policy and Procedure Program or failure to meet the ACDBE goal set forth herein, or to demonstrate a good faith effort to do so, County may, in addition to pursuing any other available legal remedy, terminate, suspend or cancel this Agreement in whole or in part; and/or suspend or debar Concessionaire from eligibility to enter into agreements with County in the future or to receive bid packages or request proposal packages or other solicitations, unless Concessionaire demonstrates, within a reasonable time as determined by County, its compliance with the terms of the ACDBE Policy and Procedure Program or this Article or its good faith efforts to comply.

ARTICLE XI
EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION, PUBLIC USE AND
FEDERAL GRANTS

- 11.01 Equal Employment Opportunity. Concessionaire assures it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E (or as amended, modified, or otherwise enacted or codified, as the case may be), to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered by said federal regulation. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said Subpart E. Concessionaire assures it will require that its covered sub-organizations provide assurances to Concessionaire that they will similarly undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

11.02 Certificate of Non-Discrimination. By the execution of this Agreement, Concessionaire certifies as follows:

“We, the supplier of goods, materials, equipment or services covered by this proposal or contract, will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any persons, on account of the race, creed, color or national origin of such person.”

11.03 Federal Grants and Public Use. The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958 as amended and grant agreements between the County and the federal government containing assurances guaranteeing the public use of the Airport, so that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended. The County reserves the right to further develop or improve, as it sees fit, the Terminal building, parking lots, the Airport, its landing area and taxiways, and to construct other airports, regardless of the desires or views of Concessionaire and without interference or hindrance therefrom. This Agreement shall be subordinate to and superseded by the provisions of any existing or future agreement between the County and the United States of America, including instrumentalities thereof, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds in developing the Airport.

11.04 Non-Discrimination. Concessionaire for itself, its successors and assigns, as part of the consideration hereof, does hereby covenant and agree that:

(a) No person shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the Airport’s facilities because of his or her race, color, sex or national origin.

(b) In the construction of any improvements on, over or under the Airport and the furnishings or services thereat, no person shall be excluded from participation in, or denied the benefits of, such construction or service, or otherwise be subjected to discrimination, because of his or her race, color, sex or national origin.

(c) Concessionaire shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as said regulations now or hereafter provide.

11.05 Modifications to Comply with Federal Laws, Regulations, or Agreements. Should the United States or any instrumentality thereof having authority to do so require that any provision of this Agreement that is in violation of any federal law or regulation or any provision of an existing grant agreement between the Airport and the United States be changed or deleted or should any such change or deletion be required for the Airport Systems Plan or to retain its eligibility to participate in AIP and similar successor federal financial assistance programs, the County may give the Concessionaire notice that it elects that any such change or deletion be made. Concessionaire shall then elect either to consent to any such change or deletion or to cancel the remaining term of this Agreement. Such election shall be made in writing and delivered to the County within thirty (30) calendar days of the date the County gave notice to the Concessionaire of its election that any such change or deletion be made.

- 11.06 Termination of Airport Lease by United States Government. It is understood and agreed between the parties hereto that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport; provided, however, that the Airport will endeavor to cause any such agreement to include provisions protecting and preserving the right of Concessionaire in and to the Premises and improvements thereof.
- 11.07 Concessionaire's Non-Compliance. Concessionaire's non-compliance with any provision of this Article shall constitute a material breach of this Agreement, for which County may, in its discretion, upon Concessionaire's failure to cure said breach within thirty (30) calendar days of written notice thereof, terminate this Agreement upon ten (10) calendar days written notice.

ARTICLE XII
ASSIGNMENT AND SUBLETTING

- 12.01 Assignment and Subletting. Concessionaire shall neither assign nor transfer this Agreement or any right or interest granted to it by this Agreement without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. A successor in interest may be recognized in a novation agreement in which the Concessionaire and the transferee shall agree that the transferee assumes all of the transferor's obligation, the Concessionaire waives all rights under the contract as against the County, and unless the Concessionaire guarantees performance of the contract by the transferee, the transferee shall furnish a satisfactory performance bond.

Notwithstanding anything to the contrary contained herein, neither notice to the County nor the County's consent shall be required for:

1. Transfers involving (a) a public offering by Concessionaire and/or any of Concessionaire's stockholders, (b) the trading of shares listed on a recognized public stock exchange, (c) any transaction described as a "Rule 13e-3 transaction" in Rule 13e-3 under the Securities Exchange Act of 1934, as amended or superseded ("Securities Exchange Act"), (d) any repurchase, reverse stock split or other transaction by which the number of outstanding publicly traded shares of Concessionaire is reduced, or (e) any transfer or issuance of stock in Concessionaire's corporation to its present stockholders; and

2. Transfers to a corporation (a) into or with which Concessionaire is merged or consolidated, (b) to which all or substantially all of Concessionaire's assets are transferred, or (c) that controls, is controlled by, or is under common control with Concessionaire; provided that, in any of such events, in each instance, the following requirements have been satisfied:

a. The successor of Concessionaire has a tangible net worth, computed in accordance with generally accepted accounting principles, at least equal to One Million Dollars (\$1,000,000.00). Proof reasonably satisfactory to the County of such net worth shall be delivered to the County at least ten (10) days prior to the proposed transfer date; and

b. Any such transfer shall be subject to all of the terms and provisions of this Agreement.

ARTICLE XIII
DEFAULT BY CONCESSIONAIRE

- 13.01 Event of Default. The happening of any one or more of the following listed events and the expiration of any notice and cure periods herein provided (which events, upon such expiration, are hereinafter referred to singularly as “event of default” and plurally as “events of default”) shall constitute a breach of this Agreement on the part of Concessionaire, namely:
- (a) The filing by, on behalf of, or against Concessionaire of any petition or pleading to declare Concessionaire a bankrupt, voluntary or involuntary, under any bankruptcy act or law;
 - (b) The commencement in any court or tribunal of any proceeding, voluntary or involuntary, to declare Concessionaire insolvent or unable to pay its debts;
 - (c) The failure of Concessionaire to pay any rent or any other amount payable under this Agreement within ten (10) calendar days after written notice by the County that the same is due and payable, except that any failure to pay percentage rent which shall be caused by a miscalculation of the Gross Revenue or a failure notwithstanding the exercise of due diligence to have timely information concerning Gross Revenue, shall not be deemed a default provided such rent is paid within twenty (20) calendar days after the correct amount thereof has been determined;
 - (d) The failure in any material respect of Concessionaire to perform, fully and promptly, any act required of it under the terms of this Agreement, or otherwise to comply with any term or provision hereof within the shorter of: (i) thirty (30) calendar days after written notice by the County to the Concessionaire to do so, unless such default cannot be cured within such period and Concessionaire has in good faith commenced and is prosecuting the cure thereof, in which case the Concessionaire shall have a reasonable extension of such period in order to cure such default; or (ii) immediately if a situation exists that would endanger public health or safety.
 - (e) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets or business of Concessionaire;
 - (f) The assignment by Concessionaire of all or any part of its property or assets for the benefit of creditors;
 - (g) Abandonment by Concessionaire of Premises; provided, failure of Concessionaire to operate the concession and to provide the service contemplated by the Agreement for a period of thirty (30) calendar days shall constitute abandonment by Concessionaire;
 - (h) The sale or levy upon the Concessionaire’s real or personal property by any Sheriff, Marshal or Constable.
- 13.02 Waiver. No waiver by the County of default by the Concessionaire of any of the terms, covenants, or conditions performed and preserved by the Concessionaire shall be construed to be a waiver of any subsequent default. The acceptance of rental or the performance of all or part of this Agreement by the County for or during any period or periods after default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Concessionaire, shall not be deemed a waiver of any right on the part of the County to declare a default or cancel this Agreement for a subsequent breach thereof.

- 13.03 Effect of Default by Concessionaire/Termination. Upon the happening of any event of default as defined in Section 13.01 above and Concessionaire's failure to cure such default in the forth in said Section, the County shall have the right to terminate the term of this Agreement by written notice to the Concessionaire, which termination shall be effective as of the date of said notice. Upon any termination of the Agreement, whether by lapse of time or otherwise, Concessionaire shall promptly cease operating its concession or otherwise occupying the Premises and shall deliver possession of the same, including any improvements, equipment and trade fixtures that are affixed to the Premises (other than proprietary items) to the Director of Airports, and Concessionaire hereby grants to the County full and free license to enter into and upon the Premises in such event and with process to expel or remove Concessionaire and any others who may be occupying the Premises and to remove therefrom any and all property, using for such purpose such force as may be necessary without being guilty or liable for trespass, eviction, or forcible entry and detainer and without relinquishing the County's right to rent or any other right given to the County hereunder or by operation by law. Except as otherwise expressly provided in this Agreement, Concessionaire hereby expressly waives the service of demand for the payment of rent or for possession of the Premises or to re-enter the Premises, including any and every form of demand and notice prescribed by any statute or other law.

ARTICLE XIV
ABATEMENT OF MINIMUM ANNUAL GUARANTEE,
TERMINATION BY CANCELLATION AND DEFAULT BY COUNTY

- 14.01 Abatement of Minimum Annual Guarantee. In the event of any emergency situation wherein for a period of thirty (30) consecutive days or more there is a material curtailment, resulting from either governmental action or a shortage of materials, of the use of airplanes or airplane travel by the general public, Concessionaire's obligation to pay the Minimum Annual Guarantee shall be suspended for the period of time after which such condition continues to exist beyond a period of thirty (30) days or more.
- 14.02 Right of Concessionaire to Terminate by Cancellation. Concessionaire may terminate this Agreement and cancel all of its obligations hereunder at any time Concessionaire is not in default in the payment of rentals, fees or charges payable to the County hereunder forty-five (45) calendar days after giving written notice to County upon or after the happening of any one of the following events:
- (a) Concessionaire's inability to use the Premises for a period in excess of thirty (30) calendar days, because of the issuance of any order, rule or regulation by the United States or any instrumentality thereof preventing the Concessionaire from operating at the Premises for cause or causes not constituting a default under this Agreement;
 - (b) The default by County in the performance of any covenant or agreement here in required to be performed by it and the failure of County to remedy such default for a period of thirty (30) calendar days after receipt from the Concessionaire of written notice to remedy the same, unless such default cannot be cured within such thirty (30) calendar day period and the County has in good faith commenced and is prosecuting the cure thereof, in which case the County shall have a reasonable extension of such period in order to cure such default; provided that no notice of cancellation, as above provided, shall be of any force or effect if the County shall have remedied the default prior to receipt of the Concessionaire's written notice of cancellation;

- (c) The assumption by the United States or an instrumentality thereof of the operation, control or use of the Airport or any substantial part thereof in such a manner as to substantially restrict the Concessionaire for a period of at least thirty (30) calendar days from operating its concession at the Airport;
- (d) The withdrawal or cancellation by the United States or an authorized instrumentality thereof of the right of regularly scheduled airlines to operate at the Airport;
- (e) The issuance by any court of competent jurisdiction of an injunction restraining the use of the Airport or the Premises if said injunction shall remain in force for more than sixty (60) calendar days;
- (f) The failure of the County to offer adequate replacement premises for use by Concessionaire as a service facility if the County exercises its right of termination by cancellation of the Service Facility Lease then in existence between County and Concessionaire.

14.03 Waiver. The Concessionaire's performance of all or any part of this Agreement for or during any period or periods after a default of any of the terms, covenants or conditions hereof to be performed, kept or observed by the County, or the occurrence of such other event as may excuse performance shall not be deemed a waiver of any right on the part of Concessionaire: (i) to cancel this Agreement for failure by the County so to perform, keep or observe, or by reason of such occurrence; or (ii) to enforce any other right that the Concessionaire may have by reason of such failure or occurrence.

ARTICLE XV
MANDATORY FAA CONTRACT PROVISIONS

15.01 General Contract Requirements.

- (a) The Concessionaire (including all subcontractors) is required to insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- (b) The Concessionaire is required to incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- (c) The Concessionaire is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider;

15.02 General Contract Requirements. Concessionaire agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

The provision binds the Concessionaire from the proposal solicitation period through the completion of the Concession and Lease Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any

activity conducted with or benefiting from Federal assistance

This provision also obligates the Concessionaire or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

15.03 Civil Rights – Title VI Assurances. During the performance of this Agreement, the Concessionaire, for itself, its assignees, and successors in interest agrees as follows:

- (a) **Compliance with Regulations:** Concessionaire will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (b) **Non-discrimination:** Concessionaire, with regard to work performed by it during the Concession and Lease Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Concession and Lease Agreement covers any activity, project, or program set forth in Appendix B of CFR part 21.
- (c) **Solicitations for Sub agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the Concessionaire's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color or national origin.
- (d) **Information and Reports:** Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a company is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the Non-discrimination provisions of this Concession and Lease Agreement, the sponsor will impose

such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- (f) **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six (1-6) in every sub agreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Concessionaire will take action with respect to any sub agreement or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a sub lessee, or supplier because of such direction, the Concessionaire may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interest of the United States.

15.04 Pertinent Non-discrimination Authorities. During the performance of this Concession and Lease Agreement, the Concessionaire, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statues and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

15.05 Federal Fair Labor Standards Act (Federal Minimum Wage).

- (a) All contracts and subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- (b) The Concessionaire has full responsibility to monitor compliance to the referenced statute or regulation. The Concessionaire must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

15.06 Occupational Safety and Health Act of 1970. All contracts and subcontracts incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Concessionaire retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE XVI
GENERAL PROVISIONS

16.01 No Warranties or Inducements. By executing this Agreement, Concessionaire acknowledges that the County does not warrant the validity of any information that may have been furnished to Concessionaire concerning the volume of passengers who have traveled through the Airport in

the past, amount of past concession revenues, amounts of square footage, or maintenance and operation cost rates or totals, and that County has not intended to provide or warrant any forecast of future passenger volumes, concession revenues, or maintenance and operation costs, rates or totals; that such information as the County has furnished with respect to these and other matters has been intended merely as one source of information available for consideration by Concessionaire, which Concessionaire has been encouraged to verify through its own investigation; that in the negotiations, Concessionaire has relied upon its own resources as to all of these matters; and that it has not relied upon any inducements or forecasts of the County.

16.02 Restrictions and Regulations. The operations conducted by Concessionaire pursuant to this Agreement shall be subject to:

- (a) Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be adopted hereafter by County with respect to the operation of the Airport, including restrictions on airline schedules or arrivals and departures;
- (b) Any and all orders, directions or conditions issued, given or imposed by the County with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas or public areas on the Airport; and
- (c) Any and all applicable laws, ordinances, rules, statutes, regulations or orders, including, but not limited to, environmental, of any governmental authority, federal, state or municipal, lawfully exercising authority over the Airport or Concessionaire's operations, including restrictions on airline schedules of arrivals and departures and all provisions relating to environmental liability. It shall likewise be Concessionaire's responsibility to obtain and maintain in force throughout the term of this Agreement all permits and licenses which may be necessary or required for the proper operation of Concessionaire's business as it was proposed to the County. The failure to maintain such licenses and permits in good standing with the issuing agency throughout the term of this Agreement shall be cause for immediate termination of this Concession and Lease, in the County's sole discretion.

County shall not be liable to Concessionaire for any diminution or deprivation of Concessionaire's right hereunder on account of the exercise of any such authority, nor, except as elsewhere expressly provided in this Agreement, shall Concessionaire be entitled to terminate the Agreement or any portion of the Agreement by reason thereof unless the exercise of such authority shall so interfere with Concessionaire's use and enjoyment of the Premises as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of South Carolina.

16.03 Waiver of Claim. Concessionaire hereby waives any claim against the County and its elected officials, officers, agents or employees for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

16.04 Non-Waivers. Every provision herein imposing an obligation upon County or Concessionaire is a material inducement and consideration for the execution of this Agreement. No waiver by County or Concessionaire of any of the terms, covenants or conditions of the Agreement, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, covenant or condition herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of the County to re-enter the Premises or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of fees then or

thereafter accrued shall impair any such right, power privilege or option or be construed to be a waiver of any such default or acquiescence therein. No notice by County shall be required to restore or revive time as being of the essence hereof after waiver by County of default in one or more instances.

- 16.05 Situs and Service of Process. Concessionaire agrees that this Agreement shall be governed by and shall be construed in accordance with the laws of the State of South Carolina. All actions or proceedings arising directly or indirectly from this Agreement shall be submitted to the Horry County Court of Common Pleas for resolution. Venue for any such dispute shall be in Horry County, South Carolina, and Concessionaire hereby consents to said jurisdiction and venue of the Horry County Court of Common Pleas, located within the State of South Carolina, and waives personal service of any and all process upon the Concessionaire herein, and consents that all such service of process shall be made by certified mail, return receipt requested, directed to the Concessionaire at the address hereinafter stated, and service so made shall be complete two (2) calendar days after the same shall have been posted as aforesaid.
- 16.06 Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the control of that party, including, but not limited to, strikes, boycotts, labor disputes, shortages of materials, acts of God, acts of public enemy, acts of the superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or other circumstances for which such party is not responsible or which are not in its power to control.
- 16.07 Agreement Binding Upon Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assign of the parties hereto.
- 16.08 Time of Essence. Time is expressly agreed to be of the essence of this Agreement.
- 16.09 Applicable Law. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of South Carolina.
- 16.10 Quiet Enjoyment. The County agrees that Concessionaire, upon payment of all fees, charges and other payments required of it under the terms of this Agreement, shall lawfully acquire and hold, use and enjoy the Premises during the term of this Agreement according to the terms and conditions hereof.
- 16.11 Concessionaire's Dealings with County. Whenever in its Agreement Concessionaire is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the County, Concessionaire shall deal with the County's authorized representative who shall be the Director of Airports or his/her designee.
- 16.12 Notices, Consents and Approval. Any request, demand, authorization, direction, notice, consent or waiver provided, required or permitted to be made upon, given by or furnished to County or Concessionaire, shall be sufficient for every purpose hereunder if in writing and addressed to the other party as follows:

TO COUNTY AT:

Horry County Department of Airports
Attn: Director of Airports
1100 Jetport Road
Myrtle Beach, SC 29577

With a copy to:

Horry County Attorney's Office
1301 Second Avenue
Conway, SC 29526

TO CONCESSIONAIRE AT:

Host International, Inc. (HMSHost)
Attn: Vice President, Business Development
6905 Rockledge Drive
Bethesda, MD 20817

With a copy to:

Either party from time to time may change its address by written notice to the other party. Notices hereunder shall be deemed effective when delivered by hand delivery or overnight courier with return receipt, or upon receipt or three days after deposit in the United States mail, certified or registered mail, return receipt requested, whichever occurs sooner.

- 16.13 Independent Contractor. The parties hereto agree that the Concessionaire is an independent contractor and not subject to the direction or control of the Airport, except as specified in this Agreement and by general rules and regulations adopted for the control and regulation of the Airport and its facilities.
- 16.14 Interpretation. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either County or Concessionaire. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.
- 16.15 Entire Agreement/Amendment. The provisions of this Agreement contain the entire understanding between the parties hereto, and said Agreement may not be changed, altered or modified in any manner except by written instrument executed by both County and Concessionaire.

- 16.16 Court Approval, Where Necessary. If Concessionaire is a debtor, or debtor in possession, under the meanings ascribed to said terms by the United States Bankruptcy Code, as amended, then this Agreement shall be null, void, and of no effect whatsoever should Concessionaire fail to seek and obtain prior approval of this Agreement from the Bankruptcy Court. Said Court approval shall be considered a condition precedent to this Agreement.
- 16.17 Documents Incorporated by Reference. This Agreement includes the County's Request for Proposals No. 2018-19-223 all addenda thereto, as well as the Concessionaire's Proposal submission, including all forms required in the Proposal Documents. All these documents specified in this Article XVI are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, Contract Modifications, a Direction for a Minor Modification in the Agreement issued by the County, and any other amendments properly executed by the County and the Concessionaire shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article XVI do not, and shall not, form any part of this Contract. The Concession Agreement Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents.
- 16.18 Badging Requirements.
- (a) This concession will fall under the Airport's security requirements. Security badges and training will be required. All supervisory and full time employees working on the project shall be badged. All Concessionaire personnel, including but not limited to: employees, general laborers, subcontractors, drivers, journeymen and flagmen, working within active air operations areas must be badged by the Airport. Badged individuals must pass a ten (10) year background check and participate in a training course. Electronic fingerprint images will be prepared by Airport Operations Center personnel and forwarded for Federal processing. All Concessionaire's personnel working within the secured airfield area shall possess and clearly display their security identification badge at all times. All Concessionaire's personnel, escort drivers, and flagmen must additionally complete a safety training class with the Airport Operations Center. A sufficient number of properly badged personnel shall be equipped with aeronautical and radios, and are required to be on site at all times and within visual and audible range to monitor all employees, subcontractors, and suppliers when the Concessionaire is working within the limits of the secured airfield area.
 - (b) The Concessionaire shall designate one individual as the Certifying Official for the project. This designation needs to be on company letterhead designating the individual as the Certifying Official for the project. This letter needs to be received by the Communication Department prior to the first badge application submission. The Communications Department can supply a template to use. The badge application is available online; <http://www.flymyrtlebeach.com/about/airport-id-badge-application/>. Applications can either be completed online or printed and taken to the Communications Center at least twenty-four (24) hours prior to fingerprinting. It is very important that the Certifying Official verifies that the applications are filled out completely and correctly.
 - (c) Costs. All costs associated with security screening and obtaining badges shall be the Concessionaire's responsibility. The cost for each badge is payable to Horry County Department of Airports (HCDA).
 - (d) Process. Applications are available on-line, <http://www.flymyrtlebeach.com/about/airport-id-badge-application/>, and must be received by the Communications Center/Badging Office twenty-four (24) hours prior processing, signatures must be original.

(e) Office Hours. To access the Communications Center/Badging Office, proceed to the Airport's Administrative offices:

- i. Tuesday: 8:00 AM - 3:45 PM
- ii. Thursday: 8:00 AM - 3:45 P

The Communications Center/Badging Office is closed on Horry County observed holidays (visit www.horrycounty.org for listing of observed holidays).

(f) Training Hours. Concessionaire must attend a training class before a badge will be issued. All training occurs at the ARFF Training Center, located in the ARFF building adjacent to the airport terminal; SIDA & Sterile Area Training – Thursdays at 1:00 PM and Saturdays at 10:00 AM. For large groups (5 or more people), call (843) 839-7372 to schedule a time:

(g) Badge Fees.

- 1) SIDA/Sterile MYR Airport Badge
 - a. Badge issuance fee for first time applicant is \$50.00 per badge
 - b. The Contractor will designate sufficient responsible personnel to obtain Security Access Badges at the Contractor's cost.
- 2) SIDA/Sterile MYR Airport Badge Renewal
 - a. Badge renewal is required every one (1) year, prior to expiration and is \$25.00 per badge and \$50.00 per badge when fingerprinting is required every two (2) years.
- 3) SIDA/Sterile MYR Airport Renewal Late Fee
 - a. Failure to renew your ID badge prior its expiration will result in the assessment of a twenty-five dollar (\$25.00) late fee (in addition to the normal Badge Renewal fee) and the requirement to undergo recurrent security training. Payment of the fee and completion of the training must be fulfilled prior to re-issuance of the badge.
- 4) SIDA/Sterile MYR Airport Badge Reprinting Fee
 - a. Fee of twenty-five dollars (\$25.00) per badge will be charged for new photo requests, upgrades and damaged badges as deemed intentional by HCDA.
- 5) SIDA/Sterile Lost/Stolen Badge
 - a. Each employee and employer is responsible for reporting lost/stolen badges to the Communications Center/Badging Office immediately, (843) 839-7372. Replacement of the badge will be permitted only after the employee, or the employer, reports the loss to the Communications Center/Badging Office and pays the replacement fee. Unless otherwise specified, the lost/stolen badge fees are:
 - i. 1st Replacement - \$50.00
 - ii. 2nd Replacement - \$100.00 (issuance is at the discretion of HCDA)
 - iii. 3rd Replacement - \$200.00 (issuance is at the discretion of HCDA) SIDA/AOA Lost and/or Stolen Badge
- 6) SIDA/Sterile Badges - Failure to Notify/Return/End of Employment
 - a. The Communications Center/Badging Office shall be notified immediately at (843) 839-7372 of changes in the status of employees
 - b. A one hundred dollar (\$100.00) fee will be assessed for any badge not returned within fourteen (14) days of the employee's termination date (billed to company)

(h) Badge Audits. The Communication Center/Badging Office occasionally audits HCDA's business partners to ensure the accuracy of their badge count and compliance with government

regulations. Companies are required to maintain accurate, current lists of their employees holding HCDA badges. Failure to do so can result in penalties (49 USC 4630I(a) (6) FAILURE TO COLLECT AIRPORT SECURITY BADGES - . *“any employer ... who does not collect or make reasonable efforts to collect such badge from the employee on the date that the employment of the employee is terminated and does not notify Airport Operations of such termination with 24 hours of the date of such termination shall be liable to the Government for a civil penalty not to exceed \$10,000.”*)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed, in duplicate, with all the formalities required by law on the day and year written below.

WITNESSES:

Witness #1

Witness #2/Notary Public

FOR COUNTY:

HORRY COUNTY

By: _____

Name: Steven S. Gosnell

Its: Administrator

WITNESSES:



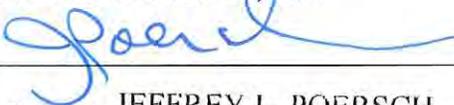
Witness #1



Witness #2/Notary Public

FOR CONCESSIONAIRE:

HOST INTERNATIONAL, INC.

By:  _____

Name: JEFFREY L. POERSCH
ASSISTANT SECRETARY

Its: _____

STATE OF Maryland)
)
COUNTY OF Montgomery)

PROBATE AS TO CONCESSIONAIRE

PERSONALLY APPEARED BEFORE ME, Peggy Rogers, and made the oath that he ~~or she~~ saw the within named, Jeffrey L. Poersch, Assistant Secretary, **authorized representative of Host International, Inc., as Concessionaire**, sign, seal, and as his act and deed deliver the within written CONCESSION AND LEASE AGREEMENT; and that he or she with the other witnesses subscribed hereinabove witnessed the execution thereof.



1st Witness

SWORN TO BEFORE ME

this 1st day of August, 2019.


_____. (L.S.)

Notary Public for Montgomery County, Maryland

My Commission Expires: May 13, 2021

PHILIP FLETCHER
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
My Commission Expires 05-13-2021



EXHIBIT "A"

Approximate Location for "Gourmet Coffee"

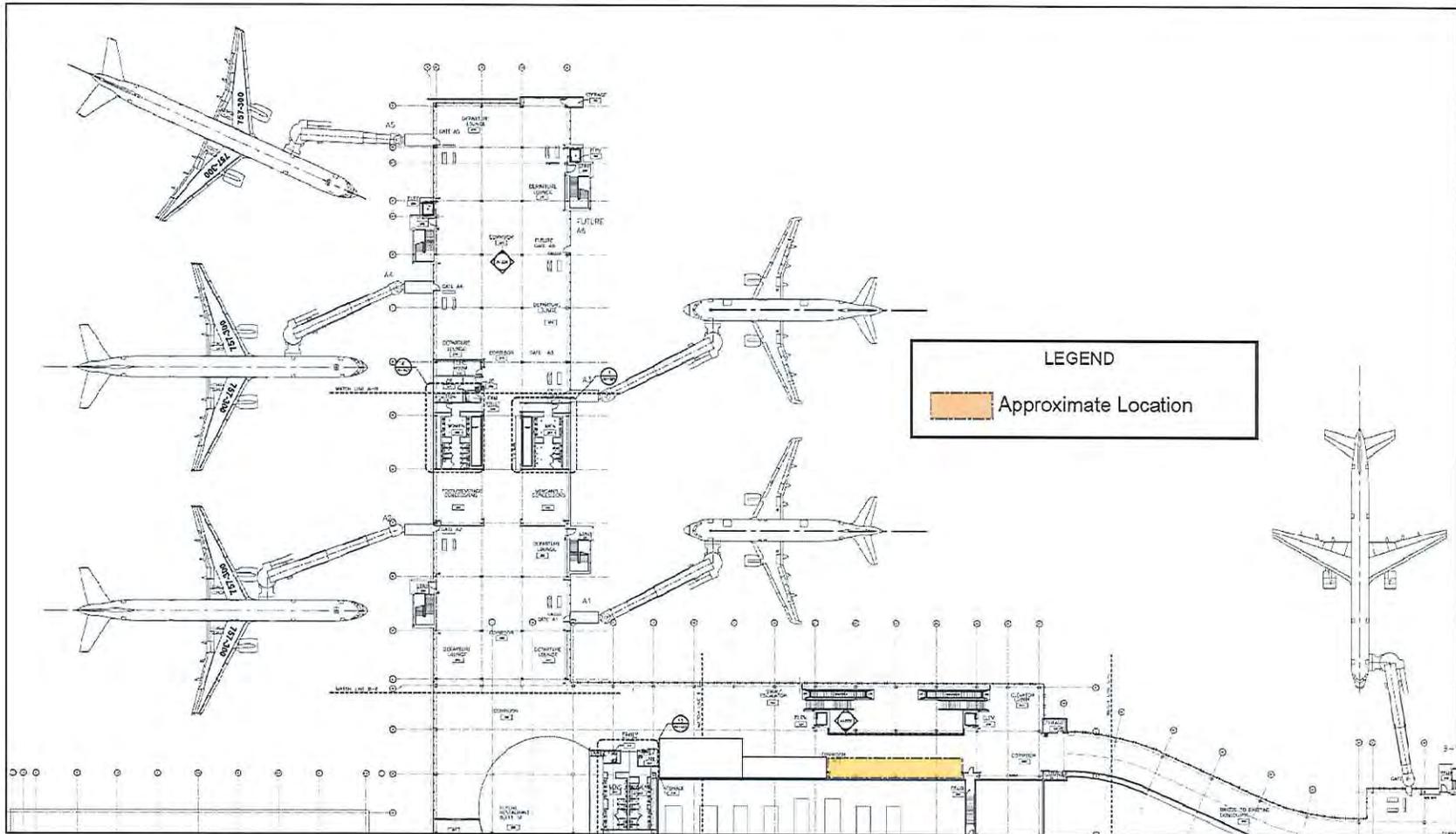
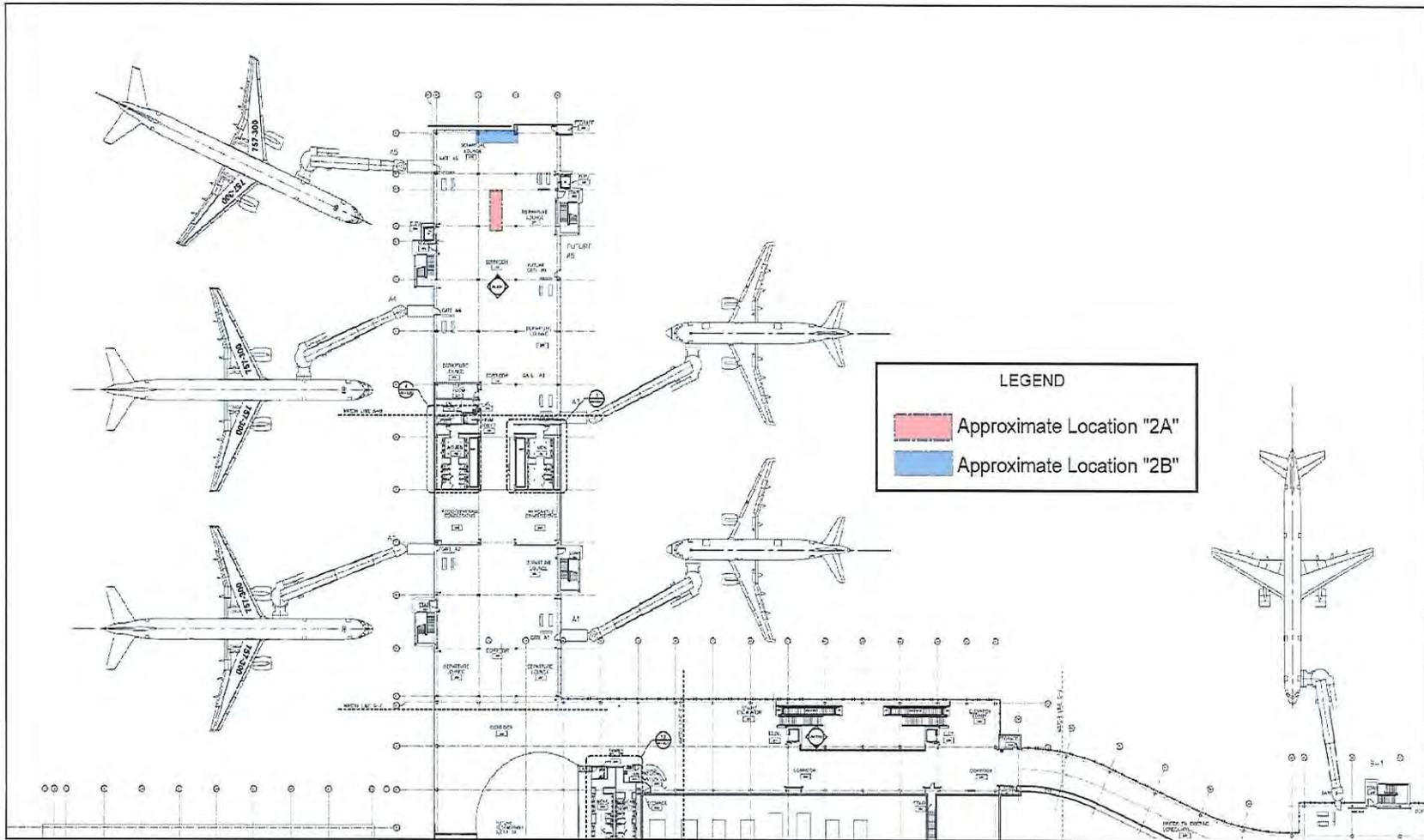


EXHIBIT "B"

Approximate Location for "Bar"



COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 60-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 44807010057 and 44808020003 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO HIGH BULK RETAIL (RE4).

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to High Bulk Retail (RE4) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 44807010057 and 44808020003 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to High Bulk Retail (RE4).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Dennis DiSabato, District 3
Tyler Servant, District 5
Orton Bellamy, District 7
W. Paul Prince, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Johnny Vaught, District 8
Danny Hardee, District 10

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	BHHS Myrtle Beach Real Estate (843) 449-9444 (Energov # 045665)	Rezoning Request #	2019-06-002
PIN #	44807010057 & 44808020003	County Council District #	4 - Loftus
Site Location	Hwy 707 in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Lila Mae O Huff & Sylvia H Hucks	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	6.54

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	RE4
Proposed Use	Light commercial trucks, vans & automobile sales, rentals & repair services

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	1.9
Utilities	Public
Character of the Area	Commercial & Residential

ADJACENT PROPERTIES

CFA	CFA	CFA
CFA	Subject Property	CFA
RE4	CFA	CFA

COMMENTS

Comprehensive Plan District: Suburban Corridors	Overlay/Area Plan: Hwy 707 Overlay (Partial)
--	---

Discussion: The applicant is requesting to rezone for light commercial trucks, vans & automobile sales, rentals & repair services. The development will be required to conform to the Hwy 707 Overlay.

- Rezoning Case 2009-08-007 rezoned a 1.1 acre portion of the adjacent parcel from Commercial Forest Agriculture (CFA) to High-Bulk Retail (RE4) to accommodate commercial uses; specifically vehicle sales.

This parcel is designated as **Suburban** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 7/11/2019 There was no public input. The applicant was not present. Marvin Heyd recused himself.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	16/1500	Existing Road Conditions	Hwy 707, State, Paved,
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	200/1500	Rd, Station, Traffic AADT (2017) % Road Capacity	Hwy 707, Station (247) 23,400 ADT 65-70%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	CFA (Com/Res)	CFA (Com/Res)	RE4		
Min. Lot Size (in square feet)	21780	43560/21780	43560/21780	21780		
Front Setback	60	60/25	60/25	60		
Side Setback	10	25/10	25/10	10		
Rear Setback	15	10/15	10/15	15		
Bldg. Height	36	35/35	35/35	36		

Date Advertised: 6/20/19
 Date Posted: 6/17/19
 # Property Owners Notified: 78
 Date Notification Mailed: 6/17/19
 Report Date: 6/20/19
 BY: sm

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 61-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 44010010001 FROM RESIDENTIAL (MSF20) & GENERAL RESIDENTIAL (GR) TO BOATING/MARINE COMMERCIAL (BO1)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Residential (MSF20) & General Residential (GR) to Boating/Marine Commercial (BO1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 44010010001 and currently zoned Residential (MSF20) & General Residential (GR) are herewith rezoned to Boating/Marine Commercial (BO1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Earthworks Group (843) 651-7900 (Energov # 045781)	Rezoning Request #	2019-06-009
PIN #	44010010001	County Council District #	6 - Crawford
Site Location	Recreation Rd in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	MC & WKM LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	5.16

ZONING DISTRICTS

Current Zoning	MSF20 & GR
Proposed Zoning	BO1
Proposed Use	Dry Stack Marina with associated uses

LOCATION INFORMATION

Flood and Wetland Information	X & AE	SF40	PDD	GR
Public Health & Safety (EMS/fire) in miles	1.5 Fire/Medic	MSF20	Subject Property	GR
Utilities	Public	MSF20	MSF20	GR
Character of the Area	Residential			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Urban Communities/Urban Corridors **Overlay/Area Plan:** None

Discussion: Applicant is requesting to rezone to allow a drystack marina with associated uses. This parcel has direct access to the Intracoastal Waterway and is located within the AE flood zone.

This parcel is designated as **Scenic & Conservation** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 7/11/2019 David Desmarais, Maureen Viner, Brad Westover and Tina Cantley spoke in opposition of the request. Their concerns were traffic, congestion on water, their view and noise. Captain Phil Johnson spoke in favor of the request. Steve Strickland from Earthworks Group was present to address questions and concerns.

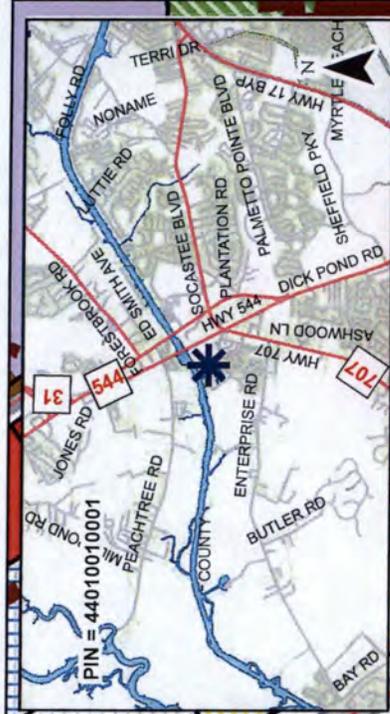
TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	100/100	Existing Road Conditions	County, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	150/150	Rd, Station, Traffic AADT (2017) % Road Capacity	SC 707, Station (249) 21,800 ADT 55-60%
Proposed Improvements			

DIMENSIONAL STANDARDS

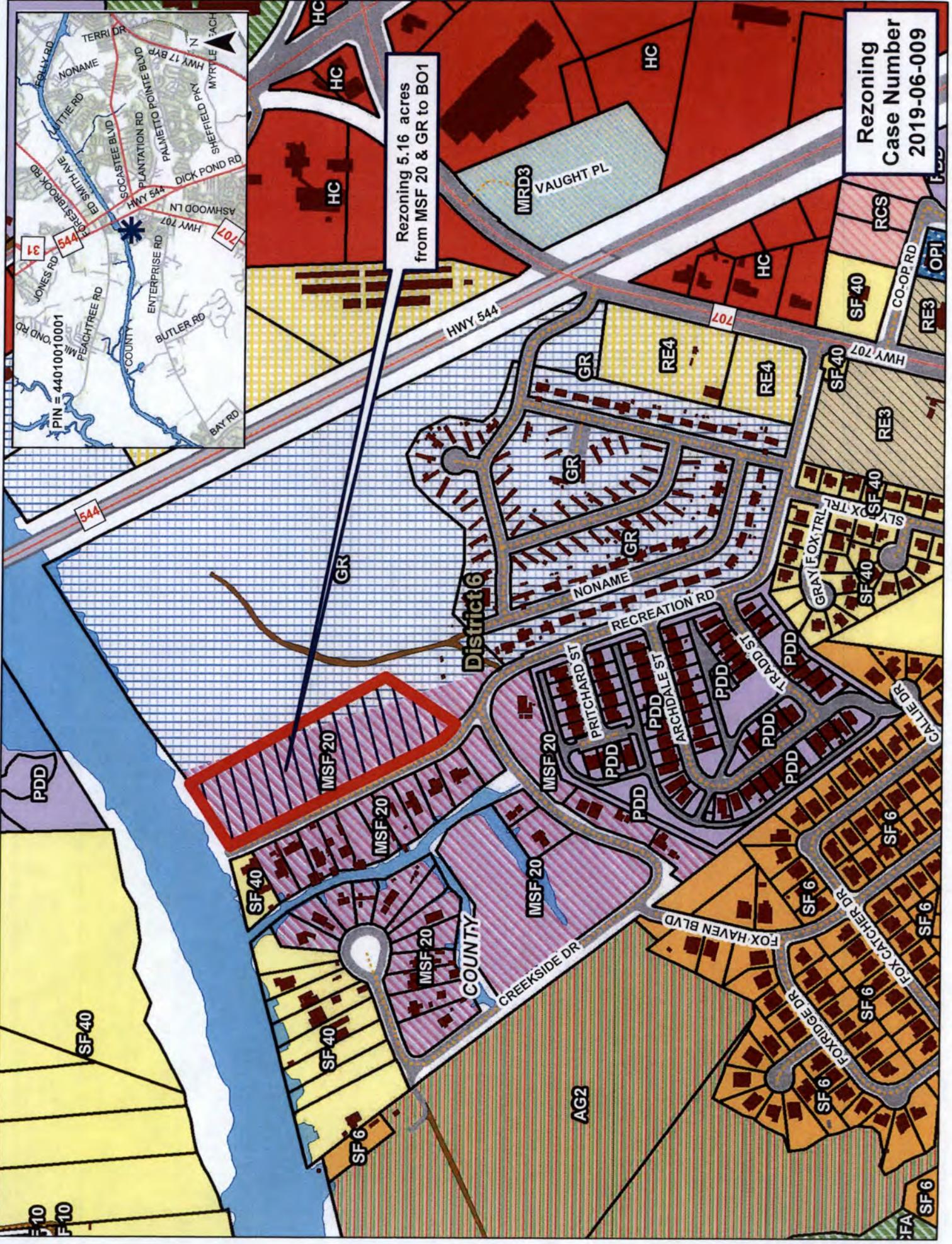
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	BO1	MSF20 & GR	GR	MSF20	SF40	PDD (Harbor Oaks)
Min. Lot Size (in square feet)	10000	20000/6000	6000	20000	40000	4350
Front Setback	40	40/20	20	40	50	15
Side Setback	10	15/10	10	15	20	10
Rear Setback	15	25/15	15	25	30	15
Bldg. Height	65	35/35	35	35	25	35

Date Advertised: 6/20/19 Date Posted: 6/17/19 # Property Owners Notified: 41 Date Notification Mailed: 6/17/19 Report Date: 6/20/19 BY: sm



Rezoning 5.16 acres
from MSF 20 & GR to BO1

Rezoning
Case Number
2019-06-009



COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 62-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 21600000036 AND 21600000037 FROM RESIDENTIAL (MSF40), RESIDENTIAL (SF40) AND FOREST AGRICULTURE (FA) TO MULTI-RESIDENTIAL ONE (MRD1)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Residential (MSF40), Residential (SF40) and Forest Agriculture (FA) to Multi-Residential One (MRD1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 21600000036 & 21600000037 and currently zoned Residential (MSF40), Residential (SF40) and Forest Agriculture (FA) is herewith rezoned to Multi-Residential One (MRD1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering (843) 237-1001 (Energov # 045776)	Rezoning Request #	2019-06-007
PIN #	21600000036 & 21600000037	County Council District #	9 - Prince
Site Location	Hwy 9 in Longs	Staff Recommendation	Approval
Property Owner Contact	A C Thomas Prop LLC & Tami S Brooks	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	67.84

ZONING DISTRICTS

Current Zoning	MSF40, SF40 & FA
Proposed Zoning	MRD1
Proposed Use	Single Family Detached

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	3.0
Utilities	Public
Character of the Area	Residential & Commercial

ADJACENT PROPERTIES

RE4	HC	MSF10
SF10	Subject Property	TRS
PDD	PDD	SF10

COMMENTS

Comprehensive Plan District: Suburban Corridor & Rural Area	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone to allow a 145 unit, single family detached development with a gross density of 2.1 du/ac and a net density of 2.3 du/ac. The preliminary wetlands assessment identifies 5.32 ac of wetlands. The land plan incorporates three sustainable development criteria. 1. Sidewalks 2. Community Gardens and 3. Increased Open Space. The project proposes a 66', 3 laned access at the current median break, a 50' access south of the 66' access, and a left turn lane into the project. The project will need a design modification for the number of units accessed via a single point of ingress/egress. **DESIGN MOD WAS APPROVED ON JULY 11th.**

- Rezoning Request 2007-04-012 is directly adjacent (NW) to the current request and consists of 125.21 acres with 10,000 sf. single family detached lots and a High Bulk Retail (RE4) frontage portion along SC-9 for Commercial/Mini-Storage.
- The Calabay Park PDD is directly adjacent (S) to the current request and consists of 191 acres with 400 single-family detached units and 230 multi-family units (630 total).
- Rezoning Request 2009-12-004 is directly adjacent (S) to the current request and consists of 0.5 acres of High-Bulk Retail (RE4) to allow outdoor storage and tradeshops.

This parcel is designated as **Suburban** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 7/11/2019 There was no public input. Felix Pitts from G3 Engineering was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	16/200	Existing Road Conditions	State, Paved, Two lane divided
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	1160/1160	Rd, Station, Traffic AADT (2017) % Road Capacity	SC-9, Station (200) 9,400 AADT 20-25%
Proposed Improvements	Left Turn Lane		

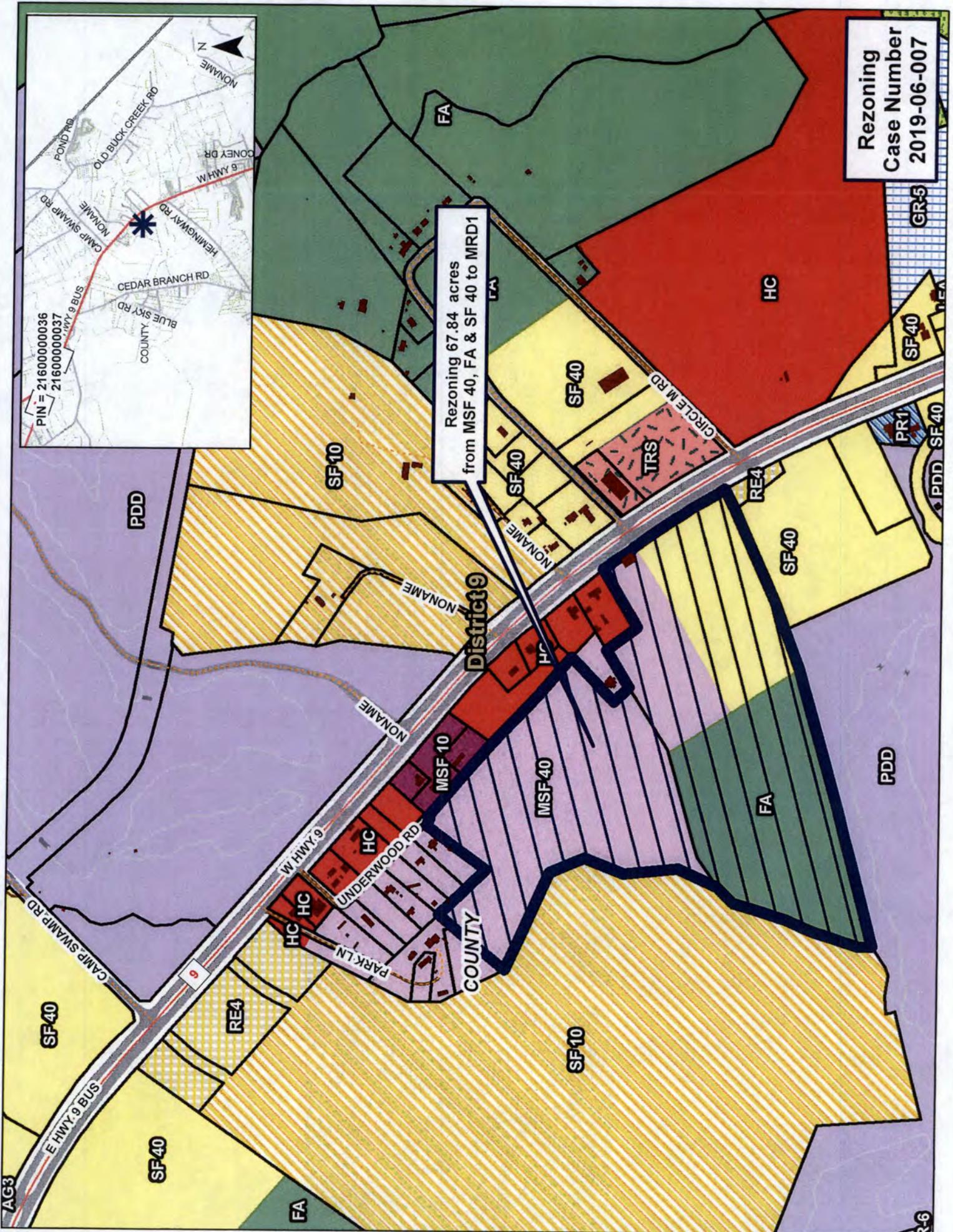
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD1	SF/MSF40 & FA (res)	HC	SF/MSF10	TRS	RE4
Min. Lot Size (in square feet)	7000	40000/21780	6000	10000	10000	21780
Front Setback	15	50/25	20	25	50	60
Side Setback	5	20/10	10	10	10	10
Rear Setback	10	30/15	15	15	15	15
Bldg. Height	40	35/35	35	35	65	36

Date Advertised: 6/20/19 Date Posted: 6/17/19 # Property Owners Notified: 31 Date Notification Mailed: 6/17/19 Report Date: 6/20/19 BY: sm

Rezoning
Case Number
2019-06-007

Rezoning 67.84 acres
from MSF 40, FA & SF 40 to MRD1



COUNTY OF HORRY

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Ordinance 63-19

STATE OF SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 31400000009 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO MULTI-RESIDENTIAL ONE (MRD1)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Multi-Residential One (MRD1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 31400000009 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Multi-Residential One (MRD1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering Inc (843) 237-1001 (Energov # 045675)	Rezoning Request #	2019-06-004
PIN #	3140000009	County Council District #	9 - Prince
Site Location	Hwy 57 & Mt Zion Rd in Longs	Staff Recommendation	Approval
Property Owner Contact	Robin D Sessoms ETAL	PC Recommendation	Approval 5:4
		Size (in acres) of Request	33.7

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	MRD1
Proposed Use	Single Family Detached

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	1.5
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

PUD	PUD	CFA
CFA	Subject Property	CFA
CFA	CFA	CFA

COMMENTS

Comprehensive Plan District: Transitional Growth Area & Suburban Corridors	Overlay/Area Plan: Northeast Area Transportation Plan
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Discussion: The applicant is requesting to rezone to allow a 78 unit, single family detached development with a gross density of 2.3 du/ac and a net density of 2.5 du/ac. The preliminary wetlands assessment identifies 2.05 ac of wetlands. The land plan incorporates three sustainable development criteria. 1. Sidewalks 2. Community Gardens and 3. Increased Open Space. The project proposes one 66' access onto S.C 57, aligning with S.C Hwy 1033 (Mt. Zion Rd.). SC 57 is a Table 1 road; landscaping along the corridor will be required. External sidewalks will be required.

- 57th Place PUD is located directly adjacent to the proposed rezoning. This PUD was zoned in 1998 and was approved for 185 single family detached units.
- Northeast Area Transportation Plan recommends that Hwy 57 be widened to a 4-lane principal arterial with an 80 ft ROW and 5 ft sidewalks on both sides and street trees.

This parcel is designated as **Rural Communities** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 7/11/2019 David Glore, April O'Leary & Kimberly Stather spoke in opposition of the request. Their concerns were flooding and wetlands. Felix Pits from G3 Engineering was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0/750	Existing Road Conditions	State, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	632/632	Rd, Station, Traffic AADT (2017) % Road Capacity	S-57, Station (447) 6,400 ADT 40-45%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD1	CFA (Com/Res)	CFA (Com/Res)	PUD (57 th Place)		
Min. Lot Size (in square feet)	7000	43560/21780	43560/21780	5,544		
Front Setback	15	60/25	60/25	20		
Side Setback	5	25/10	25/10	10		
Rear Setback	10	40/15	40/15	15		
Bldg. Height	40	35/35	35/35	35		

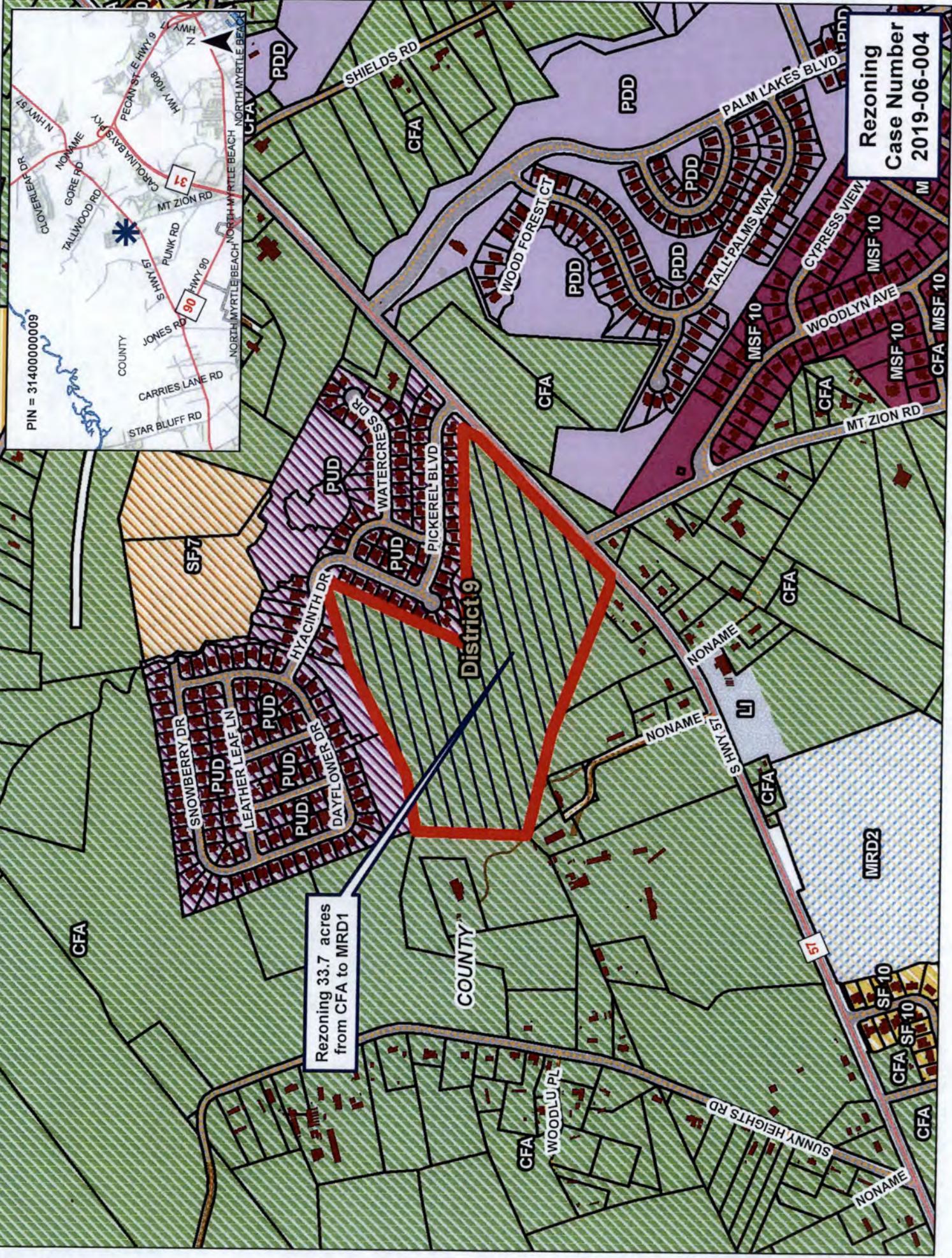
Date Advertised: 6/20/19 Date Posted: 6/17/19 # Property Owners Notified: 137 Date Notification Mailed: 6/17/19 Report Date: 6/20/19 BY: sm

Rezoning
Case Number
2019-06-004

Rezoning 33.7 acres
from CFA to MRD1

District 9

COUNTY



COUNTY OF HORRY

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Ordinance 64-19

STATE OF SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PINS 34400000026 & 34411010001 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO MULTI-RESIDENTIAL ONE (MRD1)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Multi-Residential One (MRD1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PINS 34400000026 & 34411010001 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Multi-Residential One (MRD1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Dennis DiSabato, District 3
Tyler Servant, District 5
Orton Bellamy, District 7
W. Paul Prince, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Johnny Vaught, District 8
Danny Hardee, District 10

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering Inc (843) 237-1001 (Energov # 045674)	Rezoning Request #	2019-06-003
PIN #	34400000026 & 34411010001	County Council District #	10 – Hardee
Site Location	Hwy 90 & Old Reaves Ferry Rd in Conway	Staff Recommendation	Approval
Property Owner Contact	Casey Donna Edge & Lisa E Fineran	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	108.6

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	MRD1
Proposed Use	Single Family Detached

LOCATION INFORMATION

Flood and Wetland Information	X	CFA	CFA	CFA
Public Health & Safety (EMS/fire) in miles	1.25	CFA	Subject Property	MRD1
Utilities	Public	CFA	RE4	HC
Character of the Area	Residential			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Suburban Corridors & Rural Area	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone to allow a 58 unit, single family detached development with a gross density of 0.5 du/ac and a net density of 1.9 du/ac. The preliminary wetlands assessment identifies 78.77 ac of wetlands and 7.5 acres of inaccessible uplands. The land plan incorporates three sustainable development criteria. 1. Sidewalks 2. Community Gardens and 3. Increased Open Space. The project proposes one 66' point of access onto Old Reaves Ferry Rd. and is approximately 1/10th of a mile from the intersection of Hwy 90.

- Rezoning Request 2019-05-004 is directly adjacent to the current MRD1 request and consists of 80.23 acres with 160 single family detached units and has direct access to Hwy 90.
- Rezoning Request 1999-11-006, directly adjacent, was approved to rezone 3.0 acres to Highway Commercial (HC) to allow the storage of recreational vehicles.
- Rezoning Request 2011-12-001 was approved to rezone 6.0 acres to High-Bulk Retail (RE4) to allow an automotive dealership and is located on the opposite side of Old Reaves Ferry Rd.

This parcel is designated as **Rural Communities, Scenic & Conservation** and is within a **Rural Activity Center** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 7/11/2019 Karen McCauley & Amelia Wood spoke in opposition of the request. Their concerns were safety, flooding and density. Felix Pitts from G3 Engineering was present to address questions and concerns.

TRANSPORTATION INFORMATION

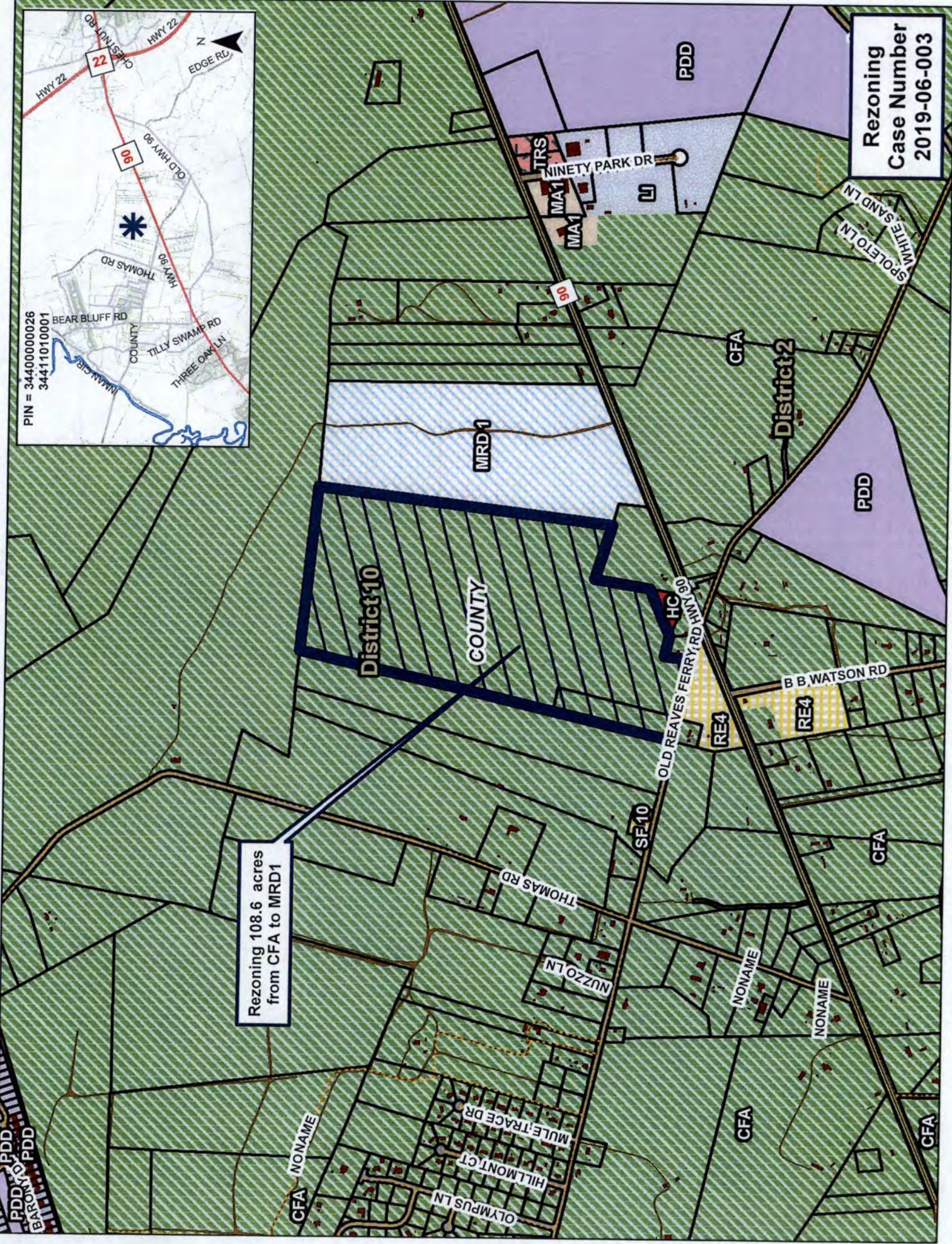
Daily Trips based on existing use / Max Daily Trips based on current zoning	0/500	Existing Road Conditions	County, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	464/464	Rd, Station, Traffic AADT (2017) % Road Capacity	SC 90, Station (224) 12,300 ADT 70-75%%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD1	CFA (Com/Res)	CFA (Com/Res)	MRD1	HC	RE4
Min. Lot Size (in square feet)	7000	43560/21780	43560/21780	7000	6000	21780
Front Setback	15	60/25	60/25	15	20	50
Side Setback	5	25/10	25/10	5	10	10
Rear Setback	10	40/15	10/15	10	15	15
Bldg. Height	40	35/35	35/35	40	35	36

Date Advertised: 6/20/19 Date Posted: 6/17/19 # Property Owners Notified: 19 Date Notification Mailed: 6/17/19 Report Date: 6/20/19 BY: sm

Rezoning
Case Number
2019-06-003



Rezoning 108.6 acres
from CFA to MRD1

CFA NONAME

District 10
COUNTY

MRD1

District 2

PDD

CFA

PDD

SE 10

OLD REAVES FERRY RD

HC

RE4

RE4

CFA

NONAME

NONAME

CFA

CFA

OLYMPUS LN

HILLMONT CT

MULE TRACE DR

NUZZO LN

THOMAS RD

B B WATSON RD

SPOLETO LN

NINETY PARK DR

MA1

MA1

TR

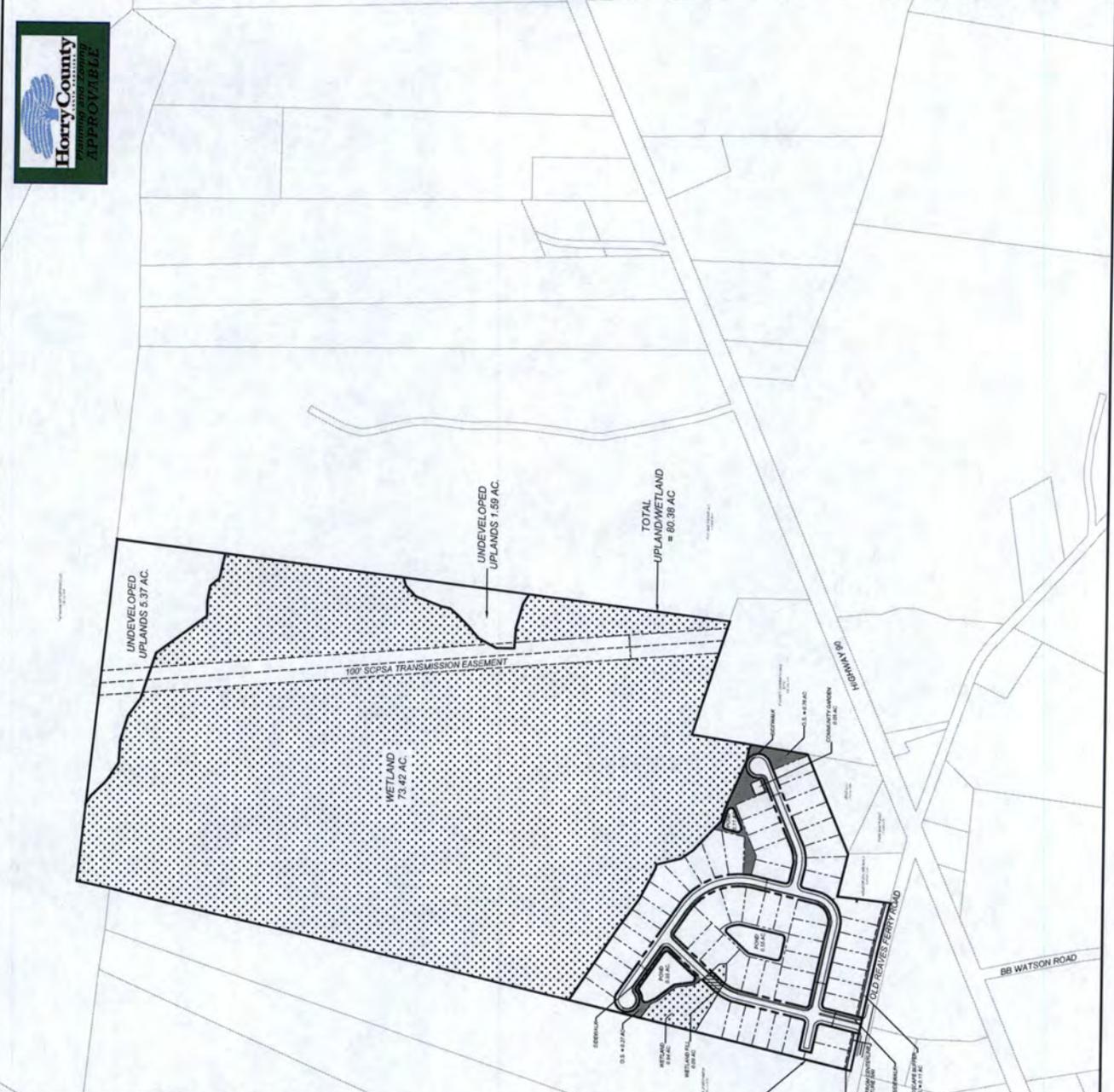
BEAR BLUFF RD

THOMAS RD

TILLY SWAMP RD

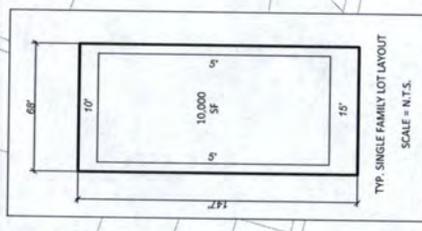
THREE OAK LN

PIN = 34400000026
34411010001



SITE DATA	
MUNICIPALITY	HORRY COUNTY
TMS	126001046, 126001266
FIN	1440000026, 1441010001
TOTAL AC	108.6 AC
PROPERTY OWNER	CASEY DONNA EDGE & LISA E FINERAN
OWNER ADDRESS	3761 BROOKSIDE DR MURRELLS INLET, SC 29576
EXISTING ZONING	CFA
PROPOSED ZONING	MRD-1
EXISTING SETBACKS	F-15, S-5, R-10, C-15
MIN LOT WIDTH	68'
MIN LOT SIZE	10,000 SF
PROPOSED # SET OF LOTS	38
REQUIRED OPEN SPACE	625 SF/LOT = 16,250 SF (0.83 AC.)
PROPOSED OPEN SPACE	18,125 SF (0.42 AC.) WETLAND = 45,143 SF (1.04 AC.) = 63,268 SF (1.45 AC.)
REQUIRED COMM. GARDEN	1000 SF/25 LOTS = 2,280 SF (0.05 AC.)
PROPOSED COMM. GARDEN	2,140 SF (0.05 AC.)

NOTE:
 • 3 SUSTAINABLE DESIGN CRITERIA PROVIDED:
 • SIDEWALKS/COMMUNITY GARDEN/INCREASED OPEN SPACE
 • SEWER.
 • REAR LOT DRAINAGE WILL BE PROVIDED FOR ALL PERIMETER LOTS.



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COUNTY OF HORRY

)

Ordinance 66-19

STATE OF SOUTH CAROLINA

)

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 35702040003 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO RESIDENTIAL (SF14.5)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Residential (SF14.5) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:** Parcel(s) of land identified by PIN 35702040003 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Residential (SF14.5).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Deborah Wilson & Sharon Brown (704) 989-7232 (Energov # 046112)	Rezoning Request #	2019-07-005
PIN #	35702040003	County Council District #	1 - Worley
Site Location	Corner of Cenith Dr & Tom E Chestnut Rd in North Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Deborah M Wilson & Sharon M Brown	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	1.17

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	SF14.5
Proposed Use	Residential Subdivision

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	1.25
Utilities	Public
Character of the Area	Residential & Commercial

ADJACENT PROPERTIES

N. Myrtle Beach	SF6	SF6
SF14.5	Subject Property	SF6
CFA	SF14.5	SF6

COMMENTS

Comprehensive Plan District: Urban Communities **Overlay/Area Plan:** Airport Environs.

Discussion: The applicant is requesting to rezone to allow a smaller minimum lot size to create 3 residential lots. The adjacent parcel was rezoned to SF 14.5 in 2016 (Case #2016-09-007).

This parcel is designated as **Mixed Use** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 8/1/2019: There was no public input. Deborah Wilson was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 500	Existing Road Conditions	County, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	24 / 24	Rd, Station, Traffic AADT (2018) % Road Capacity	US 17, Station (117) 37,700 AADT 60-65%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF14.5	CFA (com/res)	SF14.5	SF6	CFA	
Min. Lot Size (in square feet)	14500	43560/21780	14500	6000	43560/21780	
Front Setback	25	60/25	25	20	60/25	
Side Setback	10	25/10	10	10	25/10	
Rear Setback	15	40/15	15	15	40/15	
Bldg. Height	35	35/35	35	35	35/35	

Date Advertised: 7/1/1/19 Date Posted: 7/1/1/19 # Property Owners Notified: Date Notification Mailed: 7/1/1/19 Report Date: 7/1/1/19 BY: sm

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

Ordinance 67-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 42611030015 FROM RESIDENTIAL (SF10) TO RESIDENTIAL (SF8.5)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Residential (SF10) to Residential (SF8.5) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 42611030015 and currently zoned Residential (SF10) is herewith rezoned to Residential (SF8.5).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Crescent Moon Land Surveying (843) 716-6021 (Energov # 046044)	Rezoning Request #	2019-07-004
PIN #	42611030015	County Council District #	3 - DiSabato
Site Location	Piedmont Ave in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Nicolae D Cretu ETAL	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.41

ZONING DISTRICTS

Current Zoning	SF10
Proposed Zoning	SF8.5
Proposed Use	Residential

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	3.75
Utilities	Public
Character of the Area	Residential & Commercial

ADJACENT PROPERTIES

SF10	SF10	SF10
SF10	Subject Property	LI
SF10	LI	LI

COMMENTS

Comprehensive Plan District: Urban Communities	Overlay/Area Plan: None
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Discussion: Applicant is requesting to rezone to subdivide the property into two residential lots. The parcel was formerly two individual lots of record. The majority of the adjacent lots are zoned SF10 but are substandard in size and have an average lot size of roughly 9,100 sq. ft.

This parcel is designated as **Suburban** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 8/1/2019: There was no public input. Ray Eshelman was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	8 / 8	Existing Road Conditions	County, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	16 / 16	Rd, Station, Traffic AADT (2018) % Road Capacity	US 17, Station (103) 46,000 AADT 65-70%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF8.5	SF10	SF10	LI		
Min. Lot Size (in square feet)	8500	10000	10000	21780		
Front Setback	25	25	25	50		
Side Setback	10	10	10	20		
Rear Setback	15	15	15	25		
Bldg. Height	35	35	35	60		

Date Advertised: 7/11/19

Date Posted: 7/11/19

Property Owners Notified: 41

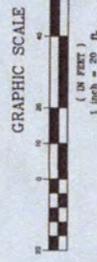
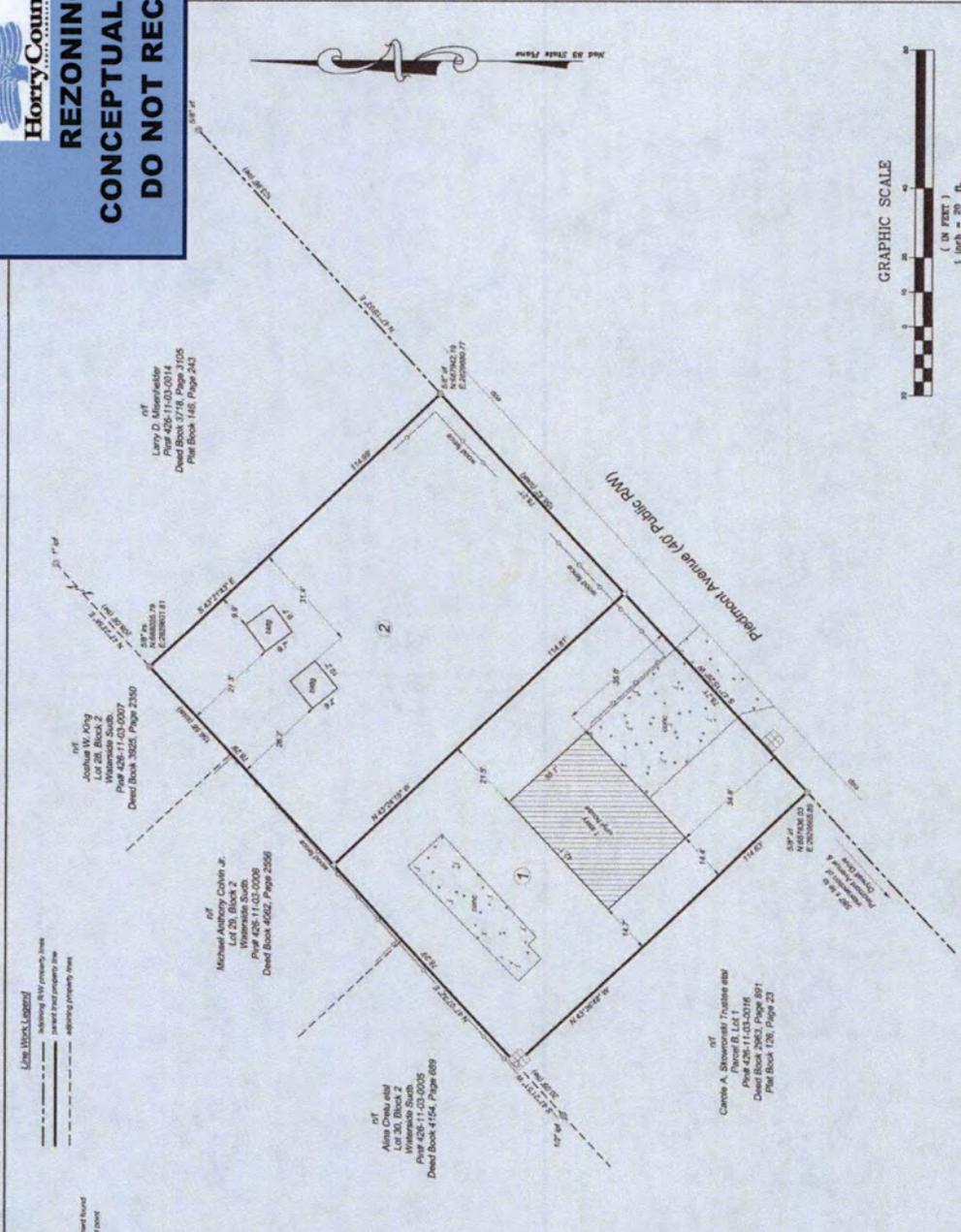
Date Notification Mailed: 7/11/19

Report Date: 7/11/19

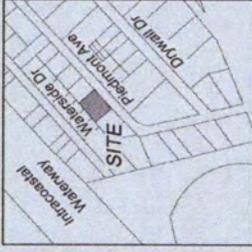
BY: sm



**REZONING
CONCEPTUAL PLAN
DO NOT RECORD**



Vicinity Map - Not to Scale



Adjacent Owners:

Tract 1
Nicolae D. Cretu
Parcel B, Lot 2
Pin# 426-11-03-0015
Deed Book 120, Page 23
8,875 ± SqFt
0.21 ± Ac.

Tract 2
Nicolae D. Cretu
Parcel B, Lot 2
Pin# 426-11-03-0015
Deed Book 120, Page 23
8,875 ± SqFt
0.21 ± Ac.

Tract 3
Nicolae D. Cretu
Parcel B, Lot 1
Pin# 426-11-03-0016
Deed Book 120, Page 23
8,990 ± SqFt
0.21 ± Ac.

NOTICE

- This survey is subject to all easements and encumbrances of record.
- This document represents a **Sketch Plan** of an existing parcel of record.
- This parcel is located in Block 207, Tract 1, Subdivision 1, created by Deed Book 120, Page 23, and is situated between the existing and proposed roads.
- There is no guarantee that the boundaries shown here are accurate and of approximate value.
- Approximate bearings and distances are shown for all boundaries shown here.
- Adjacent owners are shown for all parcels shown here.
- This survey is a split of a part of the same lot. The original plat is on file in the office of the Surveyor General for Horry County, South Carolina.
- All subdivisions of an estate which have been considered as a part of a single unit and no statement has been made concerning the division of the same, shall be considered as one unit.
- Surveyor General for Horry County, South Carolina.
- System: All distances are horizontal ground distances, not grid distances.

CRESCENT MOON	3099 Ino Drive Loris, S.C. 29569 Phone: (843) 716-6021
LAND SURVEYING	REVISIONS
DATE: 11/11/2015	JOB# 215234
APPROVED BY: [Signature]	DATE OF SURVEY: [Blank]
SUBMITTED BY: [Signature]	DATE: [Blank]

Sketch Plan
of
Pin# 426-11-03-0015
Containing 0.41 ± Acres Total
for
Socastee Township, Horry County, South Carolina
Nicolae D. Cretu

Certificate of Accuracy

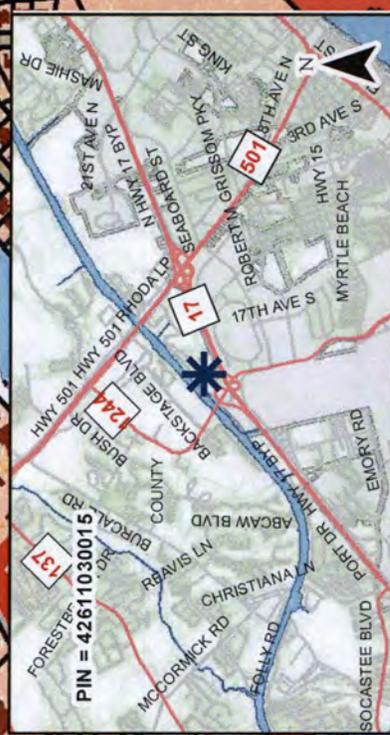
I hereby state that to the best of my knowledge and belief, the information contained herein was obtained in accordance with the provisions of the South Carolina Surveying Act, Chapter 45, and that I am a duly licensed and qualified Surveyor in the State of South Carolina.

DATE: _____

Pin# 426-11-03-0015

Surveyor General for Horry County, South Carolina

Rezoning
Case Number
2019-07-004



Rezoning 0.41 acres
from SF 10 to SF 8.5

MYRTLE BEACH COMMUNITY CHURCH

District 4

District 3

MYRTLE BEACH

COUNTY

District 8

District 1

District 2

District 3

District 4

District 5

District 6

District 7

District 8

District 9

District 10

District 11

District 12

District 13

District 14

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District 99

District 100

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

ORDINANCE 68-19

AN ORDINANCE TO AMEND THE ZONING ORDINANCE, APPENDIX B OF THE HORRY COUNTY CODE OF ORDINANCES; AND TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO AMEND THE EXISTING LAKESHORE (A/K/A LAKESIDE CROSSING) PLANNED UNIT DEVELOPMENT (PUD) TO ADD AN ADDITIONAL USE.

WHEREAS, the Horry County adopted ordinance 83-99 on July 27th, 1999 creating the Lakeshore PUD; and,

WHEREAS, a that development is now known as Lakeside Crossing; and,

WHEREAS, the Forest Agricultural Planned Unit Development (FA/PUD) had a very specific list of 16 commercial uses that would be allowed within the FA Commercial Section; and,

WHEREAS, a request has been filed to amend the allowed commercial uses within the existing Forest Agricultural Planned Unit Development (FA/PUD) commercial portion; and,

WHEREAS, County Council finds that the request to amend the Planned Unit Development (PUD) to allow Light Automotive Repair and other uses listed in SIC 7261 is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request; and,

WHEREAS, no provision of this ordinance shall supercede the requirements of the Horry County Zoning Ordinance unless such provision is contained within this actual ordinance as recorded in the office of the Horry County Register of Deeds.

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained:

1) **Amendment to the Zoning Ordinance of Horry County:** The Horry County Code of Ordinances, Appendix B, Shall be amended as set forth below:

Approved PUDs and Summary of Uses

Amendment of Commercial uses as shown on of Attachment A titled "Lakeside Crossing P.U.D MASTER PLAN".

2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Rick Vines (843) 443-5092 (Energov # 045820)	Rezoning Request #	2019-07-001
PIN #	40006030162	County Council District #	8 -Vaught
Site Location	Myrtle Ridge Dr in Conway	Staff Recommendation	Approval
Property Owner Contact	Vines Investments LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	2.72

ZONING DISTRICTS

Current Zoning	PUD
Proposed Zoning	PUD
Proposed Use	Light Automotive Repair

LOCATION INFORMATION

Flood and Wetland Information	Zone X
Public Health & Safety (EMS/fire) in miles	2.47
Utilities	Public
Character of the Area	Residential and Commercial

ADJACENT PROPERTIES

SF10	SF10	SF10
PUD	Subject Property	MRD2
PUD	PUD	PUD

COMMENTS

Comprehensive Plan District: Suburban Corridors	Overlay/Area Plan: None
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Discussion: The applicant is requesting to amend the Lakeside Crossing PUD to include light automotive repair. The original Lakeside Crossing PUD was approved for 705 residential units and 40 units of commercial. There were 16 uses that were adopted as part of the FA-PUD. These uses include trade shops, convenience stores, grocery stores, pharmacies, and restaurants. A privacy fence 6' tall with screening along the rear of the commercial property will be required per Planning Commission's approval.

This parcel is designated as **Suburban** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 8/1/2019: Ray Poutre, Thomas Lynch and Marcella Fahey spoke in opposition of the request. Their concerns were noise, property value and drainage. Rick Vines was present to address questions and concerns.

TRANSPORTATION INFORMATION

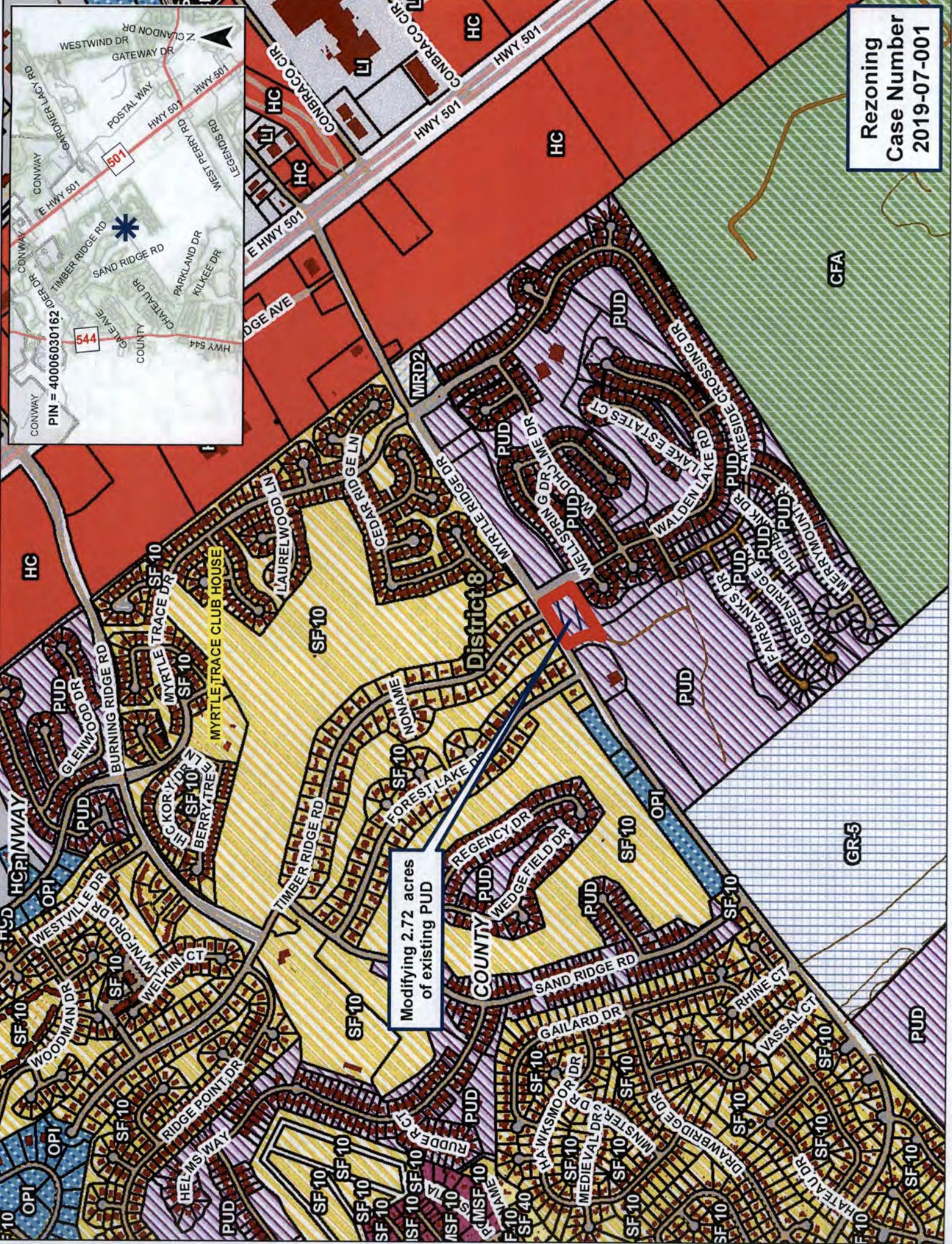
Daily Trips based on existing use / Max Daily Trips based on current zoning	75 / 500	Existing Road Conditions	Myrtle Ridge Dr, County, 2 lanes, paved undivided
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	85 / 500	Rd, Station, Traffic AADT (2018) % Road Capacity	Myrtle Ridge Dr. 10,000 AADT 65-70%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PUD	PUD	SF10	MRD2		
Min. Lot Size (in square feet)	43560	43560	10,000	6,000		
Front Setback	60'	60'	25'	20'		
Side Setback	25'	25'	10'	5'		
Rear Setback	40'	40'	15'	10'		
Bldg. Height	35'	35'	35'	40'		

Date Advertised: 7/11/19 Date Posted: 7/11/19 # Property Owners Notified: 46 Date Notification Mailed: 7/11/19 Report Date: 4/11/19 BY: SM

Rezoning
Case Number
2019-07-001



Modifying 2.72 acres
of existing PUD

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 69-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 25800000006 & 25807040015 FROM FOREST AGRICULTURE (FA), COMMERCIAL FOREST AGRICULTURE (CFA), TRANSPORTATION RELATED SERVICES (TRS) AND NEIGHBORHOOD RETAIL SERVICES (RE1) TO RESIDENTIAL (SF10) & HIGH BULK RETAIL (RE4)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Forest Agriculture (FA), Commercial Forest Agriculture (CFA) and Transportation Related Services (TRS) to Residential (SF10) & High Bulk Retail (RE4) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 25800000006 & 25807040015 and currently zoned Forest Agriculture (FA), Commercial Forest Agriculture (CFA), Transportation Related Services (TRS) and Neighborhood Retail Services (RE1) is herewith rezoned to Residential (SF10) & High Bulk Retail (RE4)
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering (843) 237-1001 (Energov # 046142)	Rezoning Request #	2019-07-009/010
PIN #	25800000006	County Council District #	9 - Prince
Site Location	Hwy 9 in Longs	Staff Recommendation	Approval
Property Owner Contact	Vern's Investments LLC & MBN Breakers Inc	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	23.66

ZONING DISTRICTS

Current Zoning	FA, CFA, TRS, RE1
Proposed Zoning	SF10 & RE4
Proposed Use	Residential Subdivision & Mini Storage

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	.5
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

AG2	FA/CFA	CFA
AG2	Subject Property	CFA
AG2	SF10	RE1

COMMENTS

Comprehensive Plan District: Suburban Corridors / Rural Area	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone to allow a residential development. As shown, the existing external property lines of the Long Bay subdivision will be revised to incorporate the 15.26 acre parcel. Currently, the Long Bay subdivision has a total of 388 units utilizing Fox Tail Dr, to include Reed's Edge and Ashley Manor. The proposed rezoning shows 81 lots, however, 28 of those lots are currently approved. The rezoning would allow 53 additional units, totaling 469 units. SC-9 is identified as a table one road. Landscaping along the corridor will be required.

The adjacent parcel is a current rezoning request (2019-07-010) to rezone 8.4 acres from RE1 to RE4 to allow mini-storage. Fox Tail Drive splits the parcel.

This parcel is designated as **Suburban** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 8/1/2019: Ken Lear, Dennis Kirin and Wilma McMeans spoke in opposition of the request. Their concerns were traffic, property value, and aesthetics. Felix Pitts was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 500	Existing Road Conditions	State, Paved, Two lane, Divided
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	750 / 1,000	Rd, Station, Traffic AADT (2018) % Road Capacity	SC-9, Station (200) 9,300 AADT 20-25%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF10 & RE4	FA/CFA/TRS	CFA	RE1	SF10	AG2 (com/res)
Min. Lot Size (in square feet)	10000/21780	43560/21780/10000	43560/21780	10000	10000	21780
Front Setback	25/60	60/25/50	60/25	25	25	50/25
Side Setback	10/10	25/10/10	25/10	10	10	10/10
Rear Setback	15/15	40/15/15	40/15	15	15	15/15
Bldg. Height	35/36	35/35/65	35/35	36	35	65/35

Date Advertised: 7/11/19 Date Posted: 7/11/19 # Property Owners Notified: 23

Date Notification Mailed: 7/11/19

Report Date: 7/11/19

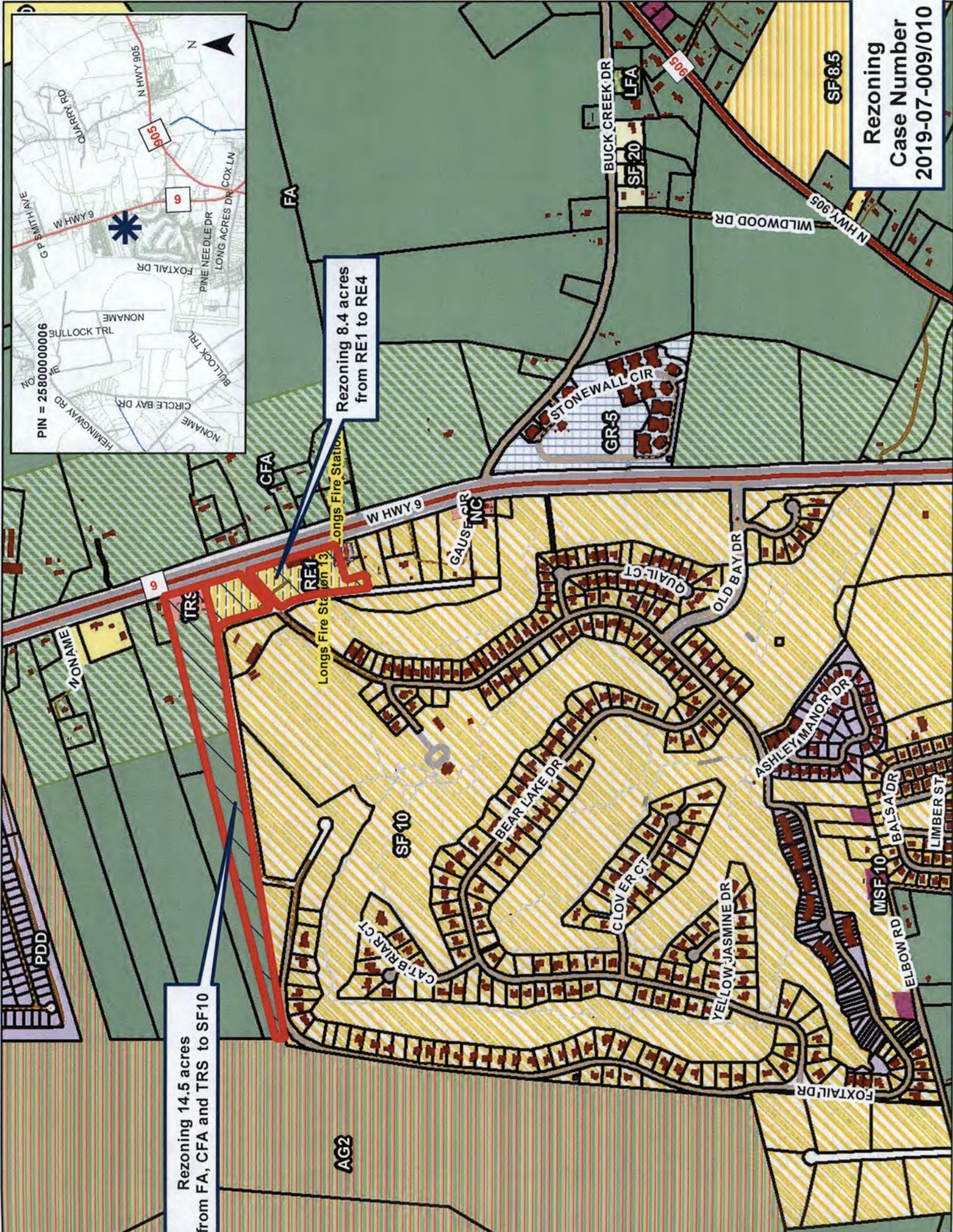
BY: sm

Rezoning
Case Number
2019-07-009/010



Rezoning 8.4 acres
from RE1 to RE4

Rezoning 14.5 acres
from FA, CFA and TRS to SF10



COUNTY OF HORRY

)

Ordinance 70-19

STATE OF SOUTH CAROLINA

)

)

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 15500000008 (PORTION) FROM FOREST AGRICULTURE (FA) TO PASSENGER & PRODUCT TRANSPORTATION (PA1)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Forest Agriculture (FA) to Passenger & Product Transportation (PA1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 15500000008 (Portion) and currently zoned Forest Agriculture (FA) is herewith rezoned to Passenger & Product Transportation (PA1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
 Dennis DiSabato, District 3
 Tyler Servant, District 5
 Orton Bellamy, District 7
 W. Paul Prince, District 9
 Al Allen, District 11

Bill Howard, District 2
 Gary Loftus, District 4
 Cam Crawford, District 6
 Johnny Vaught, District 8
 Danny Hardee, District 10

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
 Second Reading: September 17, 2019
 Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering (843) 237-1001 (Energov # 046146)	Rezoning Request #	2019-07-008
PIN #	15500000008 (Portion)	County Council District #	9 - Prince
Site Location	Hwy 9 in Loris	Staff Recommendation	Approval
Property Owner Contact	Twin City Equipment Co	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	7.3

ZONING DISTRICTS

Current Zoning	FA
Proposed Zoning	PA1
Proposed Use	To allow parking & storage of trailers & trailer cabs

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	3
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

NC	FA	FA
FA	Subject Property	FA
FA	LFA	FA

COMMENTS

Comprehensive Plan District: Urban Corridor	Overlay/Area Plan: None
--	--------------------------------

Discussion: The applicant is requesting to rezone to allow motor freight transportation and warehousing. The parcel would have direct access SC-9 bypass and Mt. Zion Rd. SC-9 is identified as a table 1 road. Landscape buffer along the SC-9 corridor will be required.

This parcel is designated as Rural in the IMAGINE 2040 comprehensive plan.

Public Comment: 8/1/2019: George Myers spoke in opposition of the request. His concerns were traffic and noise. Dale Shelley spoke in favor of the request. Felix Pitts was present to address questions and concerns.

TRANSPORTATION INFORMATION

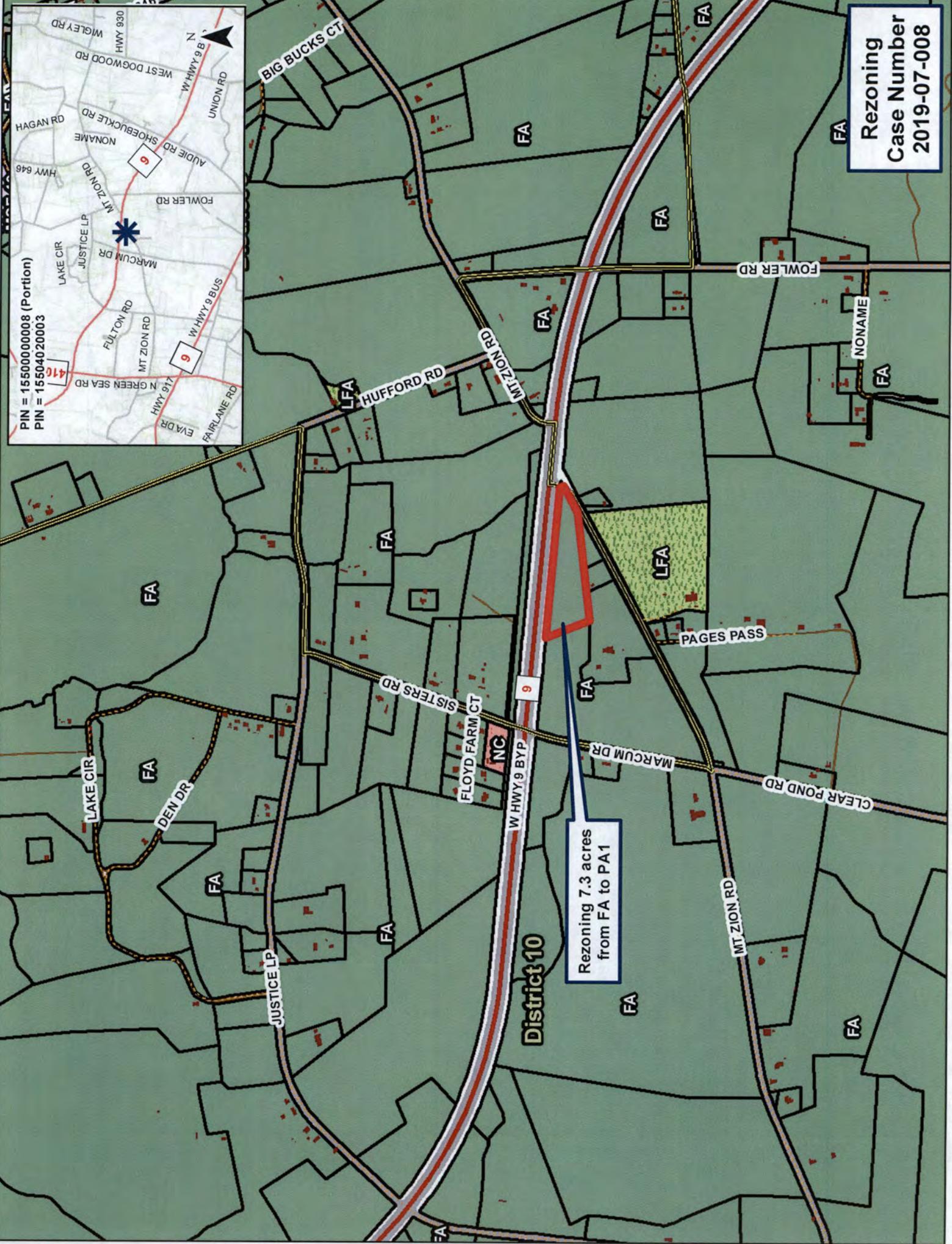
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 1,000	Existing Road Conditions	County, Paved., Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	500 / 500	Rd, Station, Traffic AADT (2018) % Road Capacity	SC-9 Byp, Station (197) 9,600 AADT 20-25%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PA1	FA (com/res)	FA (com/res)	LFA	NC	
Min. Lot Size (in square feet)	21780	43560/21780	43560/21780	43560	10000	
Front Setback	50	60/25	60/25	60	25	
Side Setback	10	25/10	25/10	25	10	
Rear Setback	15	40/15	40/15	40	15	
Bldg. Height	36 per 1/2 acre	35/35	35/35	35	35	

Date Advertised: 7/1/19 | Date Posted: 7/1/19 | # Property Owners Notified: 10 | Date Notification Mailed: 7/1/19 | Report Date: 7/1/19 | BY: SM

Rezoning
Case Number
2019-07-008



Rezoning 7.3 acres
from FA to PA1

District 10

PIN = 15500000008 (Portion)
PIN = 15504020003

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 72-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 34901030006 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO HIGH BULK RETAIL (RE4)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to High Bulk Retail (RE4) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 34901030006 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to High Bulk Retail (RE4).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	E3 Studio LLC (843) 213-1672 (Energov # 046018)	Rezoning Request #	2019-07-003
PIN #	34901030006	County Council District #	9 - Prince
Site Location	Hwy 90 in Little River	Staff Recommendation	Approval
Property Owner Contact	SFG Furnishings & Accents Inc.	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	6.6

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	RE4
Proposed Use	Retail

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	1.5 (Fire)
Utilities	Public
Character of the Area	Rural / Commercial

ADJACENT PROPERTIES

CFA	CFA	RE4
RE4	Subject Property	CFA
CFA	CFA	CFA

COMMENTS

Comprehensive Plan District: Urban Corridors	Overlay/Area Plan: None
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Discussion: Applicant is requesting to rezone from CFA to RE4 for multiple retail tenants. Rezoning case # 2017-07-009 rezoned 6.2 acres directly adjacent to the current request from Commercial Forest Agriculture (CFA) to High-Bulk Retail (RE4). On the opposite side of Hwy 90, 1.52 acres was rezoned to RE4 in 2006 (Case #2006-07-008). The nearby parcels that are under the city of North Myrtle Beach's jurisdiction are zoned Highway Commercial.

This parcel is within a **Community Activity Center** in the **IMAGINE 2040** comprehensive plan

Public Comment: 8/1/2019: There was no public input. Julie Almeida and Erin Blalock were present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 500	Existing Road Conditions	State, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	2,500 / 2,500	Rd, Station, Traffic AADT (2018) % Road Capacity	SC-90, Station (226) 9,700 AADT 65-70%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	CFA (com/res)	RE4	CFA (com/res)		
Min. Lot Size (in square feet)	21780	43560/21780	21780	43560/21780		
Front Setback	60	60/25	60	60/25		
Side Setback	10	25/10	10	25/10		
Rear Setback	15	40/15	15	40/15		
Bldg. Height	36	35/35	36	35/35		

Date Advertised: 7/11/19 Date Posted: 7/11/19 # Property Owners Notified: 12 Date Notification Mailed: 7/11/19 Report Date: 7/11/19 BY: sm

Henry County
REZONING
CONCEPTUAL PLAN
DO NOT RECORD

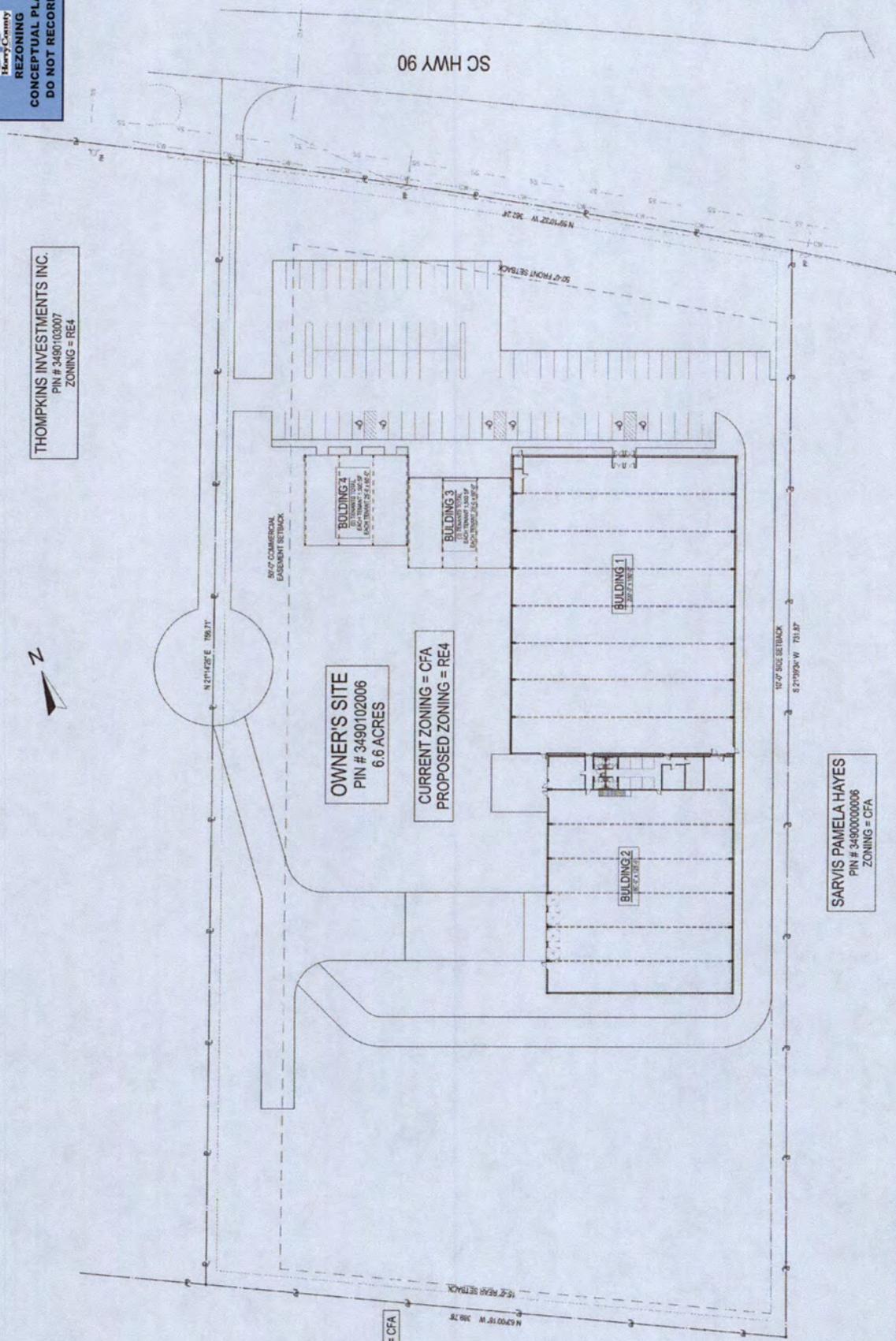
THOMPKINS INVESTMENTS INC.
PIN # 3490100007
ZONING = RE4



OWNER'S SITE
PIN # 3490102006
6.6 ACRES

CURRENT ZONING = CFA
PROPOSED ZONING = RE4

SARVIS PAMELA HAYES
PIN # 3490000006
ZONING = CFA



ZONING = CFA

1 SITE PLAN FOR PROPOSED ZONING CHANGE
SCALE: 1" = 30'

REGION	OWNER INFORMATION	PROJECT INFORMATION
	SFG FURNISHINGS & ACCENTS, INC. 527 HWY 17 NORTH NORTH MYRTLE BEACH, SC 29582	SEASIDE FURNITURE HWY 90 LANDS SOUTH CAROLINA

NOTE: THE SETBACKS SHOWN ARE
PER THE RE4 PROPOSED ZONING

AS101

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

Ordinance 73-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 21400000007 FROM RESIDENTIAL (MSF10) TO MANUFACTURED AGRICULTURAL RANCHETTES (AG7)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Residential (MSD10) to Manufactured Agricultural Ranchettes (AG7) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 21400000007 and currently zoned Residential (MSF10) is herewith rezoned to Manufactured Agricultural Ranchettes (AG7).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Donnette Smith & Ramon Landicho (586) 329-9148 (Energov # 045835)	Rezoning Request #	2019-07-002
PIN #	2140000007	County Council District #	9 - Prince
Site Location	Old Todd Ferry Rd in Loris	Staff Recommendation	Approval
Property Owner Contact	Donnette Smith & Ramon Landicho	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	18.64

ZONING DISTRICTS

Current Zoning	MSF10
Proposed Zoning	AG7
Proposed Use	Mobile Home, Steel Storage Bldg & Barn

LOCATION INFORMATION

Flood and Wetland Information	X	FA	FA	MSF20
Public Health & Safety (EMS/fire) in miles	1.85 (Vol Fire)	FA	Subject Property	MSF10
Utilities	Septic	FA	FA	FA
Character of the Area	Residential			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Rural Area	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone to build a personal residence with agricultural uses; to include horses and chickens. This parcel is designated as **Scenic & Conservation** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 8/1/2019: There was no public input. Donnette Smith was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 400	Existing Road Conditions	County, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	8 / 72	Rd, Station, Traffic AADT (2019) % Road Capacity	SC-348, Station (645) 1,850 AADT 10-15%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	AG7	MSF10	FA (com/res)	MSF10	MSF20	
Min. Lot Size (in square feet)	65340	10000	43560/21780	10000	20000	
Front Setback	60	25	60/25	25	40	
Side Setback	25	10	25/10	10	15	
Rear Setback	25	15	40/15	15	25	
Bldg. Height	35	35	35/35	35	35	

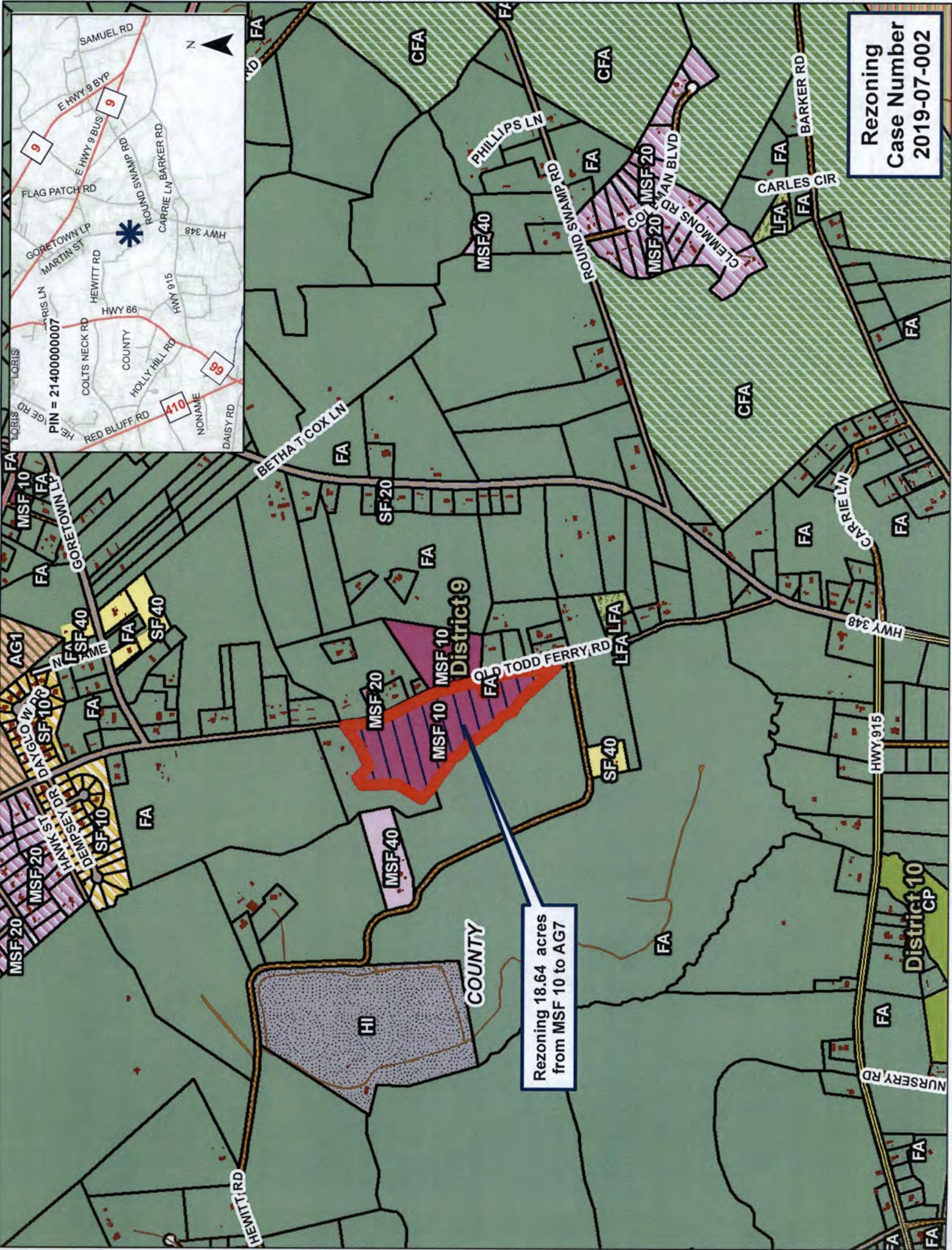
Date Advertised: 7/11/19 Date Posted: 7/11/19 # Property Owners Notified: 24

Date Notification Mailed: 7/11/19

Report Date: 7/11/19

BY: SM

Rezoning
Case Number
2019-07-002



Rezoning 18.64 acres
from MSF 10 to AG7



COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 74-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 36300000004 AND 36303040003 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO RESIDENTIAL (SF10)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Residential (SF10) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 36300000004 and 36303040003 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Residential (SF10).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Forrest Beverly (843) 236-4663 (Energov # 046144)	Rezoning Request #	2019-07-011
PIN #	36300000004 & 36303040003	County Council District #	10 - Hardee
Site Location	Hwy 90 across from Astoria Park in Conway	Staff Recommendation	Approval
Property Owner Contact	Beverly Homes LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	80.72

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	SF10
Proposed Use	Residential Subdivision

LOCATION INFORMATION

Flood and Wetland Information	X & AE
Public Health & Safety (EMS/fire) in miles	1.6
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

CFA	CFA	CFA
CFA	Subject Property	CFA
CFA	CFA	CFA

COMMENTS

Comprehensive Plan District: Rural Area, Rural Communities, Scenic Conservation & Suburban Corridors	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone to allow a residential development consisting of 125 single family detached units with a minimum lot size of 10,000 sq. ft. As shown, the project would have a gross density of **1.47 units/ac** and a net density of **2.81 units/ac**. The preliminary wetlands assessment identifies 40 acres of wetlands. The project proposes one, 66' access onto SC-90 and another 50' access through the adjacent parcel. If developed, the second access would be required prior to the platting of the 100th lot. SC-90 is a table one rd. Landscaping along the corridor will be required.

This parcel is designated as **Rural Communities, and Scenic & Conservation** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 8/1/2019: Larry McClaskey, Bob Lofgrem, Christine Tengen and Amelia Wood spoke in opposition of this request. Their concerns were stormwater, drainage, flooding, water pressure, water quality, traffic and too many houses on Hwy 90. Forrest Beverly was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 500	Existing Road Conditions	County, Paved, Two-lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	1,000 / 1,200	Rd, Station, Traffic AADT (2018) % Road Capacity	SC 90 Station (224) 12,300 AADT 70-75%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF10	CFA (com/res)	CFA (com/res)			
Min. Lot Size (in square feet)	10000	43560/21780	43560/21780			
Front Setback	25	60/25	60/25			
Side Setback	10	25/10	25/10			
Rear Setback	15	40/15	40/15			

Date Advertised: 7/11/19

Date Posted: 7/11/19 # Property Owners Notified: 82

Date Notification Mailed: 7/11/19

Report Date: 7/11/19

BY: sm



PROJECT INFORMATION			
TOTAL ACREAGE	84.52 AC	UNITS/AC	3.73 UNITS/AC
# OF UNITS	125	UNITS/AC	3.53 AC
ROW ACREAGE	23.53 AC	POOD ACREAGE	6.81 AC



Horry County
REZONING
CONCEPTUAL PLAN
DO NOT RECORD

SKETCH PLAN
 GRAPHIC SCALE
 1" = 100'

- OWNER:** BEVERLY MARTELLE, WHITE BRANCH LLC
- DEVELOPER:** WHITE BRANCH LLC, 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- ENGINEER:** WALT ENGINEERING, 3148 LAUREL ST., COLUMBIA, SC 29208
- ARCHITECT:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- LANDSCAPE ARCHITECT:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- UTILITY ENGINEER:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- SOILS ENGINEER:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- WATERMASTER:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- CONCRETE ENGINEER:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- MECHANICAL ENGINEER:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- ELECTRICAL ENGINEER:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- PLUMBING ENGINEER:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203
- MECHANICAL ENGINEER:** HARRY ELECTRIC COOPER THE, INC., 1001 W. BAYVIEW BLVD., SUITE 100, CHARLOTTE, NC 28203

1. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
2. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
3. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
4. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
5. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
6. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
7. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
8. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
9. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
10. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
11. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
12. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
13. THE DEVELOPER HAS REVIEWED THE REGULATIONS AND ORDINANCES OF THE CITY OF CHARLOTTE, NORTH CAROLINA, AND HAS DETERMINED THAT THE PROPOSED DEVELOPMENT IS IN CONFORMANCE WITH THE CITY OF CHARLOTTE ZONING ORDINANCES.
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STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ORDINANCE 90-19

AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$18.8 MILLION GENERAL OBLIGATION BONDS, SERIES 2020A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF HORRY COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE COUNTY COUNCIL OF HORRY COUNTY, SOUTH CAROLINA, AS FOLLOWS:

SECTION 1. Findings and Determinations. The County Council (the “County Council”), of Horry County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “SC Code”), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the “County Bond Act”), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 20[19], is \$2,278,847,052 which excludes exempt manufacturing property in the amount of \$10,571,700. Eight percent (8%) of the assessed value is \$183,153,520. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$45,966,000. Thus, the County may incur not exceeding \$137,187,520 of additional general obligation debt within its applicable debt limitation.

Simultaneously or in coordination with the issuance of the Bonds authorized by this Ordinance, the County intends to issue its not exceeding \$_____ General Obligation Bonds, Series 2020B, or such other appropriate series designation (Horry County Fire Protection District) (the "Series 2020B Bonds"). The 2020B Bonds will not count against the County's 8% constitutional debt limit.

(f) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$18.8 million aggregate principal amount general obligation bonds of the County. The proceeds derived from the sale of the Bonds authorized herein shall be applied to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: an Emergency Operations Center, expansion of the Conway Government and Justice Center and the expansion of County EMS facilities (collectively, the "Projects"); and (ii) pay the costs of issuance of the Bonds. The Projects are necessary and in the best interest of the County. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County, and the benefits arising from the Projects will accrue to all persons and property within the County.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the "State"), there is hereby authorized to be issued not exceeding \$18.8 million aggregate principal amount of general obligation bonds of the County to be designated "\$18.8 million (or such lesser amount issued) General Obligation Bonds, Series 2020A, of Horry County, South Carolina" (the "Bonds"), for the purposes set forth in Section 1(f) above.

The Bonds shall be issued as fully registered Bonds registrable as to principal and interest; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the County Administrator and/or his lawfully-authorized designee; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours of the sale of the Bonds, The County will designate a registrar and paying agent ("Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

The Bonds shall be subject to redemption prior to their stated maturities on such terms as shall be determined by the County Administrator and/or his lawfully-authorized designee. Pursuant to Section 3 hereof, the County Administrator and/or his lawfully-authorized designee may also determine whether any of the Bonds are subject to mandatory sinking fund redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent. In the event the Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar/Paying Agent not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 3. Determination of Certain Matters Relating to the Bonds. The County Administrator and/or his lawfully-authorized designee are hereby authorized and empowered to: (a) determine the original issue date of the respective series of the Bonds; (b) determine whether any of the Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the Bonds subject to mandatory sinking fund redemption; (c) determine the final principal amount of the Bonds; (d) determine the maturity schedule and the principal amounts of each maturity of the respective series of Bonds; (e) determine the interest payment dates of the Bonds; (f) determine the time and date of sale of the Bonds, subject to the terms and conditions stated below; (g) determine the optional redemption provisions applicable to the respective series of Bonds; (h) determine whether the Bonds should be sold simultaneously or in coordination with the sale of the Series 2020B Bonds; (i) adjust the principal amounts of each maturity of the Bonds as prescribed in the Notice of Sale; (j) determine the date and time of sale of the Bonds; (k) approve the Registrar/Paying Agent for the Bonds; (l) negotiate and execute all other contracts or certificates which may be necessary in connection with the issuance of the Bonds (including, without limitation, such contracts or certificates as may be necessary in the event the Bonds are insured by a municipal bond insurance policy); and (m) determine whether the Bonds will be designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The Council further authorizes and empowers the County Administrator and/or his lawfully-authorized designee to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of Notice of Sale for the Bonds. After the sale of the Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph. The County Administrator may designate one or more of the following County officials as his lawfully-authorized designee(s): the Director of the Administration Division, the Assistant County Administrator - Administration Division or the County Treasurer.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate and

maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar.

SECTION 8. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in The Sun News, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 11. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County in substantially the form attached hereto as Exhibit C.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the SC Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

The County Administrator and/or the Assistant County Administrator - Administration Division are hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to federal tax-exempt obligations issued by the County from time to time, including the Bonds.

SECTION 14. Book-Entry System. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator and/or his lawfully-authorized designee to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds. Such Preliminary Official Statement and Official Statement may be prepared in coordination with the issuance of the Series 2020B Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance. The County Administrator and/or the Assistant County Administrator - Administration Division are hereby authorized to adopt written procedures relating to compliance with continuing disclosure obligations with respect to bonds or other financial obligations issued by the County from time to time, including the Bonds.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied as follows: (a) any premium shall be placed in the sinking fund established by Section 4-15-150 of the SC Code; (b) accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and (c) the balance of the proceeds shall be applied for the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 21. Miscellaneous. The County Council hereby authorizes Chair of the County Council, the Clerk to the County Council, the County Administrator, the Assistant County Administrator - Administration Division and the County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP as bond counsel and First Tryon Advisors as Financial Advisor, in connection with the issuance of the Bonds.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

[Signature Page follows]

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this ____ day of _____, 20__.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 1, 2019

Second Reading:

Third Reading

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF HORRY
GENERAL OBLIGATION REFUNDING BOND, SERIES 20 ____

No. R-

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
--------------------------	--------------------------	--------------------------------	--------------

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Horry County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 20__ (the "Ordinance").

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, Horry County, South Carolina, has caused this Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

Horry County, South Carolina

(SEAL)

Chair, County Council

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Horry County, South Carolina.

As Registrar

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – As tenants in common

UNIF GIFT MIN. ACT

TEN ENT – As tenants by the entireties

(Cust.) Custodian (Minor) _____

JT TEN – As joint tenants with right of Survivorship and not as tenants in common

Under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Transferee)
the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer
the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution
which is a participant in the Securities Transfer
Agents Medallion Program ("STAMP") or similar
program.

NOTICE: The signature to this agreement must
correspond with the name of the registered holder
as it appears upon the face of the within Bond in
every particular, without alteration or enlargement
or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the
same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile
signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the
complete final approving opinion (except for date and letterhead) of Burr & Forman LLP,
Greenville, South Carolina, approving the issue of Bonds of which the within Bond is one, the
original of which opinion was manually executed, dated and issued as of the date of delivery
of and payment for the Bonds and a copy of which is on file with the County Council of Horry
County, South Carolina.

HORRY COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Horry County, South Carolina (the "County"), in County Council Chambers, Horry County Government Complex, 1301 Second Avenue, Conway, South Carolina at [6:00 p.m.] on _____, 20__.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds, Series 2020A, of Horry County, South Carolina, in the principal amount of not exceeding \$_____ (the "Bonds"). The proceeds of the Bonds will be used to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: an Emergency Operations Center, expansion of the Conway Government and Justice Center and the expansion of County EMS facilities; and (ii) pay the costs of issuance of the Bonds.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF Horry COUNTY,
SOUTH CAROLINA

/s/ _____
Chair

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the “County Council”) of Horry County, South Carolina (the “County”), on _____ enacted an ordinance entitled “AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$_____ GENERAL OBLIGATION BONDS, SERIES 2020A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF HORRY COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO” (the “Ordinance”). The Ordinance authorizes the issuance and sale of not exceeding \$_____ General Obligation Bonds (the “Bonds”) of the County.

The proceeds of the Bonds will be used to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: an Emergency Operations Center, expansion of the Conway Government and Justice Center and the expansion of County EMS facilities; and (ii) pay the costs of issuance of the Bonds.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230, Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Horry County.

HORRY COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF SALE

\$ _____ * GENERAL OBLIGATION BONDS, SERIES 2020A
 Horry County, South Carolina

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$ _____ * General Obligation Bonds, Series 2020A of Horry County, South Carolina (the “Bonds”) will be received on behalf of the County Council (the “Council”) of Horry County, South Carolina (the “County”), until [11:00 a.m.] South Carolina time, on _____, _____, 20__, in the County Council Administrative Offices, 1301 Second Avenue, Conway, South Carolina, or such other date and time as may be established by the County and communicated by Bond Buyer Wire, Bloomberg Wire or other electronic information service, not less than 48 hours prior to the time proposals are to be received.

Mailed or Hand-Delivered Proposals: Each mailed or hand-delivered proposal should be enclosed in a sealed envelope marked “Proposal for \$ _____ General Obligation Bonds, Series 2020A, Horry County, South Carolina” and should be directed to the County Administrator at the address in the first paragraph hereof.

Electronic Proposals: Electronic proposals must be submitted through i-Deal’s Ipreo/Parity Electronic Bid Submission System (“Ipreo/Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo/Parity may be obtained from i-Deal, 1359 Broadway, New York, New York 10018, Customer Support, telephone 212.849.5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL OR BY ELECTRONIC PROPOSALS, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully registered form. If requested by the successful bidder, a single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as the securities depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. [Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.]

 *Preliminary, subject to adjustment.

The Bonds: Interest on the Bonds (calculated on the basis of a 360-day year comprised of twelve 30-day months) will be payable _____, _____ and semiannually on _____ and _____ of each year thereafter until maturity.

The Bonds will be dated the date of their delivery (which is expected to be _____, 2020, and will mature in successive annual installments on _____ 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>

*Preliminary, subject to adjustment.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Each proposal must specify the amount bid for the Bonds, which shall not be less than 100% of par or more than [____] of par. Bidders shall not specify (a) a zero rate of interest for any Bonds or (b) a rate of interest for any Bonds that exceeds [____]%. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS OR AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED. Any premium offered must be paid in cash as a part of the purchase price.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than _____ p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County’s Financial Advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Adjustment of Maturity Schedule: The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment by the County, both before and after the receipt of bids for their purchase. Changes to be made prior to the sale will be made through [____] not later than _____ a.m. local time on the date of sale (or as soon as thereafter as is reasonably practical) and will be used to compare bids and select a winning bidder. Changes to be made after the sale and the maturity amounts for the Bonds will be communicated to the successful bidder by _____ p.m. local time on the date of the sale, and will not reduce or increase the aggregate principal amount of the Bonds by more than ____% from the amount bid upon. In addition, the final maturity schedule for the Bonds will be communicated to the successful bidder by _____

p.m. local time on the date of the sale. The dollar amount bid for principal and any amount bid for premium by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Bonds, but the interest rates specified by the successful bidder for all maturities will not change.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Redemption Provisions: [The Bonds maturing on or prior to _____, _____ shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____, _____ shall be subject to redemption at the option of the County on or after _____, _____, as a whole or in part at any time, in such order of redemption as the County may determine, at par plus accrued interest to the date fixed for redemption.][The Bonds are not subject to redemption prior to maturity].

Registrar and Paying Agent: Within twenty-four (24) hours after receipt of bids, the County Administrator will designate the registrar and paying agent (the “Registrar/Paying Agent”) for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located within or without the State of South Carolina.

Purposes: The Bonds are being issued to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: an Emergency Operations Center, expansion of the Conway Government and Justice Center and the expansion of County EMS facilities; and (ii) pay the costs of issuance of the Bonds.

Bidders’ Special Option for Term Bonds: Bidders submitting proposals may specify that all of the principal amount of Bonds maturing on any two or more consecutive annual payment dates may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the “Term Bonds”). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.]

Municipal Bond Insurance: A bidder may, at its option, purchase a policy of insurance relating to the Bonds to be effective as of the date of their issuance. Notice of obtaining a commitment for such insurance may be obtained from the bond insurers. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds.]

Official Statement: The County deems the Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will

prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder a sufficient quantity of Official Statements to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: The Bonds will constitute binding general obligations of the County and the full faith, credit and taxing power of the County are irrevocably pledged for the payment thereof. There shall be levied and collected annually in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of Burr & Forman LLP, Greenville, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Financial Advisor: First Tryon Advisors has acted as Financial Advisor to the County in connection with the issuance of the Bonds. In this capacity, First Tryon Advisors has provided technical assistance in the preparation of the offering documents and assisted the County in preparing for this financing.

Issue Price Certificate: [Incorporate appropriate SIFMA model issue price provisions]]

Delivery: The Bonds will be delivered on or about _____, 2020 through the facilities of DTC in New York, New York, at the expense of the County or at such other place as may be agreed upon with the purchaser at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.

Postponement: The County reserves the right to postpone, from time to time, the date or time established for the receipt of bids or the bidding constraints on the Bonds. The County will communicate any such change in the sale date through [Bond Buyer Wire, Bloomberg Wire, or other electronic information service,] not less than 48 hours prior to the time proposals are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through [Bond Buyer Wire, Bloomberg Wire or other electronic information service] at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced through [Bond Buyer Wire, Bloomberg Wire, or other electronic information service] at the time the sale date and time are announced.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at _____ and will be furnished to any person interested in bidding for the Bonds upon request to _____. The Preliminary Official Statement should be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with:

Barry R Spivey, CPA CPFO
Assistant County Administrator - Administration
Division
Horry County
1301 Second Avenue
Conway, SC 29526
Telephone: 843.915.7018
E-mail: spiveyb@horrycounty.org

Michael W. Burns, Esq.
Bond Counsel

Burr Forman McNair
104 South Main Street, 7th Floor
Greenville, SC 29601
Telephone: 864.271.4940
E-mail: mburns@burr.com

Amy Vitner, Managing Director
First Tryon Advisors
1355 Greenwood Cliff, Suite 400
Charlotte, NC 28204
Telephone: 704.926.2457
E-mail: avitner@firsttryon.com

Brandon T. Norris, Esq.
Bond Counsel
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Greenville, SC 29601
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HORRY COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Horry County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Bonds, Series 2020A, Horry County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to Ordinance No. _____ enacted by the County Council of the County on _____, _____ (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Bonds**” shall mean the \$_____ General Obligation Bonds, Series 2020A, Horry County, South Carolina, dated _____, 2020.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 20__ (the “Filing Date”), to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the Filing Date, the County shall, on or before the Filing Date, send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County’s Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population for the current fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for the current fiscal year;
- (c) Outstanding Indebtedness of the County;
- (d) Market Value/Assessment Summary of taxable property in County;
- (e) Tax levy for County for current fiscal year;
- (f) Tax collections for County for preceding fiscal year; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the

Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to

indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

HORRY COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2020

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Horry County, South Carolina

Name of Issue: \$_____ General Obligation Bonds, Series 2020A
Horry County, South Carolina

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that Horry County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

HORRY COUNTY, SOUTH CAROLINA



Horry County Council Briefing Memorandum

Date: September 25, 2019
 From: Barry Spivey, Assistant County Administrator
 Division: Administration Division
 Cleared By: Steve Gosnell, County Administrator
 Arrigo Carotti, County Attorney
 Re: Ordinances for \$18.8 Million General Obligation Bonds of Horry County, South Carolina and \$900,000 General Obligation Bonds of Horry County Fire Protection District

ISSUE

In compliance with Council approved Fiscal Year 2020 Budget and Capital Improvement Plan for the Year 2020 to 2024, the County desires to issue General Obligation Bonds and General Obligation Bond (Fire Protection District) to construct, improve, or purchase facilities and related infrastructure.

RECOMMENDATION

The Administration Committee reviewed this at its September 24, 2019 meeting and recommends this action to County Council.

BACKGROUND

The Horry County Capital Improvement Plan provides several projects needed for Public Safety and General Government Services in Fiscal Year 2020 Budget and Fiscal Year 2021 Plan. The approval for these items of capital include partial funding through the issuance of General Obligation Bonds for Horry County and Horry County Fire Protection District. The table below provides a listing of the planned projects that could be partially funded through bond proceeds.

Capital Improvement Plan Projects				
Description	Prior	FY2020	FY2021	Total
Budgeted Expenditures				
Longs Fire Station Relocation	\$2,415,000			\$2,415,000
Socastee Fire/EMS Addition		971,750		971,750
Goretown Fire Addition		1,104,000		1,104,000
Shell Fire Rebuild			1,782,500	1,782,500
Nixonville/Wampee Fire Consolidation			2,300,000	2,300,000
Forestbrook Fire/EMS Relocation			3,249,900	3,249,900
Emergency Operation Center	2,400,000	23,600,000		26,000,000
Government & Justice Expansion		1,000,000		1,000,000
Central Coast Complex			20,000,000	20,000,000
Public Works Carolina Forest Satellite Facility			500,000	500,000
Bond Issuance		409,250	622,000	1,031,250
Total Expenditures	\$4,815,000	\$27,085,000	\$28,454,400	\$60,354,400
Funding Sources				
Cash	\$4,815,000	\$7,483,000	\$500,000	\$12,798,000
Fire Bonds		828,375	3,439,200	4,267,575
General Bonds		17,173,625	23,765,200	40,938,825
Intergovernmental / RIDE III		1,600,000	750,000	2,350,000
Total Funding Sources	\$4,815,000	\$27,085,000	\$28,454,400	\$60,354,400

The County has retain the services of Burr Forman McNair as Bond Council and with the assistance of First Tryon Financial Advisors, the County’s financial advisor, is recommending the approval of the attached Ordinances to allow these projects to proceed.

Attachment A – Debt Management Excerpts from Financial Policy

SECTION 2-70.9. DEBT MANAGEMENT.

- (1) **Debt Management Plan.** A Comprehensive Debt Management Plan shall be developed and presented annually by staff encompassing all debt of the County and including, but not limited to:
- Detail on the sources of funding for all debt
 - Current and future debt capacity analysis
 - Issues to be addressed for sound debt management
- (2) **Use of and Types of Debt Financing.** All financings are to be issued in accordance with the applicable State and Federal Laws.
- (a) **Short-Term Debt.** If it is determined by the Finance Department that the General Fund cash flow requirements will be in a deficit position prior to receiving property tax revenues in November, the County may either request authorization from County Council to issue short-term debt to meet the anticipated cash flow requirements. When financing a capital project, Bond Anticipation Notes may be issued if such financings will result in a financial benefit to the County. Before issuing short-term debt the County Council must authorize the financing by adopting an ordinance or amending the current budget ordinance.
- (b) **Bonds and other Long-Term Obligations.** The County will attempt to meet its capital maintenance, replacement or acquisition requirements on a pay as you go basis. If the dollar amount of the capital requirement cannot be met on a pay as you go basis, it is financially beneficial to issue bonds or certificates of participation when the project has been determined to benefit future citizens the County will evaluate the feasibility of issuing a long-term debt financing instrument.
- (c) All long-term financings shall provide the County with an identifiable asset or be as a result of a mandate by the Federal or State Government or court. Under no circumstances will current operations be funded from the proceeds of long-term borrowing.
- (d) When issuing debt, the County will follow State and Federal laws and shall utilize the services of a Financial Advisor and/or Bond Counsel.
- (e) If capital expenditures are anticipated to be incurred prior to the issuance of the debt, the County Council shall authorize the County Administrator to execute a reimbursement resolution with regard to such expenditure in accordance with IRS regulations. The reimbursement resolution must express the County's reasonable expectations that it will issue debt to reimburse the described expenditures. It must contain a general description of the project and state the estimated principal amount of obligations expected to be issued to finance the project.
- (f) The following are the different types of financings the County may use to fund its major capital acquisitions or improvements.
1. Revenue Bonds may be used when allowed by State and Federal Law, to finance public improvements which can be shown to be self-supported by dedicated revenue sources, needed for infrastructure or economic development or approved by the County Council for specific purposes.
 - (a) Revenue supported bonds are to be used to limit the dependency on property taxes for those projects with available revenue sources, whether self-generated or dedicated from other sources.
 - (b) Adequate financial feasibility studies are to be performed for each project to determine the adequacy of the dedicated revenue source.
 2. General Obligation Bonds (G.O. bonding) will be used to finance capital projects which have been determined to be essential to the maintenance or development of the County.

(a) Capital improvement projects will be analyzed, prioritized and designated as to essential characteristics through the annual budget process.

(b) Use of G.O. bonding will only be considered after exploring alternative funding sources such as Federal and State grants and project revenues.

3. Installment Purchase Revenue Bonds may be used as allowed by State and Federal law as an option to issuing debt that will be applied against the 8% constitutional debt limit. This type of financing transaction requires a nonprofit corporation (the "Corporation") to be established for the sole purpose of issuing the installment purchase revenue bonds (the "Bonds"). The County would lease real property upon which the financed facilities are to be located to the Corporation. The County and the Corporation would enter into an Installment Purchase and Use Agreement under which the County would agree to make annual installment purchase payments in amounts sufficient to pay debt service. In return for the annual purchase payments, the County would receive undivided ownership interests in the financed facilities and the right to use the facilities. The Corporation would enter into a Trust Agreement, pursuant to which the Bonds would be issued. In the Trust Agreement, the Corporation pledges its rights under the Installment Purchase and Use Agreement to the trustee for the benefit of bondholders (including the right to receive annual payments). In an installment purchase revenue bond transaction, the County has the right to non-appropriate, in which case the facilities would be partitioned between the County and the Corporation. Because the annual payments are made for the purpose of purchasing an ownership interest in the facilities, the annual payment can, at the County's option, be made from the proceeds of general obligation bonds issued on an annual basis. This procedure allows the County's payment to be reflected in debt service millage, rather than operational millage. This treatment of the millage can be a significant advantage to the County in light of the operations millage cap established by the legislature.

4. Lease-Purchases or Certificate of Participation will be considered as a financing method if Revenue bonding or G.O. bonding is not feasible. Lease purchase shall be considered only when the useful life of the item is equal to or greater than the length of the lease. If the item may become technologically obsolete or is likely to require major repair during the lease purchase period, then the item should be either purchased or placed on a straight lease.

All leases as reported in the County's CAFR under the Other General Long-Term Obligations will be limited as follows:

(a) All lease-purchases will be limited to the economic life of the capital acquisition or improvement and in no cases shall exceed 20 years.

(b) All lease-purchases must fit within the County's mission, goals and objectives or governmental role.

(c) All annual lease-purchase payments must be included in the originating Departments' approved budget.

5. Long-term Obligations enumerated above shall not have maturities that exceed 21 years from the date of the issuance.

6. Refundings or Advance Refundings will be done if there is a present value savings of 3% or more or if the restructuring of the financing will benefit the County based on recommendations from financial advisors or bond counsel. Extending maturities shall not be allowed except in extenuating and extraordinary circumstances.

7. Intergovernmental agreements with the State of South Carolina, other counties and municipalities. Industrial Revenue Bonds and Tax Exempt Aviation Bonds which comply with the Industrial Revenue Bond Act, S.C. Code of Laws, Title 4, Chapter 29 Sections 4-

29-10 through 4-29-150, as amended; and the Jobs-Economic Development Authority Act, S.C. Code of Laws, Title 41, Chapter 43, Sections 41-43-10 through 41-43-280.

8. It is the policy of the County Council to act as an "Issuer" of conduit financing for any private college, university, hospital, or non-profit organization that is located in Horry County and is eligible to use this type of financing. The County will charge a fee of \$1.00 per \$1,000 of bonds issued or \$10,000, whichever is greater, to act as an issuer for the organization. This fee is to offset any administrative costs that may be incurred by the County when acting as an issuer. The County will retain bond counsel to represent the County on any legal issues including any risks associated with the conduit financing. The organization will be assessed an additional fee to cover any bond counsel expenses incurred by the County. In addition to the fees established above, the organization must have a Moody's rating of Baa or better or BBB rating from Standard and Poor's and must not condone any discriminatory practices or policies. The County Council must approve each conduit financing issue.

9. External financial advisors, underwriters and bond counsel will be selected in accordance with the County's Administrative Procedures and Procurement Policy.

(3) Constitutional Limits on Issuance of Debt. Outstanding general obligation indebtedness of the County, other than enterprise revenue backed bonds, shall not exceed eight percent of the assessed value of the taxable property within Horry County as permitted by the South Carolina Constitution without a favorable referendum of the voters of Horry County.

(4) Self Imposed/Council Limits on Issuance of Debt.

- (a) Except for the enterprise funds, Capital Project Sales Tax, and IGA RIDE debt, debt service for long-term issues (greater than 5 years) shall not exceed 20% of the combined operating and capital budgets.
- (b) It is preferred bonds will be sold at public sale; unless provisions under State law for private sale are met and the County Council deems it to be in the best interest of Horry County to utilize a private sale. The County reserves the right to reject any and all bids. Bonds may be sold through a negotiated transaction in circumstances when the County's financial advisors and the Finance Department determine a negotiated transaction will result in more favorable rates than a public sale. In that event, the County shall solicit requests for proposals from underwriters to enter into a negotiated sale. A financial advisor must be retained to validate the price of the bonds sold to the underwriter.
- (c) The County will not utilize variable rate debt.
- (d) The County will not utilize debt-related derivative products.
- (e) On General Obligation bonds, the County shall not use more than 75% of the 8% capacity allowed by the Constitution of South Carolina.

(5) Rating Agency Relationship. Horry County will strive to maintain and improve its current ratings of Aa2 with Moody's Investors Service, AA+ with Standard and Poor's and AA+ with Fitch Ratings.

(6) Economic Development Bonds. The County shall strive to promote economic welfare of the citizens of Horry County by providing employment opportunities and a diverse industrial base. The County shall utilize the following financing methods for industrial development:

- Fee in Lieu of Tax programs for projects meeting the criteria for industrial revenue bonds.
- Special Source Revenue Bonds for multi-jurisdiction industrial/business parks or Fee in Lieu of Tax transactions for the acquisitions of land, building, and improvements, or the expansion of an existing project with a minimum investment regulated by applicable state laws.

(f) In accordance with the provisions of Section 4-9-30(5) of the SC Code (the “Act”), and pursuant to Ordinance No. 9-84 enacted by the County Council on December 5, 1984, the County established the Horry County Fire Protection District (the “District”) for the purpose of providing fire protection services (the “Services”) throughout the unincorporated area of the County. The District is a special taxing district of the County and is not a political subdivision of the State or the County separate and distinct from the County. All matters with respect to the District are under the control of the County Council and are administered by the County, as are other County matters. The District includes all the unincorporated areas of the County, except for a section served by the Murrells Inlet-Garden City Fire Department (a special purpose district established in 1966). By agreement effective January 1, 1988, the incorporated area within Town of Aynor is taxed for and receives fire protection from the District. By Agreement effective November 1, 2002, the incorporated area within the Town of Atlantic Beach is taxed for and receives fire protection from the District.

(g) Pursuant to Title 4, Chapter 15 of the SC Code, as supplemented by Section 11-27-40 of the SC Code (collectively, the “Bond Act”), the County is empowered to issue general obligation bonds for any authorized purpose.

(h) Pursuant to the Act, prior to the issuance of general obligation bonds to provide the Services in the District and the levy of a tax to retire the bonds at rates different from those levied in the remainder of the County related to the nature and level of government services to be provided in the District, the County Council shall first approve the issuance of the general obligation bonds and the levy of the tax to retire the bonds by ordinance. Pursuant to this Ordinance, County Council is authorizing the issuance and sale of general obligation bonds (the “Bonds”) in connection with the District, and providing for the levy and collection of an annual *ad valorem* tax within the District which will be sufficient to provide for the payment of the principal of and interest on such Bonds. In compliance with Article X, Section 12 of the Constitution, a tax in an amount designed to provide debt service on such Bonds shall be imposed upon the area or persons in the District receiving the benefit of the fire protection services.

(i) The proceeds derived from the sale of the Bonds authorized herein shall be applied to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: expansion of the Socastee fire station, addition to the Georgetown fire station and replacement of Longs fire station (collectively, the “Projects”); and (ii) paying the costs of issuance of the Bonds.

(j) The Projects are necessary and in the best interest of the County and the District. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County, and the benefits arising from the Projects will accrue to all persons and property within the District.

(k) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$900,000 aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 1(i) above.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$900,000 principal amount of general obligation bonds of the County (the “Bonds”) in the principal amount as determined by the County Administrator and/or his lawfully-authorized designee pursuant to Section 4 hereof, and shall be issued to obtain funds for any of the purposes set forth in Section 1(i) above.

The Bonds shall be designated “\$(principal amount issued) General Obligation Bonds, Series 2020B, of Horry County, South Carolina (Horry County Fire Protection District)”.

The Bonds shall be issued as fully registered Bonds registrable as to principal and interest; shall be dated as of the date of their delivery or the first or the fifteenth day of month in which the Bonds are priced or delivered to the initial purchaser(s) thereof or such other date as determined by the County Administrator and/or his lawfully-authorized designee; shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year unless issued as a single Bond in the entire principal amount of the issue; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. Within twenty-four (24) hours of the sale of the Bonds, The County will designate a registrar and paying agent (“Registrar/Paying Agent”) for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State of South Carolina.

SECTION 3. Redemption Provisions. The Bonds shall be subject to redemption prior to their stated maturities on such terms as shall be determined by the County Administrator and/or his lawfully-authorized designee. Pursuant to Section 4 hereof, the County Administrator and/or his lawfully-authorized designee may also determine whether any of the Bonds are subject to mandatory sinking fund redemption.

If less than all the Bonds of any maturity are called for redemption, the Bonds of such maturity to be redeemed shall be selected by lot by the Registrar/Paying Agent. In the event the Bonds or any portion thereof shall be called for redemption, notice of the redemption, describing the Bonds to be redeemed, specifying the redemption date and the redemption price payable on such redemption, shall be mailed by first-class mail, postage prepaid, to the registered owner thereof as shown on the registry books of the County kept by the Registrar/Paying Agent not less than thirty (30) days and not more than sixty (60) days prior to the redemption date. If the Bonds or any portion thereof shall have been duly called for redemption and notice of the redemption mailed as aforesaid, and if on or before the date fixed for redemption, payment thereof shall be duly made or provided for, interest on the Bonds to be redeemed shall cease to accrue from and after the redemption date specified in such notice.

SECTION 4. Determination of Certain Matters Relating to the Bonds. The County Administrator and/or his lawfully-authorized designee are hereby authorized and empowered to: (a) determine the original issue date of the respective series of the Bonds; (b) determine whether any of the Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the Bonds subject to mandatory sinking fund redemption; (c) determine the final principal amount of the Bonds; (d) determine the maturity schedule and the principal amounts of each maturity of the respective series of Bonds; (e) determine the interest payment dates of the Bonds; (f) determine the time and date of sale of the Bonds, subject to the terms and conditions stated below; (g) determine the optional redemption provisions applicable to the respective series of Bonds; (h) determine whether the Bonds should be sold simultaneously or in coordination with the sale of the County’s General Obligation Bonds Series 2020A (the “Series 2020A Bonds”); (i) adjust the principal amounts of each maturity of the Bonds as prescribed in the Notice of Sale; (j) determine the date and time of sale of the Bonds; (k) approve the Registrar/Paying Agent for the Bonds; (l) negotiate and execute all other contracts or certificates which may be necessary in connection with the issuance of the Bonds (including, without limitation, such contracts or certificates as may be necessary in the event the Bonds are insured by a municipal bond insurance

policy); and (m) determine whether the Bonds will be designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The Council further authorizes and empowers the County Administrator and/or his lawfully-authorized designee to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of Notice of Sale for the Bonds. After the sale of the Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph. The County Administrator may designate one or more of the following County officials as his lawfully-authorized designee(s): the Director of the Administration Division, the Assistant County Administrator - Administration Division or the County Treasurer.

SECTION 5. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Series Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 7. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed

Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar.

SECTION 9. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 10. Security for Bonds. For the payment of the principal of and interest on the Bonds, as they respectively mature, the full faith, credit and taxing power of Horry County, South Carolina, are hereby irrevocably pledged, and pursuant to Section 4-9-30(5) of the SC Code and Section 12 of Article X of the Constitution, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an *ad valorem* tax, without limit, on all taxable property in the District, sufficient to pay the principal of and interest on such Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. Bonds issued by the County for the District are the primary obligation of the District and only in the event *ad valorem* taxes levied and collected in the District are insufficient to pay the debt service on the Bonds shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds as they mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the District, an *ad valorem* tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 11. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in The Sun News, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 12. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum

provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County in substantially the form attached hereto as Exhibit C.

SECTION 13. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the SC Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 14. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

The County Administrator and/or the Assistant County Administrator - Administration Division are hereby authorized to adopt written procedures to ensure the County's compliance with federal tax matters relating to federal tax-exempt obligations issued by the County from time to time, including the Bonds.

SECTION 15. Book-Entry System. The Bonds initially issued (the "Initial Bonds") will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of this Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt

to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 16. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 17. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator and/or his lawfully-authorized designee to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds. Such Preliminary Official Statement and Official Statement may be prepared in coordination with the issuance of the Series 2020A Bonds.

SECTION 18. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 19. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance. The

County Administrator and/or the Assistant County Administrator - Administration Division are hereby authorized to adopt written procedures relating to compliance with continuing disclosure obligations with respect to bonds or other financial obligations issued by the County from time to time, including the Bonds.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied as follows: (a) any premium shall be placed in the sinking fund established by Section 4-15-150 of the SC Code; (b) accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and (c) the balance of the proceeds shall be applied for the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 21. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 22. Miscellaneous. The County Council hereby authorizes the Chair of the County Council, the Clerk to the County Council, County Administrator, the Assistant County Administrator - Administration Division and the County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP as bond counsel, and First Tryon Advisors as Financial Advisor, in connection with the issuance of the Bonds.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

This Ordinance shall forthwith be codified in the Code of County Ordinances in the manner prescribed by law.

[Signature Page follows]

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 1, 2019
Second Reading:
Third Reading:

Signature Page to Ordinance

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF HORRY
GENERAL OBLIGATION BOND, SERIES 2020B
(HORRY COUNTY FIRE PROTECTION DISTRICT)

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL ISSUE</u> <u>DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Horry County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapters 15 and 9, and Title 11, Chapter 27, Code

of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2019 (the “Ordinance”).

For the payment of the principal of and interest on this Bond, as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and pursuant to Section 4-9-30(5) of the SC Code and Section 12 of Article X of the Constitution, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an *ad valorem* tax, without limit, on all taxable property in the District (as defined in the Ordinance), sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor. This Bond and the series of Bonds of which it is one, issued by the County for the District are the primary obligation of the District and only in the event *ad valorem* taxes levied and collected in the District are insufficient to pay the debt service on the Bonds shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds as they mature and to create such sinking fund as may be necessary therefor.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; and that for the payment of the principal of and interest on this Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the South Carolina Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the District an *ad valorem* tax in an amount designed to pay debt service on the Bond.

IN WITNESS WHEREOF, Horry County, South Carolina, has caused this Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

Horry County, South Carolina

(SEAL)

Chair, County Council

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the Bonds described in the within mentioned Ordinance of Horry County, South Carolina.

As Registrar

By: _____
Authorized Officer

Date of Authentication: _____

The following abbreviations when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM – As tenants in common

UNIF GIFT MIN. ACT

TEN EN – As tenants by the entireties

(Cust.) Custodian (Minor)

JT TEN – As joint tenants with right of survivorship and not as tenants in common

Under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the final approving opinion (except for date and letterhead) of Burr & Forman LLP approving the issue of bonds of which the within bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Horry County, South Carolina.

HORRY COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Horry County, South Carolina (the "County"), in County Council Chambers, Horry County Government Complex, 1301 Second Avenue, Conway, South Carolina at [6:00 p.m.] on _____, 2019.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds, Series 2020B, of Horry County, South Carolina (Horry County Fire Protection District), in the principal amount of not exceeding \$_____ (the "Bonds"). The proceeds of the Bonds will be used to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: expansion of the Socastee fire station, addition to the Georgetown fire station and replacement of Longs fire station; and (ii) pay the costs of issuance of the Bonds.

For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the South Carolina Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the District an *ad valorem* tax in an amount designed to pay debt service on the Bonds.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF HORRY COUNTY,
SOUTH CAROLINA

/s/ _____
Chair

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the “County Council”) of Horry County, South Carolina (the “County”), on _____, 2019 enacted an ordinance entitled “AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$_____ GENERAL OBLIGATION BONDS, SERIES 2020B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF HORRY COUNTY, SOUTH CAROLINA (HORRY COUNTY FIRE PROTECTION DISTRICT); FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO” (the “Ordinance”). The Ordinance authorized the issuance and sale of not exceeding \$_____ General Obligation Bonds (Horry County Fire Protection District), Series 2020B of the County (the “Bonds”).

The proceeds of the Bonds will be used to (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: expansion of the Socastee fire station, addition to the Georgetown fire station and replacement of Longs fire station (collectively, the “Projects”); and (ii) pay the costs of issuance of the Bonds.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Horry County.

HORRY COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF SALE

\$ _____ * GENERAL OBLIGATION BONDS, SERIES 2020B
(HORRY COUNTY FIRE PROTECTION DISTRICT)
HORRY COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of \$ _____ * General Obligation Bonds, Series 2020B (Horry County Fire Protection District) of Horry County, South Carolina (the “Bonds”) will be received on behalf of the County Council (the “Council”) of Horry County, South Carolina (the “County”), until [11:00 a.m.,] South Carolina time, on _____, _____, 20____, in the County Council Administrative Offices, 1301 Second Avenue, Conway, South Carolina, or such other date and time as may be established by the County and communicated by Bond Buyer Wire, Bloomberg Wire or other electronic information service, not less than 48 hours prior to the time proposals are to be received.

Mailed or Hand-Delivered Proposals: Each mailed or hand-delivered proposal should be enclosed in a sealed envelope marked “Proposal for \$ _____ General Obligation Bonds, Series 2020B (Horry County Fire Protection District), Horry County, South Carolina” and should be directed to the County Administrator at the address in the first paragraph hereof.

Electronic Proposals: Electronic proposals must be submitted through i-Deal’s Ipreo/Parity Electronic Bid Submission System (“Ipreo/Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo/Parity may be obtained from i-Deal, 1359 Broadway, New York, New York 10018, Customer Support, telephone 212.849.5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL OR BY ELECTRONIC PROPOSALS, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully registered form. If requested by the successful bidder, a single Bond or one Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as the securities depository for the Bonds. Individual purchases will be made in book-entry-only form in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC. [Notwithstanding the foregoing, at the request of the successful bidder, the Bonds will be issued as one single fully registered bond and not issued through the book-entry system.]

*Preliminary, subject to adjustment.

The Bonds: Interest on the Bonds (calculated on the basis of a 360-day year comprised of twelve 30-day months) will be payable _____, _____ and semiannually on _____ and _____ of each year thereafter until maturity.

The Bonds will be dated the date of their delivery (which is expected to be _____, 2020, and will mature in successive annual installments on _____1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>

*Preliminary, subject to adjustment.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 or 1/100 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Each proposal must specify the amount bid for the Bonds, which shall not be less than 100% of par or more than [] of par. Bidders shall not specify (a) a zero rate of interest for any Bonds or (b) a rate of interest for any Bonds that exceeds []%. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A BID FOR LESS THAN ALL THE BONDS OR AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED. Any premium offered must be paid in cash as a part of the purchase price.

Award of Bid: The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year comprised of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than _____ p.m., South Carolina time, on the date of the sale.

For the purpose of calculating the yield on the Bonds for Federal tax purposes as a condition precedent to the award of the Bonds, the successful bidder will, within 30 minutes after being notified of its winning bid, advise the County's Financial Advisor by telephone confirmed by facsimile transmission of the initial offering prices of the Bonds to the public (expressed as a price, exclusive of accrued interest, or yield per maturity).

Good Faith Deposit: No good faith deposit is required.

Adjustment of Maturity Schedule: The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to adjustment by the County, both before and after the receipt of bids for their purchase. Changes to be made prior to the sale will be made through [] not later than _____ a.m. local time on the date of sale (or as soon as thereafter as is reasonably practical) and will be used to compare bids and select a winning bidder. Changes to be made after the sale and the maturity amounts for the Bonds will be communicated to the successful bidder by _____ p.m. local time on the date of the sale, and will not reduce or increase the aggregate principal amount of the Bonds by more than _____% from the amount bid upon. In addition, the final maturity schedule for the Bonds will be communicated to

the successful bidder by ____ p.m. local time on the date of the sale. The dollar amount bid for principal and any amount bid for premium by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Bonds, but the interest rates specified by the successful bidder for all maturities will not change.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Redemption Provisions: [The Bonds maturing on or prior to _____, ____ shall not be subject to redemption prior to their stated maturities. The Bonds maturing on or after _____, ____ shall be subject to redemption at the option of the County on or after _____, _____, as a whole or in part at any time, in such order of redemption as the County may determine, at par plus accrued interest to the date fixed for redemption.][The Bonds are not subject to redemption prior to maturity].

Registrar and Paying Agent: Within twenty-four (24) hours after receipt of bids, the County Administrator will designate the registrar and paying agent (the “Registrar/Paying Agent”) for the Bonds. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located within or without the State of South Carolina.

Purposes: The Bonds are being issued to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: expansion of the Socastee fire station, addition to the Georgetown fire station and replacement of Longs fire station; and (ii) pay the costs of issuance of the Bonds.

[Bidders’ Special Option for Term Bonds: Bidders submitting proposals may specify that all of the principal amount of Bonds maturing on any two or more consecutive annual payment dates may, in lieu of maturity on each of such dates, be combined to comprise one or more maturities of the Bonds scheduled to mature on the latest of such annual payment dates (the “Term Bonds”). Term Bonds shall be subject to redemption through mandatory sinking fund installments at par in the amount that would have matured in each year as set forth in this Notice, on each of the annual principal payment dates, except for the principal amount of Bonds scheduled to mature on the latest such annual payment date, which Bonds shall mature on such annual principal payment date. Bidders may specify one or more of such Term Bonds and such specifications may be made at the time of the award.

Mandatory Sinking Fund Redemption: The Bonds will be subject to mandatory redemption if and to the extent the option to establish Term Bonds is exercised by the successful bidder.]

[Municipal Bond Insurance: A bidder may, at its option, purchase a policy of insurance relating to the Bonds to be effective as of the date of their issuance. Notice of obtaining a commitment for such insurance may be obtained from the bond insurers. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the Bonds to accept delivery of and pay for the Bonds.]

Official Statement: The County deems the Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will

prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder a sufficient quantity of Official Statements to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: The Bonds will constitute binding general obligations of the County, and as such will be payable from such tax as may be levied and collected on all taxable property without limit in the unincorporated area of the County within the fire district designated as the Horry County Fire Protection District (the “District”). There shall be levied and collected annually in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the District sufficient to pay the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. Only in the event ad valorem taxes levied and collected in the District are insufficient to pay the debt service on the Bonds shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds, as they respectively mature, and to create such sinking fund as may be necessary therefor.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County shall furnish upon delivery of the Bonds the final approving opinion of Burr & Forman LLP, Greenville, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Bonds.

Financial Advisor: First Tryon Advisors has acted as Financial Advisor to the County in connection with the issuance of the Bonds. In this capacity, First Tryon Advisors has provided technical assistance in the preparation of the offering documents and assisted the County in preparing for this financing.

[Issue Price Certificate: [Incorporate appropriate SIFMA model issue price provisions]]

Delivery: The Bonds will be delivered on or about _____, 2020 through the facilities of DTC in New York, New York, at the expense of the County or at such other place as may be agreed upon with the purchaser at the expense of the purchaser. The purchase price then due must be paid in federal funds or other immediately available funds.

Postponement: The County reserves the right to postpone, from time to time, the date or time established for the receipt of bids or the bidding constraints on the Bonds. The County will communicate any such change in the sale date through [Bond Buyer Wire, Bloomberg Wire, or other electronic information service,] not less than 48 hours prior to the time proposals are to be received. If any date fixed for the receipt of bids and the sale of the Bonds is postponed, any alternative sale date will be announced through [Bond Buyer Wire, Bloomberg Wire or other electronic information service] at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed or electronic bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced through [Bond Buyer Wire, Bloomberg Wire, or other electronic information service] at the time the sale date and time are announced.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. All expenses in relation to the printing of CUSIP identification numbers on the Bonds shall be paid for by the County provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the successful bidder.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at _____ and will be furnished to any person interested in bidding for the Bonds upon request to _____. The Preliminary Official Statement should be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking information should communicate with:

Barry R Spivey, CPA CGMA
Assistant County Administrator - Administration
Division
Horry County
1301 Second Avenue
Conway, SC 29526
Telephone: 843.915.7018
E-mail: spiveyb@horrycounty.org

Michael W. Burns, Esq.
Bond Counsel

Burr Forman McNair
104 South Main Street, 7th Floor
Greenville, SC 29601
Telephone: 864.271.4940
E-mail: mburns@burr.com

Amy Vitner, Managing Director
First Tryon Advisors
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HORRY COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Horry County, South Carolina (the “County”) in connection with the issuance of \$_____ General Obligation Bonds, Series 2020B (Horry County Fire Protection District), Horry County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to Ordinance No. _____ enacted by the County Council of the County on _____, ____ (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“**Annual Report**” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“**Bonds**” shall mean the \$_____ General Obligation Bonds, Series 2020B (Horry County Fire Protection District), Horry County, South Carolina, dated _____, 2020.

“**Dissemination Agent**” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“**Financial Obligation**” is defined by the Rule as and for purposes of this Disclosure Certificate shall mean (1) a debt obligation, (2) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (3) a guarantee of either of the foregoing; provided, however, that a “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

“**Listed Events**” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 20__ (the “Filing Date”), to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the Filing Date, the County shall, on or before the Filing Date, send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County’s Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population for the current fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for the current fiscal year;
- (c) Outstanding Indebtedness of the County;
- (d) Market Value/Assessment Summary of taxable property in County;
- (e) Tax levy for County for current fiscal year;
- (f) Tax collections for County for preceding fiscal year; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the

Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to

indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

HORRY COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2020

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Horry County, South Carolina

Name of Issue: \$_____ General Obligation Bonds, Series 2020B (Horry County Fire Protection District), Horry County, South Carolina

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that Horry County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

HORRY COUNTY, SOUTH CAROLINA



Horry County Council Briefing Memorandum

Date: September 25, 2019
 From: Barry Spivey, Assistant County Administrator
 Division: Administration Division
 Cleared By: Steve Gosnell, County Administrator
 Arrigo Carotti, County Attorney
 Re: Ordinances for \$18.8 Million General Obligation Bonds of Horry County, South Carolina and \$900,000 General Obligation Bonds of Horry County Fire Protection District

ISSUE

In compliance with Council approved Fiscal Year 2020 Budget and Capital Improvement Plan for the Year 2020 to 2024, the County desires to issue General Obligation Bonds and General Obligation Bond (Fire Protection District) to construct, improve, or purchase facilities and related infrastructure.

RECOMMENDATION

The Administration Committee reviewed this at its September 24, 2019 meeting and recommends this action to County Council.

BACKGROUND

The Horry County Capital Improvement Plan provides several projects needed for Public Safety and General Government Services in Fiscal Year 2020 Budget and Fiscal Year 2021 Plan. The approval for these items of capital include partial funding through the issuance of General Obligation Bonds for Horry County and Horry County Fire Protection District. The table below provides a listing of the planned projects that could be partially funded through bond proceeds.

Capital Improvement Plan Projects				
Description	Prior	FY2020	FY2021	Total
Budgeted Expenditures				
Longs Fire Station Relocation	\$2,415,000			\$2,415,000
Socastee Fire/EMS Addition		971,750		971,750
Goretown Fire Addition		1,104,000		1,104,000
Shell Fire Rebuild			1,782,500	1,782,500
Nixonville/Wampee Fire Consolidation			2,300,000	2,300,000
Forestbrook Fire/EMS Relocation			3,249,900	3,249,900
Emergency Operation Center	2,400,000	23,600,000		26,000,000
Government & Justice Expansion		1,000,000		1,000,000
Central Coast Complex			20,000,000	20,000,000
Public Works Carolina Forest Satellite Facility			500,000	500,000
Bond Issuance		409,250	622,000	1,031,250
Total Expenditures	\$4,815,000	\$27,085,000	\$28,454,400	\$60,354,400
Funding Sources				
Cash	\$4,815,000	\$7,483,000	\$500,000	\$12,798,000
Fire Bonds		828,375	3,439,200	4,267,575
General Bonds		17,173,625	23,765,200	40,938,825
Intergovernmental / RIDE III		1,600,000	750,000	2,350,000
Total Funding Sources	\$4,815,000	\$27,085,000	\$28,454,400	\$60,354,400

The County has retain the services of Burr Forman McNair as Bond Council and with the assistance of First Tryon Financial Advisors, the County’s financial advisor, is recommending the approval of the attached Ordinances to allow these projects to proceed.

Attachment A – Debt Management Excerpts from Financial Policy

SECTION 2-70.9. DEBT MANAGEMENT.

- (1) **Debt Management Plan.** A Comprehensive Debt Management Plan shall be developed and presented annually by staff encompassing all debt of the County and including, but not limited to:
- Detail on the sources of funding for all debt
 - Current and future debt capacity analysis
 - Issues to be addressed for sound debt management
- (2) **Use of and Types of Debt Financing.** All financings are to be issued in accordance with the applicable State and Federal Laws.
- (a) **Short-Term Debt.** If it is determined by the Finance Department that the General Fund cash flow requirements will be in a deficit position prior to receiving property tax revenues in November, the County may either request authorization from County Council to issue short-term debt to meet the anticipated cash flow requirements. When financing a capital project, Bond Anticipation Notes may be issued if such financings will result in a financial benefit to the County. Before issuing short-term debt the County Council must authorize the financing by adopting an ordinance or amending the current budget ordinance.
- (b) **Bonds and other Long-Term Obligations.** The County will attempt to meet its capital maintenance, replacement or acquisition requirements on a pay as you go basis. If the dollar amount of the capital requirement cannot be met on a pay as you go basis, it is financially beneficial to issue bonds or certificates of participation when the project has been determined to benefit future citizens the County will evaluate the feasibility of issuing a long-term debt financing instrument.
- (c) All long-term financings shall provide the County with an identifiable asset or be as a result of a mandate by the Federal or State Government or court. Under no circumstances will current operations be funded from the proceeds of long-term borrowing.
- (d) When issuing debt, the County will follow State and Federal laws and shall utilize the services of a Financial Advisor and/or Bond Counsel.
- (e) If capital expenditures are anticipated to be incurred prior to the issuance of the debt, the County Council shall authorize the County Administrator to execute a reimbursement resolution with regard to such expenditure in accordance with IRS regulations. The reimbursement resolution must express the County's reasonable expectations that it will issue debt to reimburse the described expenditures. It must contain a general description of the project and state the estimated principal amount of obligations expected to be issued to finance the project.
- (f) The following are the different types of financings the County may use to fund its major capital acquisitions or improvements.
1. Revenue Bonds may be used when allowed by State and Federal Law, to finance public improvements which can be shown to be self-supported by dedicated revenue sources, needed for infrastructure or economic development or approved by the County Council for specific purposes.
 - (a) Revenue supported bonds are to be used to limit the dependency on property taxes for those projects with available revenue sources, whether self-generated or dedicated from other sources.
 - (b) Adequate financial feasibility studies are to be performed for each project to determine the adequacy of the dedicated revenue source.
 2. General Obligation Bonds (G.O. bonding) will be used to finance capital projects which have been determined to be essential to the maintenance or development of the County.

(a) Capital improvement projects will be analyzed, prioritized and designated as to essential characteristics through the annual budget process.

(b) Use of G.O. bonding will only be considered after exploring alternative funding sources such as Federal and State grants and project revenues.

3. Installment Purchase Revenue Bonds may be used as allowed by State and Federal law as an option to issuing debt that will be applied against the 8% constitutional debt limit. This type of financing transaction requires a nonprofit corporation (the "Corporation") to be established for the sole purpose of issuing the installment purchase revenue bonds (the "Bonds"). The County would lease real property upon which the financed facilities are to be located to the Corporation. The County and the Corporation would enter into an Installment Purchase and Use Agreement under which the County would agree to make annual installment purchase payments in amounts sufficient to pay debt service. In return for the annual purchase payments, the County would receive undivided ownership interests in the financed facilities and the right to use the facilities. The Corporation would enter into a Trust Agreement, pursuant to which the Bonds would be issued. In the Trust Agreement, the Corporation pledges its rights under the Installment Purchase and Use Agreement to the trustee for the benefit of bondholders (including the right to receive annual payments). In an installment purchase revenue bond transaction, the County has the right to non-appropriate, in which case the facilities would be partitioned between the County and the Corporation. Because the annual payments are made for the purpose of purchasing an ownership interest in the facilities, the annual payment can, at the County's option, be made from the proceeds of general obligation bonds issued on an annual basis. This procedure allows the County's payment to be reflected in debt service millage, rather than operational millage. This treatment of the millage can be a significant advantage to the County in light of the operations millage cap established by the legislature.

4. Lease-Purchases or Certificate of Participation will be considered as a financing method if Revenue bonding or G.O. bonding is not feasible. Lease purchase shall be considered only when the useful life of the item is equal to or greater than the length of the lease. If the item may become technologically obsolete or is likely to require major repair during the lease purchase period, then the item should be either purchased or placed on a straight lease.

All leases as reported in the County's CAFR under the Other General Long-Term Obligations will be limited as follows:

(a) All lease-purchases will be limited to the economic life of the capital acquisition or improvement and in no cases shall exceed 20 years.

(b) All lease-purchases must fit within the County's mission, goals and objectives or governmental role.

(c) All annual lease-purchase payments must be included in the originating Departments' approved budget.

5. Long-term Obligations enumerated above shall not have maturities that exceed 21 years from the date of the issuance.

6. Refundings or Advance Refundings will be done if there is a present value savings of 3% or more or if the restructuring of the financing will benefit the County based on recommendations from financial advisors or bond counsel. Extending maturities shall not be allowed except in extenuating and extraordinary circumstances.

7. Intergovernmental agreements with the State of South Carolina, other counties and municipalities. Industrial Revenue Bonds and Tax Exempt Aviation Bonds which comply with the Industrial Revenue Bond Act, S.C. Code of Laws, Title 4, Chapter 29 Sections 4-

29-10 through 4-29-150, as amended; and the Jobs-Economic Development Authority Act, S.C. Code of Laws, Title 41, Chapter 43, Sections 41-43-10 through 41-43-280.

8. It is the policy of the County Council to act as an "Issuer" of conduit financing for any private college, university, hospital, or non-profit organization that is located in Horry County and is eligible to use this type of financing. The County will charge a fee of \$1.00 per \$1,000 of bonds issued or \$10,000, whichever is greater, to act as an issuer for the organization. This fee is to offset any administrative costs that may be incurred by the County when acting as an issuer. The County will retain bond counsel to represent the County on any legal issues including any risks associated with the conduit financing. The organization will be assessed an additional fee to cover any bond counsel expenses incurred by the County. In addition to the fees established above, the organization must have a Moody's rating of Baa or better or BBB rating from Standard and Poor's and must not condone any discriminatory practices or policies. The County Council must approve each conduit financing issue.

9. External financial advisors, underwriters and bond counsel will be selected in accordance with the County's Administrative Procedures and Procurement Policy.

(3) Constitutional Limits on Issuance of Debt. Outstanding general obligation indebtedness of the County, other than enterprise revenue backed bonds, shall not exceed eight percent of the assessed value of the taxable property within Horry County as permitted by the South Carolina Constitution without a favorable referendum of the voters of Horry County.

(4) Self Imposed/Council Limits on Issuance of Debt.

- (a) Except for the enterprise funds, Capital Project Sales Tax, and IGA RIDE debt, debt service for long-term issues (greater than 5 years) shall not exceed 20% of the combined operating and capital budgets.
- (b) It is preferred bonds will be sold at public sale; unless provisions under State law for private sale are met and the County Council deems it to be in the best interest of Horry County to utilize a private sale. The County reserves the right to reject any and all bids. Bonds may be sold through a negotiated transaction in circumstances when the County's financial advisors and the Finance Department determine a negotiated transaction will result in more favorable rates than a public sale. In that event, the County shall solicit requests for proposals from underwriters to enter into a negotiated sale. A financial advisor must be retained to validate the price of the bonds sold to the underwriter.
- (c) The County will not utilize variable rate debt.
- (d) The County will not utilize debt-related derivative products.
- (e) On General Obligation bonds, the County shall not use more than 75% of the 8% capacity allowed by the Constitution of South Carolina.

(5) Rating Agency Relationship. Horry County will strive to maintain and improve its current ratings of Aa2 with Moody's Investors Service, AA+ with Standard and Poor's and AA+ with Fitch Ratings.

(6) Economic Development Bonds. The County shall strive to promote economic welfare of the citizens of Horry County by providing employment opportunities and a diverse industrial base. The County shall utilize the following financing methods for industrial development:

- Fee in Lieu of Tax programs for projects meeting the criteria for industrial revenue bonds.
- Special Source Revenue Bonds for multi-jurisdiction industrial/business parks or Fee in Lieu of Tax transactions for the acquisitions of land, building, and improvements, or the expansion of an existing project with a minimum investment regulated by applicable state laws.

COUNTY OF HORRY

RESOLUTION R-109-19

STATE OF SOUTH CAROLINA

A RESOLUTION APPROVING THE COAST RTA FISCAL YEAR 2020 BUDGET AND AUTHORIZING THE COUNTY ADMINISTRATOR TO RELEASE THE FIRST QUARTERLY PAYMENT.

WHEREAS, the County has dedicated \$6.50 of the \$50.00 road fee for the provision of mass transit in Ordinance 25-19; and

WHEREAS, the County Council approved Resolution 61-18 which authorized the County to execute an agreement with the Waccamaw Regional Transit Authority (COAST RTA) to receive the funding allocated for mass transit; and

WHEREAS, Section 3.c of the Funding Agreement requires County Council to approve the annual budget of COAST RTA before the first quarterly payment of the fiscal year is disbursed; and

WHEREAS, COAST RTA's board has approved its budget and has submitted its budget to the County as attached to this resolution; and

WHEREAS, staff has reviewed the budget to determine compliance with the Operating Agreement and finds it consistent with the Agreement's requirements and the financial forecasts previously presented by COAST RTA; and

WHEREAS, COAST RTA requests approval of the budget as proposed.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the FY 2020 COAST RTA Budget and authorizes the County Administrator to release the first quarterly payment for FY 2020.

AND IT IS SO RESOLVED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant., District 5
Cam Crawford, District 6

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Patricia S. Hartley, Clerk to Council



County Council Decision Memorandum

Horry County, South Carolina

Date: September 20, 2019
From: Barry Spivey, Assistant County Administrator
Cleared By: Steve Gosnell, County Administrator
Arrigo Carotti, County Attorney

Re: Approval of COAST RTA Fiscal Year 2020 Budget

ISSUE

Pursuant to the requirements of the funding agreement, the County needs to approve the COAST RTA Fiscal Year 2020 Budget.

BACKGROUND

In the FY 2020 budget ordinance, County Council has allocated \$6.50 of every \$50.00 road fee collected to be allocated to COAST RTA for the purpose of providing regional transportation within Horry County. In addition, Council has provided in Section 3(c) of the funding agreement for Coast RTA to submit its budget by September 1 and requiring that County Council concur with the budget by resolution prior to disbursements occurring on October 15.

RECOMMENDATION

Staff recommends approval of the Fiscal Year 2020 Budget as proposed.

DRAFT FINAL

	A		B		C		D		E		F		G		H		I		J		K		L		M		N		O		P		Q		R						
	FY 19 Revised	FY 20	Revenue by Activity	Horry County Road Use Fee Revenue	G-town County Road Use Fee Revenue	G-town County Capital Funds	Horry County Capital Funds	G-town County Capital Funds	MB/Other Local Funds	2020 Fares	Other Revenue (Advertising, Disposal, etc)	FYA 5307 FY 19-20 Grant	SMTF 5307 Match	FYA 5307 FY 14 STP FLEX	SCOOT 5311 FY 20/21	SMTF 5311 Match	FTA 5339 (Incl. FY 19)	State 5339 + SMTF	GSATS 5310																						
Capital Program																																									
1 Bus Stop Sign Implementation (Turnkey RFP) Remaining on Grant	\$ 135,484	\$ 185,586	\$ -	\$ -	\$ -	\$ 37,117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
2 Buses - 2 New Flyers	\$ 900,000	\$ 900,000	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
3 Buses - 3 Small Buses - Int'l. / 5339	\$ 65,000	\$ 300,750	\$ 300,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
4 Facility Development Program	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
5 Int'l. Navigators - FTA Payback	\$ -	\$ 41,000	\$ 41,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
6 Vehicles - 3 Small Transits	\$ 189,000	\$ 189,000	\$ 189,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
7 Small Capital Items	\$ 60,000	\$ 36,000	\$ 36,000	\$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Total Capital Expenditures	\$ 1,160,994	\$ 2,652,336	\$ 2,652,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Operating Expenses	Total	\$ 535,327	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8 Admin Wages	\$ 193,967	\$ 193,967	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9 Admin Fringe	\$ 1,046,954	\$ 942,797	\$ 942,797	\$ 321,917	\$ 53,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11 Operations Wages	\$ 1,571,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12 Operations Overtime	\$ 117,290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13 Operations Fringe	\$ 780,920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14 Maintenance Wages	\$ 553,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15 Maint. Overtime	\$ 20,904	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16 Maint. Fringe	\$ 266,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
17 Facility Maintenance	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
18 Vehicle Maintenance	\$ 480,697	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
19 Fuel & Oil	\$ 525,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20 Tires	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21 Liability Insurance	\$ 163,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
22 Utilities	\$ 36,779	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23 Telecommunications	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
24 Postage & Freight	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
25 Office Supplies/Computer/Security	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
26 Legal & Professional Services	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
27 Public Information	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
28 Advertising & Marketing	\$ 12,000	\$ 10,000	\$ 10,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29 Dues & Subscriptions	\$ 11,788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
30 Leases	\$ 19,436	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
31 Travel & Training	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
32 Interest Expense	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
33 Debt Repayment	\$ 200,000	\$ 60,000	\$ 200,000	\$ 100,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
34																																									
Total O&M Expense	\$ 5,820,598	\$ 5,798,921	\$ 5,820,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Maint & Cap.	\$ 6,959,415	\$ 8,472,934	\$ 8,472,934	\$																																					

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION R-111-19

A RESOLUTION TO DESIGNATE FUNDS FROM THE FIVE PERCENT (5%) RESTRICTED PORTION OF THE ACCOMMODATIONS TAX MONIES HELD BY THE MYRTLE BEACH AREA CHAMBER OF COMMERCE FOR PROMOTION OF TOURISM IN THE GRAND STRAND AREA

WHEREAS, Horry County Council adopted Resolution R-136-17, which designated the Myrtle Beach Area Chamber of Commerce as the organization to manage and direct the expenditures of the State Accommodations Tax thirty-percent (30%) tourism promotion funds for the five fiscal years beginning July 1, 2018; and

WHEREAS, the Myrtle Beach Area Chamber of Commerce is required to restrict 5% of the funds received (5% of the 30%) as County-directed promotional funds to be spent in accordance with S.C. Code of Laws, Section 6-4-10, but which will require the approval of County Council prior to expenditure for a designated purpose; and

WHEREAS, the amount of 5% restricted funds currently on hand total approximately \$82,393.08, are projected to increase by \$60,000 annually, and are currently available to be used for promotion of tourism in the Grand Strand area, as directed by the Horry County Council.

NOW, THEREFORE, BE IT RESOLVED, that the Horry County Council hereby authorizes, from the five percent (5%) restricted portion of the Accommodations Tax Monies, the expenditure of \$40,000 annually for six (6) years to promote the Myrtle Beach Bowl College Football Game to be held at Brooks Stadium, Coastal Carolina University beginning in 2020.

AND IT IS SO RESOLVED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council



Horry County Council Decision Memorandum

Date: September 25, 2019
From: Barry Spivey, Assistant County Administrator
Division: Administration Division
Cleared By: Steve Gosnell, County Administrator
Re: Designation of funds from the five percent (5%) Restricted portion of the Accommodations Tax Monies

ISSUE

Designation of funding to promote the Myrtle Beach Bowl College Football Game to be held at Brooks Stadium, Coastal Carolina University beginning in 2020.

BACKGROUND:

Horry County Council adopted Resolution R-136-17, which designated the Myrtle Beach Area Chamber of Commerce as the organization to manage and direct the expenditures of the State Accommodations Tax thirty-percent (30%) tourism promotion funds for the five fiscal years beginning July 1, 2018. By agreement, the Myrtle Beach Area Chamber of Commerce is required to restrict 5% of the funds received (5% of the 30%) as County-directed promotional funds to be spent in accordance with S.C. Code of Laws, Section 6-4-10. This use will require the approval of County Council prior to expenditure for a designated purpose.

This event would fit one of the state's acceptable uses of tourism related expenditures, specifically 6-4-10 Section (4)(b)(i): "advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity."

The amount of 5% restricted funds currently on hand total approximately \$82,393.08, are projected to increase by \$60,000 annually, and are currently available to be used for promotion of tourism in the Grand Strand area, as directed by the Horry County Council.

ESPN Events, a division of ESPN, has added a new bowl game to its roster beginning in 2020 with the creation of the Myrtle Beach Bowl. The game will feature matchups from three conference partners – Conference USA, Mid-American Conference (MAC) and Sun Belt Conference. Each conference will participate up to four times between 2020 and 2025. The Myrtle Beach Bowl will be played at Brooks Stadium, located on the campus of Coastal Carolina University, and will be nationally televised on ESPN networks.

This event will bring national media exposure and increased tourism during the off-peak tourist season thereby enhancing the local economy in Horry County.

The Myrtle Beach Area Chamber of Commerce is requesting a six (6) year commitment of \$40,000 annually for promotion of this event.

RECOMMENDATION:

The Administration Committee met on September 24 and recommends the above funding recommendation requested by the Myrtle Beach Area Chamber of Commerce.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION R-112-19

A RESOLUTION TO DESIGNATE ONE-TIME FUNDS AVAILABLE FROM THE FY2020 GENERAL FUND BUDGET SAVINGS IN PERSONAL SERVICES TO THE HORRY COUNTY HISTORICAL SOCIETY

WHEREAS, Horry County Council adopted ORDINANCE 25-19: AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR HORRY COUNTY, SOUTH CAROLINA FOR FISCAL YEAR ENDING JUNE 30, 2020; and

WHEREAS, budgetary savings have occurred in the process of filling various position vacancies in the General Fund; and

WHEREAS, budgetary savings of this nature are considered one-time funding.

NOW, THEREFORE, BE IT RESOLVED, that the Horry County Council hereby authorizes, the expenditure of \$20,000 to the Horry County Historical Society to promote the preservation of Horry County history and operational expenses of the Bryan House and Quattlebaum Office.

AND IT IS SO RESOLVED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council



Horry County Council Decision Memorandum

Date: September 25, 2019
From: Barry Spivey, Assistant County Administrator
Division: Administration Division
Cleared By: Steve Gosnell, County Administrator
Re: Designation of One-time funds available from FY2020 General Fund Budget savings in Personnel Services

ISSUE

Designation of funding to promote the preservation of Horry County history and operational expenses of the Bryan House and Quattlebaum Office.

BACKGROUND:

The Horry County Historical Society is a 501(c)3 non-profit organization. The mission of the Horry County Historical Society is to discover and encourage the preservation of all written records and oral traditions touching on or pertaining to the history of Horry County, South Carolina; to aid and encourage individuals and associations in compiling and publishing historical material pertaining to Horry County; to encourage the preservation and restoration of historic buildings and sites in Horry County.

The Horry County Historical Society relies on community to support the works of the Society. Those works include maintenance of our headquarters – the 1912 Bryan House and maintenance of the historic c 1860 Quattlebaum Office. In addition, the Society continues to work to collect and preserve the heritage of Horry County through written articles and publications.

The Horry County Historical Society is requesting a funding of \$20,000 annually for the purposes of preserving Horry County history and operational expenses of the Bryan House and Quattlebaum Office.

RECOMMENDATION:

The Administration Committee met on September 24 and recommends the above one-time funding recommendation requested by the Horry County Historical Society.

COUNTY OF HORRY

)

RESOLUTION R-113-19

STATE OF SOUTH CAROLINA

)

)

A RESOLUTION APPROVING CHANGES TO THE CAPITAL IMPROVEMENTS PROGRAM POLICIES

WHEREAS, Resolution R-158-04, as amended, authorized staff to proceed with the development of a five year capital improvements program (CIP) in accordance with the capital improvements program; and

WHEREAS, the approved policies provide guidance for the types of projects to be included in the CIP, as well as addressing funding considerations. Under the "CIP Review Process" of the policy, County Council reviews and adopts CIP policies annually to help guide funding decisions during the CIP process.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the following changes to the Capital Improvement Program Policies; (1) a change in the introductory paragraph reiterating existing priorities and linkage to the County's Strategic plan (2) an additional provision for the plan to include an inventory and physical condition rating for all facilities and major capital assets updated not less frequent than every three year period (3) the addition of a provision for the plan to include a ten-year facilities needs projection, updated annually, including expansions, renovations, relocations and major lifecycle expenditures consistent with the Comprehensive and Strategic Plans, and (4) the addition of a provision for the plan to include a list of requested by unfunded projects (as currently published in the budget document).

AND IT IS SO RESOLVED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Dennis DiSabato, District 3
Tyler Servant, District 5
Orton Bellamy, District 7
W. Paul Prince, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Johnny Vaught, District 8
Danny Hardee, District 10

Attest:

Patricia S. Hartley, Clerk to Council



Horry County Council Decision Memorandum

Date: September 17, 2019
From: Barry Spivey, Assistant County Administrator
Division: Administration Division
Cleared By: Steve Gosnell, County Administrator
Committee: Administration Committee
Re: Annual Review of the Capital Improvement Program Policies

ISSUE

Resolution R-158-04, as amended, authorized staff to proceed with the development of a five-year capital improvements program (CIP) in accordance with the attached capital improvements program.

BACKGROUND

The approved policies provide guidance for the types of projects to be included in the CIP, as well as addressing funding considerations. Under the "CIP Review Process" of the policy, County Council reviews and adopts CIP policies in annually to help guide funding decisions during the CIP process. These policies are being presented to County Council to complete this review.

Staff is recommending these changes as noted on the attachment:

1. A change in the introductory paragraph reiterate existing priorities and linkage to the County's Strategic Plan.
2. The addition of a provision for the plan to include an inventory and physical condition ratings for all facilities and major capital assets updated not less frequent than every three year period.
3. The addition of a provision for the plan to include a ten-year facilities needs projection, updated annually, including expansions, renovation, relocations, and major lifecycle expenditures consistent with the Comprehensive and Strategic Plans.
4. The addition of a provision for the plan to include a list of requested but unfunded projects. This exists currently in the published document.

RECOMMENDATION

Administration Committee met on September 24 and recommends approval of the modifications to the Capital Improvements Program Policies.

COUNTY OF HORRY) COMMUNITY BENEFIT RESOLUTION R-23-19
STATE OF SOUTH CAROLINA)

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

WHEREAS, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

WHEREAS, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

WHEREAS, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization & Purpose</u>
6	\$1,000	<u>Caleb's Dragonfly Dreams</u> – marketing materials for the annual Mythic & Medieval Fest.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

AND IT IS SO RESOLVED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Patricia S. Hartley, Clerk to Council

REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 60

Date of Request 7/31/19

Non-Profit Organization Making Request:

Name: Colebs Dragonfly Dreams
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: 664 Forestbrook Rd. MB SC 29579

Phone: 843 602-1049 Federal ID Number: ~~XXXXXXXXXX~~

IRS Code Section under which tax exemption was granted: 501 c 3

IRS Tax Exemption Determination Letter attached? Yes No
(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

Description of the Tax Exempt Purpose of this Organization:

We provide positive activities to youth that have been abused or neglected that reside in local group homes.

Amount Requested \$ 1,000 Dated Needed 10/1/2019

Describe below, in specific detail, how the funds will be spent if allocated:

The funds will be used to help market our main fundraiser the Mythical + Medieval Fest. Flyers, billboards, and radio ads to promote awareness about our non-profit & the fundraiser.

Requested By: (Printed Name) Shellie L. Rabon

Position in the Organization: Founder

Signature: Shellie L Rabon

COUNTY OF HORRY) COMMUNITY BENEFIT RESOLUTION R-24-19
STATE OF SOUTH CAROLINA)

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

WHEREAS, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

WHEREAS, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

WHEREAS, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization & Purpose</u>
6	\$4,000	<u>American Legion Post 40</u> – funds to assist with rebuilding the Post building that was destroyed by fire.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

AND IT IS SO RESOLVED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Patricia S. Hartley, Clerk to Council

REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 6 _____

Date of Request August 3, 2019

Non-Profit Organization Making Request:

Name: American Legion Post 40

(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: 5811 Creek Side Drive, Myrtle Beach, SC 29588

Phone: Temporary Contact No. 410 858-0942

Federal ID Number: ~~XXXXXXXXXX~~

IRS Code Section under which tax exemption was granted: IRS Tax Exemption Determination Letter attached? _____ X _____ Yes _____ No

(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

Description of the Tax Exempt Purpose of this Organization:

American Legion Post 40 maintains our tax exempt status under Internal Revenue Code Section 501 (c) (19) by operating exclusively for the following purposes:

1. Post 40 assists disabled and needy war veterans and members of the United States Armed Forces and their dependents – and the widows and orphans of deceased veterans
2. Post 40 carries on programs to perpetuate the memory of deceased veterans and members of the United States Armed Forces
3. Post 40 conducts programs for religious, charitable, scientific, literary or educational purposes
4. Post 40 sponsors and participates in activities of a patriotic nature
5. Post 40 provides social and recreational activities for members

Amount Requested: ~~\$6,000~~ ^{\$4,000}

Dated Needed:

September 15, 2019

Describe below, in specific detail, how the funds will be spent if allocated:

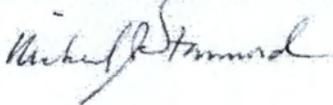
Post 40 is requesting funding to help us pay for parts of our rebuilding effort which were not covered by our insurance settlement. We paid more than \$10,000 simply to remove the debris of the burned-out building and prepare the foundation which had to be raised several feet by building codes. One bill for fill dirt was \$7,840 because an earlier negotiation to obtain the dirt at no cost except for hauling and delivery fell through. Another unexpected expense occurred when we were required to install a fire hydrant which will be available for use by the local community as well as Post 40 for future emergencies. The bill for the fire hydrant, inspection and tap amounted to \$4,390.

We are greatly appreciative of assistance we have received to date from the County Council and many others including Home Depot, several other SC American Legions, and several private parties.

Post 40 Legionnaires would like to thank the County Council for this opportunity to submit this request for assistance during this rebuilding effort. Please be assured that any funding the County Council provides to Post 40 will be greatly appreciated and we want you to know that the money will be well spent.

Requested By: (Printed Name) Michael J. Stannard

Position in the Organization: Adjutant/Finance Officer

Signature: 

COUNTY OF HORRY) COMMUNITY BENEFIT RESOLUTION R-25-19
STATE OF SOUTH CAROLINA)

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

WHEREAS, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

WHEREAS, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

WHEREAS, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization & Purpose</u>
3	\$2,500	<u>Phoenix Renaissance</u> – funding for drug abuse and anti-violence programs in the Racepath community.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

AND IT IS SO RESOLVED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Patricia S. Hartley, Clerk to Council

REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 3

Date of Request 8/20/19

Non-Profit Organization Making Request:

Name: Phoenix Renaissance, INC.
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: 286 Sunset DR. Myrtle Beach, SC 29577

Phone: ⁸⁴³⁻283-3864 Federal ID Number: ~~XXXXXXXXXX~~

IRS Code Section under which tax exemption was granted: 501 (c) (13).

IRS Tax Exemption Determination Letter attached? Yes No

(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

Description of the Tax Exempt Purpose of this Organization:

is to develop, promote and sponsor alternatives to the abuse of drugs and the use of violence by providing programs for local community improvements such as education, recreation, counseling, housing, career training.
Amount Requested 2,500 Dated Needed soon as possible

Describe below, in specific detail, how the funds will be spent if allocated:

money will be spent on supplies, snacks, art supplies, school supplies

Requested By: (Printed Name) Rev. William A. Gause

Position in the Organization: President

Signature: Rev. William A. Gause

Road Improvement Development Effort – RIDE II and RIDE III



Horry County Council
October 1, 2019



RIDE II County One-Cent Capital Sales Tax Projects

Priority #	Project	Budget	Actual	Difference	Status
1	Group I – Pave 20 miles of County dirt roads	\$19,600,000	\$11,410,011	(\$8,189,989)	COMPLETE
2	Resurface 12 miles of County roads (I)	\$945,000	\$945,000	(\$0)	COMPLETE
3	Backgate Interchange	\$49,500,000	\$106,150,000	\$56,650,000	99% COMPLETE
4	Hwy. 707 Widening	\$132,250,000	\$99,150,000	(\$33,100,000)	<i>94% Complete</i>
5	Group II – Pave 25 miles of County dirt roads	\$25,750,000	\$10,685,826	(\$15,064,174)	COMPLETE
6	Resurface 12 miles of County roads (II)	\$990,000	\$1,095,578	\$105,578	COMPLETE
7	Aynor Overpass	\$46,000,000	\$16,065,992	(\$29,934,008)	COMPLETE
8	Resurface 12 miles of County roads (III)	\$1,035,000	\$1,143,826	\$108,826	COMPLETE

RIDE II County One-Cent Capital Sales Tax Projects continued ...

Priority #	Project	Budget	Actual	Difference	Status
9	Glenn's Bay Road Widening/Inter.	\$76,000,000	\$76,600,000	\$600,000	<i>98% Complete</i>
10	Resurface 12 miles of County roads (IV)	\$1,080,000	\$1,211,332	\$131,332	COMPLETE
11	Group III – Pave 25 miles of County dirt roads	\$27,750,000	\$27,749,997	(\$3)	COMPLETE
12	Resurface 12 miles of County roads (V)	\$1,125,000	\$1,667,611	\$542,611	COMPLETE
13	International Drive	\$6,500,000	\$27,000,000	\$20,500,000	<i>98% Complete</i>
14	Resurface 7 miles of County roads (VI)	\$682,500	\$1,022,090	\$339,590	COMPLETE
15	Group IV – Pave 30 miles of County dirt roads	\$36,100,000	\$26,081,534	(\$10,018,466)	COMPLETE
	TOTAL	\$425,307,500	\$407,978,797	(\$17,328,703)	

RIDE II County One-Cent Capital Sales Tax Projects continued ...

Priority #	Project	Budget	Actual	Difference	Transfer Amount
3	Backgate Interchange (GRANT)				(\$15,000,000)
	Ordinance 75-15 (P25 Radio System)				\$16,000,000
	Ordinance R-10-18 (Wetlands Bank - Riverstone Property)				\$12,900,000
	Resolution 106-19 (ROW purchase for Augusta Plantation Interchange)				\$1,500,000
	Total Collections (\$448,592,392)				(\$23,284,892)
	TOTAL	\$425,307,500	\$407,978,797	(\$17,328,703)	(\$7,884,892)
	BALANCE				(\$25,213,595)

RIDE III PROJECT STATUS

- Palmetto Pointe Boulevard Extension: Under Construction (Southern Asphalt - Completion Date is November 30, 2019).
- Widening of Carolina Forest Boulevard: Under Construction (Southern Asphalt – Original Completion Date is May 17, 2021).
- SELL: Consultant Design Team has been selected (HDR) to perform the Environmental Impact Study (SCDOT).



RIDE III PROJECT STATUS - CONTINUED

- Dirt Road Paving (Group I): Survey, Design, Right-Of-Way Acquisition, Utility Relocation, and Construction. 12 projects under construction contracts. 6 roads have been completed.
- Municipality Resurfacing: City of Myrtle Beach, Town of Briarcliffe Acres, Town of Surfside Beach, and City of Conway have commenced work.



RIDE III Revenue

Capital Projects Sales Tax - RIDE 3

(shown by month of sales and net of .7% State administrative fee)

	Year 1 FY 2018	Year 2 FY 2019	Year 3 FY 2020	Year 4 FY 2021	Year 5 FY 2022	Year 6 FY 2023	Year 7 FY 2024	Year 8 FY 2025
May	\$ 6,231,423	\$ 6,853,549	\$ 7,591,972	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ 7,988,418	\$ 8,836,865	\$ 9,197,668	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ 9,085,753	\$ 9,048,487	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aug	\$ 7,512,049	\$ 8,106,258	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sept	\$ 5,965,135	\$ 5,304,936	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Oct	\$ 5,902,326	\$ 6,019,996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nov	\$ 5,130,067	\$ 5,455,846	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dec	\$ 5,718,778	\$ 6,071,345	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jan	\$ 4,327,222	\$ 4,798,261	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Feb	\$ 4,774,793	\$ 5,192,821	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Mar	\$ 6,178,934	\$ 6,612,878	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Apr	\$ 7,003,940	\$ 7,537,495	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Actual	\$ 75,818,838	\$ 79,838,737	\$ 16,789,639	\$ -	\$ -	\$ -	\$ -	\$ -
Budget	\$ 69,510,676	\$ 70,692,358	\$ 71,894,128	\$ 73,116,328	\$ 74,359,306	\$ 75,623,414	\$ 76,909,012	\$ 79,894,778
Actual Over (Under) Budget	6,308,162	\$ 9,146,379	\$ (55,104,489)					
Cumulative Variance	6,308,162	\$ 15,454,540	\$ (39,649,949)					
Cumulative Receipts	\$75,818,838	\$ 155,657,575	\$ 172,447,214	\$ 172,447,214	\$ 172,447,214	\$ 172,447,214	\$ 172,447,214	\$ 172,447,214



RIDE III Revenue

Year 3 - FY2020	Collected	Estimates	Variance
May-19	7,645,115	6,079,504	1,565,612
Jun-19	9,262,051	6,111,032	3,151,019
Jul-19	-	7,400,262	
Aug-19	-	8,854,740	
Sep-19	-	6,990,634	
Oct-19	-	6,025,212	
Nov-19	-	4,679,414	
Dec-19	-	5,039,667	
Jan-20	-	5,556,749	
Feb-20	-	4,255,574	
Mar-20	-	4,655,229	
Apr-20	-	6,246,110	



What is Next ?

- SC Highway 9 East Widening (Loris): Public Information Meeting on October 8th, 2019 from 5:00 PM until 7:00 PM.
- US 501 (Southbound): Construction is currently scheduled for Winter 2020.
- Postal Way Sidewalk: Installation of sidewalk from Postal Way to Gate Way Avenue.
- Postal Way Extension
- Middle Ridge Avenue



Questions ?



COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

RESOLUTION R-110-19

A RESOLUTION DECLARING OCTOBER AS COMMUNITY PLANNING MONTH.

WHEREAS, Horry County is a rapidly growing and experiencing significant change; and

WHEREAS, community planning and plans can help manage this change in a way that sustains and enhances the quality of life for our residents and visitors, fosters healthy and safe communities, preserves our natural assets and rural heritage, encourages business growth and economic diversification, guides public infrastructure projects, and creates a community in which people enjoy to live, work, and play; and

WHEREAS, community planning guides future growth, development and redevelopment, wise and efficient use of public funds for capital improvements and infrastructure to support growth, and their fiscal impact on property owners and the County; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that protect and strengthen our County's future; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our communities, environment, and lives; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the Planning Commission, Zoning Board of Appeals, Board of Architectural Review and Historic Preservation, the Parks and Open Space Board, and other citizen planners who have contributed their time and expertise to improve and protect the quality of life in Horry County; and

WHEREAS, we recognize the many valuable contributions made by the professional community and regional planners in Horry County and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT the month of October 2019 is hereby designated as **Community Planning Month** in Horry County in conjunction with the celebration of National Community Planning Month.

AND IT IS SO RESOLVED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Dennis DiSabato, District 3
Tyler Servant, District 5
Orton Bellamy, District 7
W. Paul Prince, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Johnny Vaught, District 8
Danny Hardee, District 10

Attest:

Patricia S. Hartley, Clerk to Council

COUNTY OF HORRY

)
)
)

Ordinance 56-19

STATE OF SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 3450000027 (PORTION) FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO MULTI-RESIDENTIAL ONE (MRD1)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Multi-Residential One (MRD1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 3450000027 (Portion) and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Multi-Residential One (MRD1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 1st day of October, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: September 17, 2019
Third Reading: October 1, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering Inc (843) 237-1001 (Energov # 045676)	Rezoning Request #	2019-06-005
PIN #	34500000027 (Portion)	County Council District #	2 – Howard
Site Location	Old Hwy 90 in Conway	Staff Recommendation	Disapproval
Property Owner Contact	Bear Paw Assoc	PC Recommendation	Disapproval 8:2
		Size (in acres) of Request	44.72

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	MRD1
Proposed Use	Single Family Detached

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2.125
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

PDD	PDD	CFA
CFA	Subject Property	CFA
CFA	CFA	CFA

COMMENTS

Comprehensive Plan District: Scenic & Conservation	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone to allow a 69 unit, single family detached development with a gross density of 1.5 du/ac and a net density of 2.5 du/ac. The preliminary wetlands assessment identifies 17.38 ac of wetlands. The land plan incorporates three sustainable development criteria. 1. Sidewalks 2. Community Gardens and 3. Increased Open Space. The project proposes one 66' access onto Old Hwy 90.

- Rezoning Request 2016-03-005 (Carolina Pines PDD) is located on the opposite side of Old Hwy 90 and consists of 186.95 acres/900 units of Campground/RV Resort District and 7.65 acres for Commercial (194.6 acres total).

This parcel is designated as **Scenic & Conservation** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 7/11/2019 Erin Pate, Sudie Thomas, and Cara Schildtknecht spoke in opposition of the request. Their concerns were public safety, flooding, wildlife, wetlands, and traffic. Felix Pitts from G3 Engineering was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0/100	Existing Road Conditions	County, Paved, Two-lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	552/552	Rd, Station, Traffic AADT (2018) % Road Capacity	SC-90 Rd, Station (224) 12,300 ADT 70-75%
Proposed Improvements			

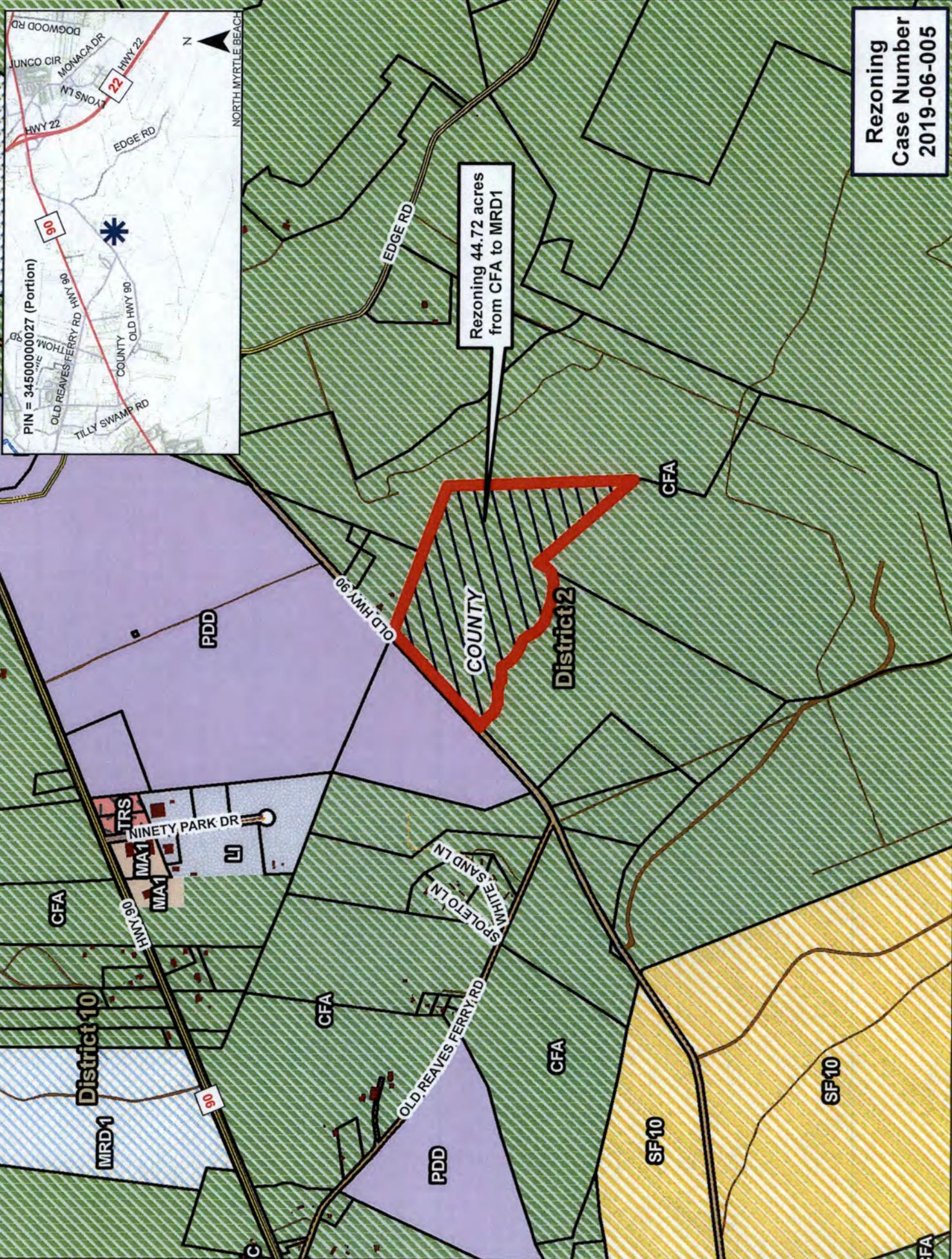
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD1	CFA (Com/Res)	CFA (Com/Res)	PDD (Com)		
Min. Lot Size (in square feet)	7000	43560/21780	43560/21780	20000		
Front Setback	15	60/25	60/25	25		
Side Setback	5	25/10	25/10	10		
Rear Setback	10	10/15	10/15	25		
Bldg. Height	40	35/35	35/35	35		

Date Advertised: 6/20/19 Date Posted: 6/17/19 # Property Owners Notified: 10 Date Notification Mailed: 6/17/19 Report Date: 6/20/19 BY: sm

Rezoning
Case Number
2019-06-005

Rezoning 44.72 acres
from CFA to MRD1



PIN = 3450000027 (Portion)



COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 71-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 3490000013 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO MULTI-RESIDENTIAL THREE (MRD3)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Multi-Residential Three (MRD3) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 3490000013 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Multi-Residential Three (MRD3).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: August 13, 2019
Second Reading: October 1, 2019
Third Reading

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering (843) 237-1001 (Energov # 046140)	Rezoning Request #	2019-07-007
PIN #	34900000013	County Council District #	9 - Prince
Site Location	Old Sanders Dr in Little River	Staff Recommendation	Approval
Property Owner Contact	Palmetto Main Street Partners II, LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	42.93

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	MRD3
Proposed Use	Residential Subdivision

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	4.75
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

North Myrtle Beach	North Myrtle Beach	CFA
North Myrtle Beach	Subject Property	North Myrtle Beach
CFA	SF14.5	North Myrtle Beach

COMMENTS

Comprehensive Plan District: Urban Communities	Overlay/Area Plan: None
---	--------------------------------

Discussion: The applicant is requesting to rezone to allow a residential development consisting of 71 single family detached units. As shown, the project would have a gross and net density of 1.63 units/ac. The agent states there are no wetlands on site. The project will not incorporate sustainable development criteria. The project proposes 19 of the 71 units having shared access onto W. Pelican Trail and the remaining 52 units accessing W. Pelican Trail via cul-de-sac.

This parcel is designated as Suburban in the IMAGINE 2040 comprehensive plan.

Public Comment: 8/1/2019: Debbie Sapliway, Wayne Russell, Cindy Williams and Charles Davis spoke in opposition of the request. Their concerns were drainage and flooding. Felix Pitts, David Gantt, and Doug Wendell were present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 200	Existing Road Conditions	County, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	512 / 512	Rd, Station, Traffic AADT (2018) % Road Capacity	R. Edge Pkwy, Station (332) 19,900 AADT 50-55%
Proposed Improvements			

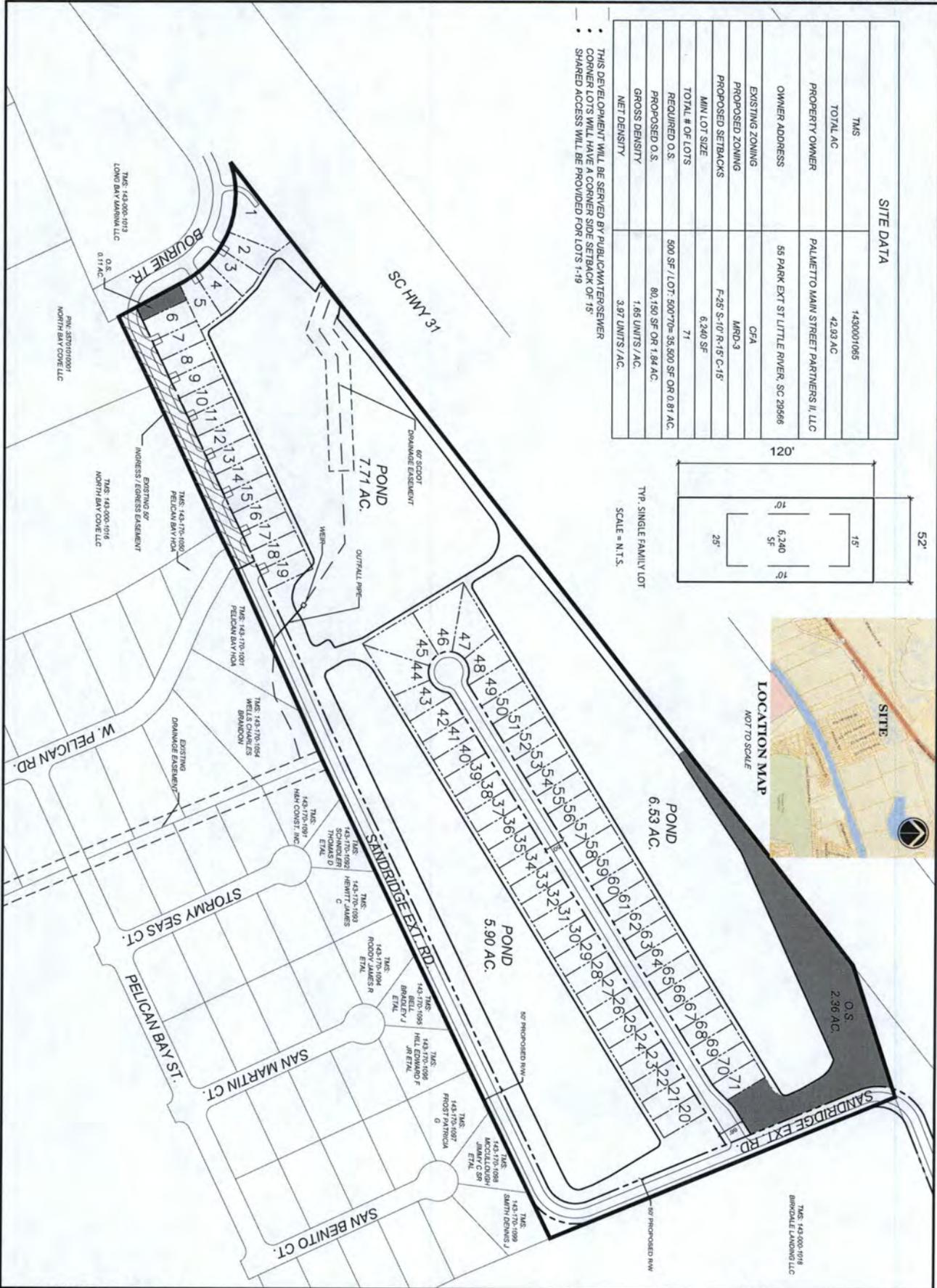
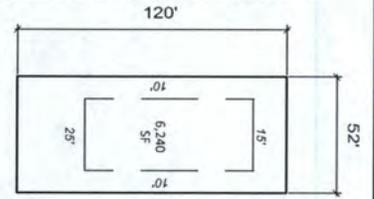
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD3	CFA	CFA	SF14.5		
Min. Lot Size (in square feet)	6000	43560/21780	43560/21780	14500		
Front Setback	25	60/25	60/25	25		
Side Setback	10	25/10	25/10	10		
Rear Setback	15	40/15	40/15	15		
Bldg. Height	40	35/35	35/35	35		

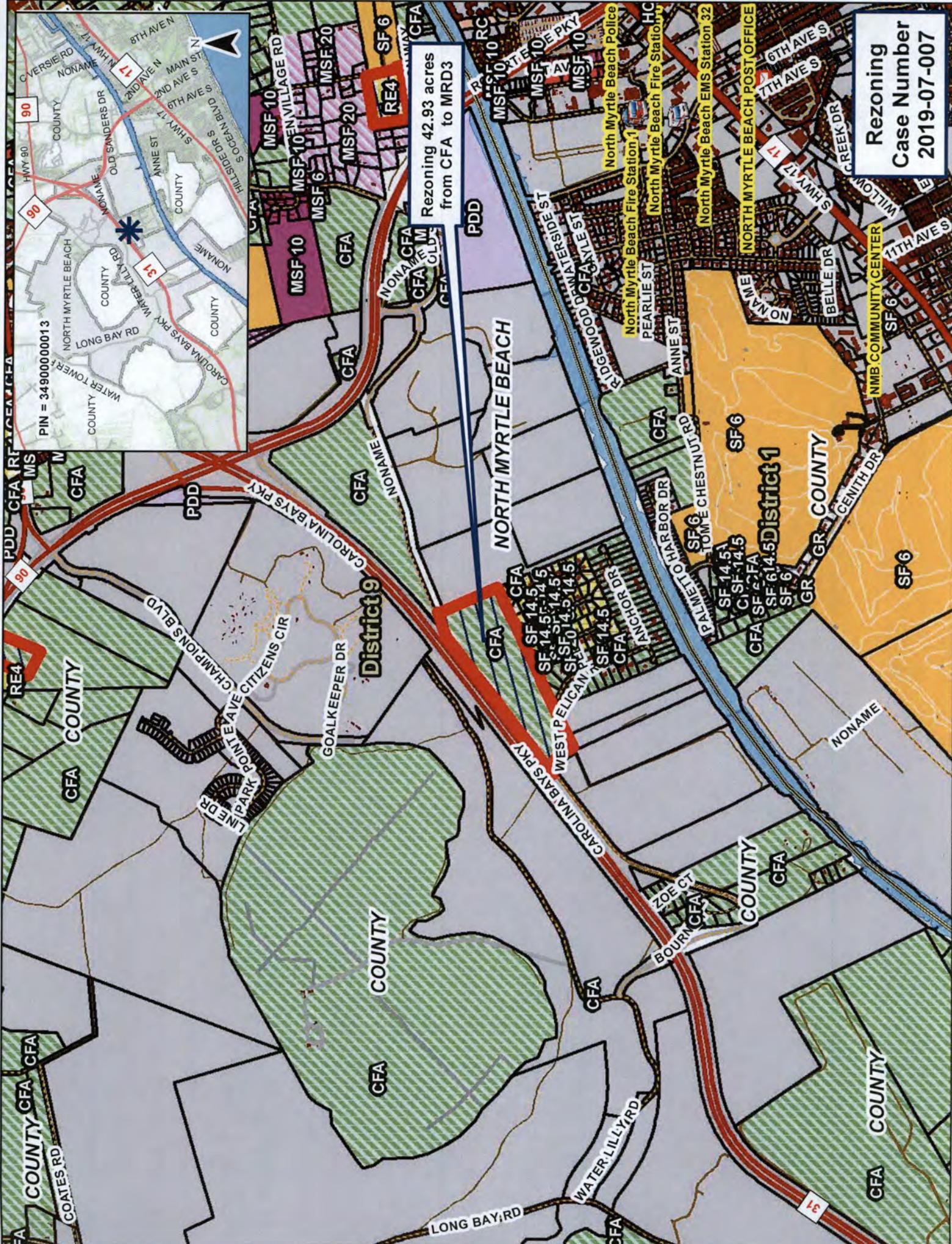
Date Advertised: 7/1/19 Date Posted: 7/1/19 # Property Owners Notified: 43 Date Notification Mailed: 7/1/19 Report Date: 7/1/19 BY: sm

SITE DATA	
TMS	1430001065
TOTAL AC	42.93 AC
PROPERTY OWNER	PALMETTO MAIN STREET PARTNERS II, LLC
OWNER ADDRESS	55 PARK EXT ST LITTLE RIVER, SC 29566
EXISTING ZONING	CFA
PROPOSED ZONING	MRD-3
PROPOSED SETBACKS	F-25 S-10 R-15 C-15'
MIN LOT SIZE	6,240 SF
TOTAL # OF LOTS	71
REQUIRED O.S.	900 SF /LOT- 500'70"= 35,500 SF OR 0.81 AC.
PROPOSED O.S.	80,150 SF OR 1.84 AC.
GROSS DENSITY	1.65 UNITS /AC.
NET DENSITY	3.97 UNITS /AC.

- THIS DEVELOPMENT WILL BE SERVED BY PUBLIC WATER/SEWER
- CORNER LOTS WILL HAVE A CORNER SIDE SETBACK OF 15'
- SHARED ACCESS WILL BE PROVIDED FOR LOTS 1-19



<p>C-1</p> <p>SHEET</p>	<p>SCALE: 1" = 100'</p>	<p>PELICAN BAY</p> <p>HORRY COUNTY, MYRTLE BEACH, SOUTH CAROLINA</p> <p>PREPARED FOR</p> <p>MACE WATTS</p>	<p>GB ENGINEERING</p> <p>P.O. BOX 2656</p> <p>PAWLEY'S ISLAND, SC 29565</p> <p>PHONE: 843.237.1001</p> <p>www.G3Engineering.org</p>	
		<p>CONCEPTUAL SITE PLAN</p>		



Rezoning
Case Number
2019-07-007

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

ORDINANCE 75-19

AN ORDINANCE AMENDING CHAPTER 1, SECTION 1-12(c), OF THE HORRY COUNTY CODE OF ORDINANCES, AND EXHIBIT A REFERRED TO THEREIN, UPDATING THE FORM OF ORDINANCE SUMMONS CHARGING DOCUMENTS.

WHEREAS, Section 56-7-80 of the Code of Laws of South Carolina (1976, as amended) provides authorization for counties to adopt by ordinance and use an ordinance summons for the enforcement of county ordinances; and

WHEREAS, on September 1, 1998, Horry County Council enacted Ordinance 94-98 establishing an Ordinance Summons for the County, and authorizing its use by particular County departments and their officers, which Ordinance was codified into Section 1-12 of the County's Code of Ordinances; and

WHEREAS, on April 18, 2000 (by way of Ordinance 43-00), August 18, 2009 (by way of Ordinance 58-09), and May 2, 2017 (by way of Ordinance 33-17), Council amended Section 1-12, revising and updating the County's Ordinance Summons process to reflect then current operations and address then current needs; and

WHEREAS, it appears to Horry County Council that Section 1-12 of the County Code is in need of further updating to reflect current operations and address current needs and, in particular, to update the form of charging documents used.

NOW, THEREFORE, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, the following hereby is ordained and enacted:

1. Chapter 1, Section 1-12(c) of the Horry County Code of Ordinances, and Exhibit A referred to therein, are hereby repealed in their entirety and are replaced with the following:

(c) The form of the ordinance summons for each department, office, section or division shall be substantially the same as one of those forms attached to Ordinance No. -19 as Exhibit A, depending on type ordinance violation involved.

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this ____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Bill Howard, District 2
Dennis DiSabato, District 3
Gary Loftus, District 4
Tyler Servant, District 5
Cam Crawford, District 6

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District 11

Attest:

Patricia S. Hartley, Clerk to Council

Date of First Reading: September 17, 2019
Date of Second Reading: October 1, 2019
Date of Third Reading:

COUNTY OF HORRY
UNIFORM ORDINANCE SUMMONS

No. HCS 007451

LAST NAME		FIRST NAME	MIDDLE NAME
STREET		APT#	CITY STATE
SOCIAL SECURITY NUMBER			DATE OF BIRTH
DRIVERS LIC. NUMBER		STATE OF ISSUE	
VEH. LIC. NO.	MAKE OF VEHICLE		YEAR
RACE	SEX	HEIGHT	WEIGHT

YOU ARE SUMMONED TO APPEAR BEFORE THE
MAGISTRATE AT _____

ON

Date of Trial

 AT

Time of Trial	AM
	PM

FOR TRIAL FOR VIOLATION OF COUNTY ORDINANCE:

Ordinance Section No.	Date Issued	Bond Amount
		\$
Description of Ordinance		
Date of Violation	Time of Violation	AM PM
		Place of Violation
Name of Issuing Officer		Title

Failure to appear in court without first posting bond or obtaining a continuance is a misdemeanor punishable by fine up to \$500 or imprisonment for up to 30 days.

POST BOND PRIOR TO TRIAL DATE

The issuing officer cannot accept the bond. Bond must be posted by cash or money order [not personal check] delivered or mailed [do not mail cash] to the above address of the court, or to:

Requested Disposition: Indicate the disposition you desire and return this summons or a copy with the bond payment:

- Forfeit Bond - No Court Appearance.
- Bond Posted - Trial by the Magistrate.
- Bond Posted - Trial by Jury.

Signature of Defendant _____

Date _____

Maximum penalty which may be imposed by court for this offense is \$500 and / or imprisonment for 30 days.

DEFENDANT COPY

SAMPLE B

**UNIFORM ORDINANCE SUMMONS
COUNTY OF HORRY**

HCS # 007451

BUSINESS NAME							
FIRST NAME		MIDDLE NAME			LAST NAME		
STREET							
CITY		STATE			ZIP CODE		
DL STATE	DRIVERS LICENSE NO.				CLASS		
RACE	SEX	BIRTH DATE	HGT.	WGT.	HAIR	EYES	
RELATIONSHIP TO BUSINESS							
VEH. LIC. NO.	STATE	MAKE OF VEH	YEAR	AUTO MOPED	BICYCLE MTRCYCL	COMM PEDESTRIAN	COMM VEH OTHER
VEHICLE OWNER FIRST NAME		MIDDLE NAME			LAST NAME		
OWNER STREET		CITY			STATE		ZIP CODE
YOU ARE SUMMONED TO APPEAR BEFORE THE TRIAL COURT							
NAME OF TRIAL COURT			STREET				
DATE OF TRIAL	TIME OF TRIAL	CITY		STATE		ZIP CODE	
VIOLATION SECTION NO.		VIOLATION - COURT APPEARANCE REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO					
DESCRIPTION OF ORDINANCE							
DATE OF VIOLATION		TIME OF VIOLATION					
VIOLATION LOCATION							
CITY							
NAME AND RANK OF OFFICER				SCCJA OFFICER NUMBER			
FEE OR VIOLATION AMOUNT:							
CASE NUMBER:							

PRESENT THIS SUMMONS TO THE TRIAL COURT SHOWN ABOVE
BE SURE YOU UNDERSTAND FROM THE OFFICER THE EXACT TIME AND BEFORE
WHOM YOU ARE TO APPEAR.

VIOLATOR'S COPY

AC
JH

PARKING VIOLATION

Horry County Police Department

Name _____ Address _____

VIN: _____

Registration	State

Body Type

Sdn Cpe SUV Delv Trlr Pu Van Taxi

Color

Chev Ford Hnda Dodg Jp Linc Toy Mit GMC BMW

Other

THE OPERATOR & OWNER OF THE ABOVE VEHICLE ARE CHARGED AS FOLLOWS

Date: / / Time: : AM
PM

Place of Occurrence	<input type="radio"/> 1100 Jetport Road Myrtle Beach South Carolina 29577
	<input type="radio"/> Horry County Beach Access:
Other Location	<input type="radio"/>

Fine	Charged Violation
\$100	Handicap Parking/ Permit Displayed Yes No Type:
\$25	Illegally Parked/Unattended Vehicle front curb (3-211)
\$25	Illegally Parked/Unattended Vehicle Commercial Lane (3-211)
\$25	Unattended Cell Phone Lot / Transportation Loop (3-211)
\$25	Illegally Parked Notam Road / Radar Road (3-211)
\$25	Restricted / Overnight Parking Area (40-12)
\$25	No Parking / Illegally Parked (40-12)
\$20	Paid Parking Overtime (40-12)
\$25	Other

Court Date: ___/___/___ Time: _____
 Court Location: 1301 3rd Ave. Conway SC 29526
 See reverse side of summons for instructions

I affirm under the penalty of perjury that I personally observed the offence charged above: If the operator was present: I wrote the operator's name I and personally served this notice upon him/her if no name appears above I affixed the notice to the vehicle.

Rank and Name of Complainant	Badge #	ISSUING AGENCY
		HCPD

00000001

Officer's Copy

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

ORDINANCE 76-19

AN ORDINANCE TO ADD KETCHUP TOWN STORE AND DELCO-LIGHT FARM ELECTRIC PLANT BUILDING TO THE HORRY COUNTY HISTORIC PROPERTY REGISTER AS AN INDIVIDUAL HISTORIC PROPERTY.

WHEREAS Horry County has recognized the need to preserve the County's local heritage as an irreplaceable asset thru the creation of a list of designated individual properties, sites and landmarks; and,

WHEREAS Ketchup Town Store and the Delco-Light Farm Electric Plant Building were built in 1927 by Hub Small;

WHEREAS Ketchup Town Store and the Delco-Light Farm Electric Plant Building have inherent character, interest, history and value as part of the community of Horry County as a whole;

WHEREAS Ketchup Town Store and the Delco-Light Farm Electric Plant Building exemplifies the cultural, political, economic, social, ethnic, and historic heritage of the community and Horry County;

WHEREAS Ketchup Town Store and the Delco-Light Farm Electric Plant Building represent an established and familiar visual feature of the neighborhood or community.

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that the Ketchup Town Store and Delco-Light Farm Electric Plant Building be added to the Horry County Historic Property Register.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this ___day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: September 17, 2019
Second Reading: October 1, 2019
Third Reading:

County Council Decision Memorandum
Horry County, South Carolina

Date: September 3, 2019
From: Planning & Zoning
Division: Infrastructure and Regulation
Prepared By: Lou Conklin, Senior Planner
Cleared By: David Schwerd, Director
Regarding: Horry County Historic Property Register

ISSUE:

Should Horry County Council add the Ketchup Town Store and the Delco-Light Farm Electric Plant Building to the Horry County Historic Property Register?

PROPOSED ACTION

Add the referenced historic buildings to the Historic Property Register.

RECOMMENDATION

The Board of Architectural Review and Historic Preservation recommended unanimous approval on June 18, 2019. Infrastructure and Regulation recommended approval on July 16, 2019.

BACKGROUND:

Horry County has recognized the need to preserve the County's local heritage as an irreplaceable asset thru the creation of a list of designated individual properties, sites and landmarks, known as the Horry County Historic Property Register.

Horry County has established the prerequisites for a property to be added to the Register, those being, the Property:

- a. Has significant inherent character, interest, history, or value as part of the community or heritage of the community, state or nation; or
- b. Is the site of an event significant in history; or
- c. Is associated with a person or persons who contributed significantly to the culture and development of the community, state or nation; or
- d. Exemplifies the cultural, political, economic, social, ethnic or historic heritage of the community, state or nation; or
- e. Individually, or as a collection of resources, embodies distinguishing characteristics of a type, style, period or specimen in architecture or engineering; or
- f. Is the work of a designer whose work has influenced significantly the development of the community, state or nation; or
- g. Contains elements of design, detail, materials or craftsmanship which represent a significant innovation; or
- h. Is part of or related to a square or other distinctive element of community planning; or
- i. Represents an established and familiar visual feature of the neighborhood or community; or
- j. Has yielded, or may be likely to yield, information important in pre-history or history.

The Horry County Board of Architectural Review and Historic Preservation (BAR) has been charged with the responsibility of identifying and recommending to County Council the addition of properties meeting the above standards to the Horry County Historic Property Register.

ANALYSIS:

After conducting a hearing, the Board of Architectural Review has unanimously determined that the Ketchup Town Store and Delco-Light Farm Electric Plant Building, meet the requirements of Section 1706.1 of the Horry County Zoning Ordinance, *Criteria for Historic Designation*. Each of the proposed buildings is a minimum of fifty (50) years old in addition to meeting other standards. The Board of Architectural Review recommends adding the referenced properties to the Historic Property Register.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 77-19

AN ORDINANCE TO AMEND APPENDIX B, ZONING ORDINANCE OF THE HORRY COUNTY CODE OF ORDINANCES TO REPLACE AGRITOURISM WITH RURAL TOURISM AND TO ADOPT PROCEDURES FOR THE ISSUANCE OF A RURAL TOURISM PERMIT.

WHEREAS, Horry County Planning and Zoning has been asked by County Council to move the Agritourism Permit to the Zoning Board of Appeals; and,

WHEREAS, Rural Tourism will replace Agritourism and will assist in preserving open space and farm land in the Rural areas of Horry County; and,

WHEREAS, The Rural Tourism permit may provide relief to rural areas from certain commercial standards that are inconsistent with the character of the surrounding environment; and,

WHEREAS, it is the intent of the Horry County Council to reconcile the standards of the zoning ordinance.

NOW THEREFORE, by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

1. Amendment of Appendix B, Zoning Ordinance, Article IV, Section 468.
Section 468 of the Zoning Ordinance is hereby amended as follows:
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be-added)

468.3 Value Added Product Processing

Value-added agricultural product means the enhancement or improvement of the overall value of an agricultural commodity to a higher value. The enhancement or improvement includes, but is not limited to, marketing, agricultural processing, transforming packaging, and educational presentation activities and tours that relate to agriculture or agricultural products.

2. Amendment of Appendix B, Zoning Ordinance, Article XIII, Section 1304.1.
Section 1304.1 of the Zoning Ordinance is hereby amended as follows:
(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be-added)

1304.1. - Agritourism **Rural Tourism** activities permit.

(A) ~~Agritourism activities permit required.~~ All farm owners and operators creating **seeking the establishment of agritourism Rural tourism** activities as defined herein shall be required to obtain an agritourism permit pursuant to the provisions of this article: **a Special Exception from the Zoning Board of Appeals.**

(A) **Intent.**

To support economic growth in rural areas while simultaneously preserving open space and farm land. The permit may provide relief from certain commercial standards that are inconsistent with the surrounding rural character.

(B) ~~Definitions.~~

1. ~~Agriculture Tourism or "Agritourism"—activities conducted on a working farm, ranch or other agricultural operation or facility, which offer existing members and the general public opportunities for recreation, entertainment, education, direct sales of value-added agricultural products and/or active involvement in the farm operation.~~
2. ~~Agritourism Activity—Activities with four hundred ninety nine (499) attendees or fewer intended to diversify the economic viability of the agricultural operation and generate additional income sources for the owner or operator. Any event or activity where it is anticipated attendance shall exceed four hundred ninety nine (499) people on site at one time will be required to have a special event permit issued by the Horry County Public Safety Division, in accordance with Chapter 13, Article III, section 13-34 of the Horry County Code of Ordinances and Appendix B, Zoning Ordinance, Article XIII, section 13-34.~~
3. ~~Acreage, Productive Agritourism—Agriculturally productive land area used for the combined purpose of cultivating agricultural products and hosting active agritourism attractions.~~
4. ~~Agricultural Operation Designation—Operation size in acres, used to approve requested agritourism activity.~~
5. ~~Historic Farm—Any historic farm that has been established fifty (50) years or longer that is listed as a South Carolina Century Farm, is listed on the Horry County Historic Register or on the National Historic Registry.~~
6. ~~Working Farm—Any operation that sells at least one thousand dollars (\$1,000.00) of agricultural commodities or that would have sold that amount of produce under normal circumstances, and whose agricultural land and buildings are in active use for crop production and/or the raising of livestock.~~

(C) (B) **Permitted activities.**

1. Agritourism **Rural Tourism** activities are permitted provided the parcel is a working, registered farm with a current USDA farm number, and meets one (1) of the following criteria:
 - a. The parcel is a historic farm listed as a Century Farm, listed on the Horry County Historic Register or on the National Historic Registry a minimum of 20 acres or 20 total contiguous acres located West of the Waccamaw

River and within a Rural Area, Rural Corridors, Rural Community, Rural Activity Center, Transitional Growth Area, Scenic Conservation or Preserved Open Space as identified on the active future land use map; or and

- b. ~~The parcel qualifies for an agricultural real property assessment under the Horry County Assessor's Office; or~~
- e. **b.** ~~Any operation that sells at least one thousand dollars (\$1,000.00) of agricultural commodities or that would have sold that amount of produce under normal circumstances.~~ **Rural Tourism Activities shall comply with Table 1, Operation Designations. Rural Tourism does not include amusement activities specified in the AM1 & AM2 zoning districts unless expressly stated in the table below.**
2. The requirements of Chapter 13, Article III (Noise Control) of the County Code shall be met.
 3. ~~Qualified agritourism activities will be outdoor events. If plans include use of a building onsite, a courtesy inspection will be made by Horry County Code Enforcement to ensure the building complies with accepted safety standards.~~
 4. Upon approval, the agritourism **Rural Tourism** Activity shall ~~may~~ be exempt from ~~Article V Section 527~~ **Landscaping and Buffering requirements** and Article XI of the Horry County Zoning Ordinance. ~~Exemptions shall only be made for any farm five (5) acres in size and greater.~~
 5. ~~Agritourism activities may not exceed one hundred twenty one (121) days per year, starting the day of issuance of the permit. It is not required that the one hundred twenty one (121) days be contiguous.~~ **No event shall exceed 499 attendees at one time, unless a Special Event permit has been approved.**
 6. ~~No operator shall engage in agritourism activities without written consent of the owner of the property.~~
 7. ~~Agritourism Activities shall comply with Table 1, Agriculture Operation Designations.~~
- (D) **(C)** *Application procedures.*
1. **A completed Rural Tourism Special Exception** application shall be made to the Planning **and Zoning** Department. Applications shall include the following:
 - a. ~~The name, address and telephone number of the person completing the application.~~
 - b. ~~The name, address and telephone number of the property owner. If the owner is a partnership or corporation, the names, addresses and telephone numbers of all parties is required.~~
 - e. ~~The name, address and telephone number of the facility.~~

- d. a. A master plan should be included with the application. The master plan will include a site sketch, parking plan, and plan for restroom facilities **identifying all existing and proposed: structures, parking areas, ingress and egress, restroom facilities and uses.**
 - e.— A site sketch for each proposed agritourism activity.
 - f.— A parking plan that includes ingress and egress plans for the agritourism activity.
 - g.— A plan for restroom facilities is required. Portable toilets may be used for agritourism activities. A rental agreement for portable toilets with a cleaning schedule shall be included in the master plan.
 - h. b. An operation plan that includes the rules and restrictions of the facility along with planned event days, dates, type of activity and **hours of operation.** expected attendance.
- 2.— A non-refundable fee in the amount of twenty dollars (\$20.00) shall accompany each application.

(E) *Review process.*

- 1.— Review of the application shall be completed by the planning staff.
- 2.— Planning staff shall have fifteen (15) days to review the agritourism application.
- 3.— Upon planning staff review and recommendation, the board of architectural review shall review, approve and issue an agritourism permit to the applicant.
- 4.— Permits will be valid for five (5) years from date of issuance.
- 5.— Permitted agritourism activities are subject to a review every thirty (30) days by the zoning administrator to ensure compliance with the permit.
- 6.— In granting a conditional approval, the board may attach to it such conditions regarding the location, character, or other features of the proposed uses as the board may consider advisable to protect established property values in the surrounding area, or to promote the public health, safety or general welfare.
- 7.— BAR will grant approval or conditional approval given the uses:
 - a.— Are in substantial harmony with the area it is to be located;
 - b.— Will not be injurious to adjoining properties;
 - e.— Will contribute to the economic vitality and promote the general welfare of the community.

TABLE 1

<u>Activities</u>	<u>Definition</u>
<u>Agricultural Activities</u>	<u>These activities can include, but are not limited to: rent-a-row, you-pick operations, harvest market.</u>
<u>Education Classes/ Tours</u>	<u>Classes/ tours focused on rural or agricultural education. (i.e. bird watching, flora and fauna identification, farm / rural tours, farm / rural museum, fishing instruction, kayak or paddle board instruction).</u>
<u>Food Service, including, Food Trucks</u>	<u>On-site consumption of food, to include Farm to Table events.</u>
<u>Rural Activities</u>	<u>These activities can include, but are not limited to: zip lines, motorized and non-motorized trail rides (does not include racing activities), horseback riding, kayaking, fishing and petting zoos.</u>
<u>Rural Retail</u>	<u>Nurseries, and the sale of agricultural products, produce and value added products.</u>
<u>Seasonal Activities</u>	<u>These activities can include, but are not limited to: corn mazes, haunted houses/ forests, egg hunts, and holiday light displays.</u>
<u>Events</u>	<u>These events can include, but are not limited to: weddings, birthdays, and corporate events.</u>

Activities	Definitions	Class A: Home Operation (<3 acres)	Class B: Market Operation (3- <5 acres)	Class C: Family Farm (5- <10 acres)	Class D: Small Farm (10- <20 acres)	Class E: Medium Farm (20- <40 acres)	Class F: Large Farm (40- <80 acres)	Class G: (80+ acres)
Agriculture-Related Activities								

<p style="text-align: center;">Agriculture Education Center[*]</p>	<p>A facility designed for the purpose of providing academic training in the techniques of agro-ecology and agricultural systems. An AEC may conduct (theoretical and applied) research and community outreach while offering academic education, practical experience/training and public service/instruction opportunities for audiences ranging from local school children to international agencies. It is also designed for the purpose of teaching, exchange of information and/or discussion which results in enhanced personal,</p>						
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	<p>business and/or professional development. An education center may provide, training workshops, seminars, retreats and similar type meetings. Educational demonstrations may teach the ability to create a product where raw materials are grown from a working farm.</p>							
Barn Dance*								
Corn Maze								
Educational Classes*								
Farm Museum*								
Farm Tour	<p>Tours where members of the public are shown working farm operations, and the owners and/or operators teach the attendees about farm processes, current agricultural</p>							

	practices and technology							
Farm-to-table event	A working farm where meals are served on site. Meals are prepared for members of the general public largely from products of the working farm.							
Fee Fishing (if aquaculture)	An aquaculture operation that provides the opportunity for anglers to pay a fee for the right to fish or pay for fish caught on a private pond on farm.							
Harvest Market *	Onsite market during harvest seasons.							
Hay Ride								
Nursery	An enterprise that conducts the retail and/or wholesale of plants grown on the premises. May include a greenhouse.							
Petting Farm/Zoo								

Rent-a-row	An agritourism activity that allows individuals not associated with the farm operation to rent a defined row of a field for the purpose of learning the process of and growing produce						
You Pick Operation/Berry/Pumpkin Patch	A fruit or vegetable-growing farm that provides the opportunity for customers to pick their own fruits or vegetables directly from the plant						
Non-Agriculture Related Uses/Activities							
Food Service, including Food Trucks Featuring Farm Products [*]							
Haunted House [*]							
Agritourism Retail	An onsite retail store that sells products created from raw materials						

	<p>produced on the farm or products directly related to the agritourism activity.</p>						
<p>Planned/Guided Hunting Preserve Tours</p>	<p>An agri-tourism use/activity, approved by the appropriate local, state and/or federal agency, which provides the opportunity for an individual or group to pay a fee for the right to hunt on a farm. Game farming is the intensive, small pasture production of wild animals for the purpose of hunting, on agricultural land, for a fee, over an extended period of time, in conformance with state and federal game laws.</p>						
<p>Play Area</p>							

Special Events, including Weddings *							
Value Added Product Processing *	<p>Value-added agricultural product means the enhancement or improvement of the overall value of an agricultural commodity or of an animal or plant product to a higher value.</p> <p>The enhancement or improvement includes, but is not limited to, marketing, agricultural processing, transforming, packaging, and educational presentation, activities and tours that relate to agriculture or agricultural products.</p>						
Wine Tastings*							
> Farm Stay (Residential and Overnight Accommodation) Uses/Activities							
Camping	Section 14-7 Camping, camp						

	<p>means the act of parking any vehicle or erecting any structure for the purpose of providing shelter from the natural elements; establishing a temporary or permanent household for recreational activities; emergency relocations; relocations; meetings or reunions or providing privacy for any purpose for one or more persons. It shall also include persons remaining on the property of Horry County overnight and choose not to use any means of defense or protection from the natural elements.</p>						
Farm Stay	A general agri-tourism						

	<p>use/activity category that comprises a variety of overnight accommodations made available at a working farm that is approved for an agri-tourism operation. A Farm Stay, for any group or individual, does not exceed fourteen (14) (consecutive or non-consecutive) calendar days per month; however, farm stays may serve as an interactive recreational activity that offers agri-tourists, including children, opportunities to participate in feeding animals, collecting eggs, and/or learning how a farm functions through practical day to day experience.</p>						
--	---	--	--	--	--	--	--

	<p>A farm stay may also consist of a retreat or be described as a work exchange, where the guests, for recreational purposes, work in exchange for free or discounted accommodations.</p>						
<p>Health Farm[*]</p>	<p>A farm building designed for the purpose of providing proactive health and wellness education and/or physical exercise and diet regimens that can, in a rural and spa-like environment, improve one's quality of life. Health and wellness opportunities may consist of, but are not limited to, general and specialized exercise, wellness, and</p>						

	<p>nutritional classes/consultations, organic cooking classes/workshops, yoga, meditation, and massage. A health farm may serve meals only when served to participating clientele.</p>							
<p>> Rural Tourism Activities Are Not Covered Under This Permit</p>								
Rural Tourism	<p>Tourism enterprises that do not necessarily occur on a farm or ranch or of an agricultural plant, are not related to agricultural activities, but provide recreation to the general public. Rural tourism does not generate supplemental income for an agricultural enterprise but provides an additional income for the property owner.</p>							
Rural Tourism Activities	<p>Activities that are not agriculturally related nor support an agricultural operation.</p>							

NOTES:

Shading indicates an allowed use.

* Allowable extension of 121-day restriction.

- (F) — ~~Complaints regarding violations and remedies. Whenever a violation of this ordinance occurs, or is alleged to have occurred, any person may file written complaint. Such complaint stating fully the causes and basis thereof shall be filed with the Zoning Administrator. The Zoning Administrator shall record properly such complaint, immediately investigate, and take whatever action is necessary to assure compliance with the ordinance.~~
- (G) — ~~Revocation. Any permit issued under this section may be revoked by the Board of Architectural Review for cause, including but not limited to: failure to adhere to the~~

~~approved site plan, discontinuance of use of the facility for a period exceeding six (6) months; or, failure to adhere to all County, State, and Federal laws.~~

~~(H) Appeal. It is the intention of this ordinance that all questions arising in connection with the enforcement of the ordinance shall be presented to the Board of Architectural Review.~~

3. **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
4. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.
5. **Effective Date:** This Ordinance shall become effective upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Dennis DiSabato, District 3
Tyler Servant, District 5
Orton Bellamy, District 7
W. Paul Prince, District 9
Al Allen, District 11

Bill Howard, District 2
Gary Loftus, District 4
Cam Crawford, District 6
Johnny Vaught, District 8
Danny Hardee, District 10

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: September 17, 2019
Second Reading: October 1, 2019
Third Reading:

County Council Decision Memorandum
Horry County, South Carolina

Date: June 20, 2019
From: Planning and Zoning
Division: Infrastructure & Regulation
Prepared By: Desiree Jackson, Assistant Zoning Administrator
Cleared By: David Schwerd, Director of Planning
Regarding: Rural Tourism

ISSUE:

Should Horry County replace the agritourism permit with a rural tourism permit?

PROPOSED ACTION:

Approve the proposed Rural Tourism Permit as a Special Exception with a review and approval process by the Zoning Board of Appeals.

RECOMMENDATION:

Staff recommends Approval.
I&R recommended Approval on 8/20/2019

BACKGROUND:

The agritourism permit is currently reviewed by the Board of Architectural Review (BAR). The BAR had questions about how they should review the agritourism permits. These questions were presented to the I&R committee, at which time, staff was asked to draft an ordinance to move these reviews to the Zoning Board of Appeals (ZBA) and to find a way to preserve open space in the rural areas of the County.

ANALYSIS:

The proposed amendment will replace the agritourism permit with rural tourism. The rural tourism permit will allow rural tourism activities as a Special Exception on parcels 20 acres or larger located West of the Waccamaw River, and located in a Rural area, Rural Corridors, Rural Community, Rural Activity Center, Transitional Growth Area, Scenic Conservation, or Preserved Open Space as identified on the active future land use map.

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 85-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 29312030001 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO GENERAL MANUFACTURING AND INDUSTRIAL (MA2)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to General Manufacturing and Industrial (MA2) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 29312030001 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to General Manufacturing and Industrial (MA2).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: September 17, 2019
Second Reading: October 1, 2019
Third Reading

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Sandy Schumacher (843) 504-0913 (Energov # 046633)	Rezoning Request #	2019-09-001
PIN #	29312030001	County Council District #	7 - Bellamy
Site Location	2429 Wise Rd in Conway	Staff Recommendation	
Property Owner Contact	S & H Investments Group LLC	PC Recommendation	
		Size (in acres) of Request	1.03

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	MA2
Proposed Use	Light manufacturing

LOCATION INFORMATION

Flood and Wetland Information	X	CFA	CFA	CFA
Public Health & Safety (EMS/fire) in miles	4.4 (Fire)	CFA	Subject Property	CFA
Utilities	Public	CFA	CFA	CFA
Character of the Area	Residential & Commercial			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Urban Corridor	Overlay/Area Plan: None
--	--------------------------------

Discussion: The applicant is requesting to rezone 1.03 acres from CFA to MA for light manufacturing. Current use of the property is storage and office space. The requested zoning district, MA2- General Manufacturing and Industrial, allows for uses with outdoor storage.

This parcel is designated as **Rural Communities** in the **IMAGINE 2040** comprehensive plan and is located approximately 1 mile north of the **Homewood Economic Activity Center** identified near the intersection of US 701 and HWY 319.

Public Comment:

TRANSPORTATION INFORMATION

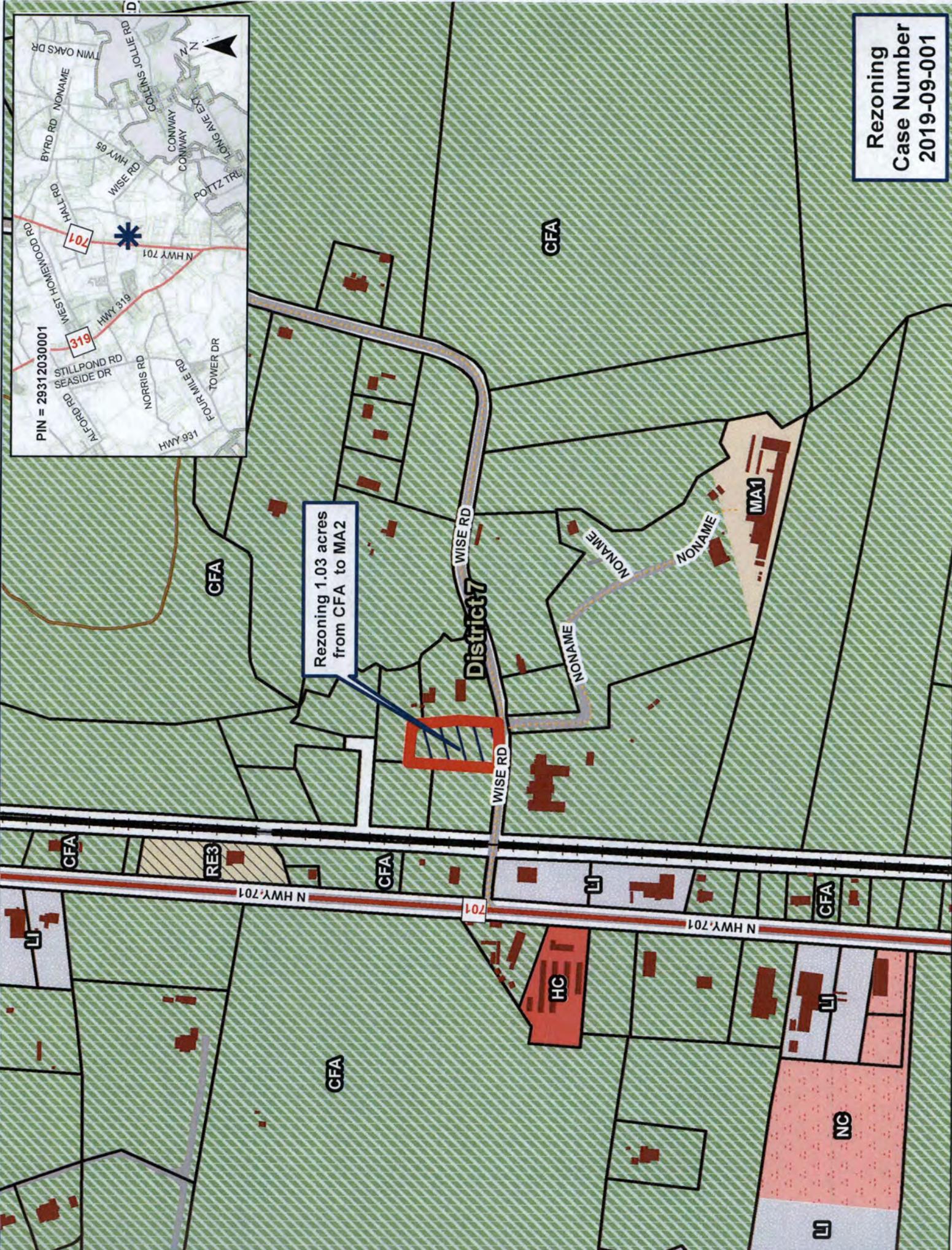
Daily Trips based on existing use / Max Daily Trips based on current zoning		Existing Road Conditions	County, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning		Rd, Station, Traffic AADT (2017) % Road Capacity	US 701, Station (187) 12,500 AADT %
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MA2	CFA	CFA			
Min. Lot Size (in square feet)	21780	43560/21780	43560/21780			
Front Setback	50	60/25	60/25			
Side Setback	25	25/10	25/10			
Rear Setback	25	40/15	40/15			
Bldg. Height	75	35/35	35/35			

Date Advertised: 9/12/2019 Date Posted: 9/12/2019 # Property Owners Notified: Date Notification Mailed: 9/12/2019 Report Date: 9/12/2019 BY: sm

Rezoning
Case Number
2019-09-001



COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

Ordinance 49-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 3280000011 (PORTION) FROM FOREST AGRICULTURE (FA) TO AGRICULTURAL COMMUNITY SERVICES (AG3)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone the property from Forest Agriculture (FA) to Agricultural Community Services (AG3) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 3280000011 (Portion) and currently zoned Forest Agriculture (FA) is herewith rezoned to Agricultural Community Services (AG3).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1	Bill Howard, District 2
Dennis DiSabato, District 3	Gary Loftus, District 4
Tyler Servant, District 5	Cam Crawford, District 6
Orton Bellamy, District 7	Johnny Vaught, District 8
W. Paul Prince, District 9	Danny Hardee, District 10
Al Allen, District 11	

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: September 17, 2019
Second Reading:
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Christopher Veronee (803) 381-2004 (Energov # 045066)	Rezoning Request #	2019-05-001
PIN #	3280000011 (Portion)	County Council District #	11 - Allen
Site Location	Juniper Bay Rd in Conway	Staff Recommendation	Approval
Property Owner Contact	Veronee Enterprises LLC	PC Recommendation	Approval (4:2)
		Size (in acres) of Request	1.47

ZONING DISTRICTS

Current Zoning	FA
Proposed Zoning	AG3
Proposed Use	Trade Shop

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	3.0
Utilities	Septic
Character of the Area	Residential

ADJACENT PROPERTIES

FA	FA	FA
FA	Subject Property	FA
FA	FA	FA

COMMENTS

Comprehensive Plan District: Rural Area	Overlay/Area Plan: None
--	--------------------------------

Discussion: The applicant is requesting to rezone a portion to allow a Trade Shop. The existing structure was permitted as a non-commercial personal use building. If approved, the existing structure would require alteration to meet commercial building code and the site would be required to meet commercial landscaping and parking standards. The commercial use would require a subdivision from the parent tract prior to construction plan approval.

This parcel is designated as Rural in the IMAGINE 2040 comprehensive plan.

Public Comment: 6/6/19 – Glen Hughes, Joey Bentley and Alma Bentley spoke in opposition of the request. Their concerns were: on-site burning, property is aesthetically displeasing and traffic. Chris Veronee was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	10/10	Existing Road Conditions	State, Paved, Two-lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	10/50	Rd, Station, Traffic AADT (2017) % Road Capacity	Four Mile Rd, Station (667) 2,900 AADT 20%-25%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	AG3	FA	FA			
Min. Lot Size (in square feet)	10000	21780	21780			
Front Setback	40	25	25			
Side Setback	10	10	10			
Rear Setback	15	15	15			
Bldg. Height	65	35	35			

Date Advertised: 5/16/19 Date Posted: 5/16/19 # Property Owners Notified: 14 Date Notification Mailed: 5/16/19 Report Date: 5/16/19 BY: sm



1. The 100-Year Flood Boundary was obtained directly from FEMA Flood Map 4650K0200 H, (effective date August 23, 1994). This property is located in Flood Zone X-CX. Flood zones are shown on the map. The flood zones are shown approximately as said maps. Terry M. Watson, P.L.S. does not certify to or assume responsibility for the accuracy of the flood zones shown on said maps. Flood zones are subject to verification by the County FEMA Officer.

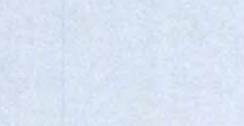
2. This plat was prepared without the benefit of a title report. The property is subject to all restrictions, easements, covenants, and other interests of record. There has been no determination of wetlands or hazardous waste on this property.

3. There has been no determination of wetlands or hazardous waste on this property.

4. Owner of record is Veronee Enterprises, LLC. Address is 5025 Juniper Bay Road, Conway, S.C. 29627.

Note: This plat meets the requirements of the Horry County Ordinance No. 1971, which requires that all plats be certified by the Horry County Planning Commission, or its authorized agent.

Location Map - No Scale



Notes:

1. The 100-Year Flood Boundary was obtained directly from FEMA Flood Map 4650K0200 H, (effective date August 23, 1994). This property is located in Flood Zone X-CX. Flood zones are shown on the map. The flood zones are shown approximately as said maps. Terry M. Watson, P.L.S. does not certify to or assume responsibility for the accuracy of the flood zones shown on said maps. Flood zones are subject to verification by the County FEMA Officer.
2. This plat was prepared without the benefit of a title report. The property is subject to all restrictions, easements, covenants, and other interests of record. There has been no determination of wetlands or hazardous waste on this property.
3. There has been no determination of wetlands or hazardous waste on this property.
4. Owner of record is Veronee Enterprises, LLC. Address is 5025 Juniper Bay Road, Conway, S.C. 29627.

References:

1. Plat by Terry M. Watson, P.L.S. dated February 13, 1997 as recorded in Public Book 147 of Page 160, Horry County Records.

of a Parcel Split Survey of a portion of Lot "A", containing 1.47 acres of land in Bucks Township, Horry County, S.C. surveyed for

Veronee Enterprises LLC

Plat ~

GRAPHIC SCALE
 0 60 120 180
 (IN FEET)
 1 inch = 60 ft.

TERRY M. WATSON, P.L.S.
 Surveyors - Land Planners
 500 McQueen St., Conway, S.C. 29327
 (843) 602-0796 • surveysplanning.com

Certificate of Accuracy
 I, Terry M. Watson, P.L.S., do hereby certify that the above described plat is a true and correct copy of the original plat as recorded in the Horry County Planning Commission records and that the same has been filed in the Public Book of the Land Development Regulations.

Terry M. Watson, P.L.S., No. 7160
 Horry County, South Carolina

If the surveyor's signature is not printed, the plat should be deemed to contain unacknowledged alterations. The certification contained in this document shall not apply to any copies.

No warranty is made by the surveyor, unless the plat is for the purpose of further conveyance, deed descriptions, title certifications, etc.

© 2001 Terry M. Watson, P.L.S.

This plat is the property of Terry M. Watson, P.L.S. and may not be used without their written consent. This plat and field survey were made for the exclusive use of the persons, persons, or entity named in the certification hereon. Said certification does not extend or transfer to any unrecorded persons, persons, or entity named.

Certification of Non-availability for Water and Sewer Availability
 The property owner certifies that the property is not located in an area where water and sewer service is available. The property owner certifies that the property is not located in an area where water and sewer service is available.

Signature: _____ Date: 3/28/19

Signature: _____ Date: _____

Certification of Approval for On-site Sewer Disposal System
 The South Carolina Department of Health and Environmental Control (SCDH&EC) has approved this plat for recording and the plat shall be filed in the Public Book of the Land Development Regulations.

Signature: _____ Date: _____

Lot "A"
 Veronee Enterprises, LLC
 PIN 328-00-00-0011
 TMS No. 121-00-01-0994
 DB 3999/976, PB 147/160
 13.09 acres remaining

Lot "B"
 Veronee Enterprises, LLC
 PIN 328-00-00-0014
 TMS No. 121-00-01-1164
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "C"
 Veronee Enterprises, LLC
 PIN 328-00-00-0015
 TMS No. 121-00-01-1165
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "D"
 Veronee Enterprises, LLC
 PIN 328-00-00-0016
 TMS No. 121-00-01-1166
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "E"
 Veronee Enterprises, LLC
 PIN 328-00-00-0017
 TMS No. 121-00-01-1167
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "F"
 Veronee Enterprises, LLC
 PIN 328-00-00-0018
 TMS No. 121-00-01-1168
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "G"
 Veronee Enterprises, LLC
 PIN 328-00-00-0019
 TMS No. 121-00-01-1169
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "H"
 Veronee Enterprises, LLC
 PIN 328-00-00-0020
 TMS No. 121-00-01-1170
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "I"
 Veronee Enterprises, LLC
 PIN 328-00-00-0021
 TMS No. 121-00-01-1171
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "J"
 Veronee Enterprises, LLC
 PIN 328-00-00-0022
 TMS No. 121-00-01-1172
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "K"
 Veronee Enterprises, LLC
 PIN 328-00-00-0023
 TMS No. 121-00-01-1173
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "L"
 Veronee Enterprises, LLC
 PIN 328-00-00-0024
 TMS No. 121-00-01-1174
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "M"
 Veronee Enterprises, LLC
 PIN 328-00-00-0025
 TMS No. 121-00-01-1175
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "N"
 Veronee Enterprises, LLC
 PIN 328-00-00-0026
 TMS No. 121-00-01-1176
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "O"
 Veronee Enterprises, LLC
 PIN 328-00-00-0027
 TMS No. 121-00-01-1177
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "P"
 Veronee Enterprises, LLC
 PIN 328-00-00-0028
 TMS No. 121-00-01-1178
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "Q"
 Veronee Enterprises, LLC
 PIN 328-00-00-0029
 TMS No. 121-00-01-1179
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "R"
 Veronee Enterprises, LLC
 PIN 328-00-00-0030
 TMS No. 121-00-01-1180
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "S"
 Veronee Enterprises, LLC
 PIN 328-00-00-0031
 TMS No. 121-00-01-1181
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "T"
 Veronee Enterprises, LLC
 PIN 328-00-00-0032
 TMS No. 121-00-01-1182
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "U"
 Veronee Enterprises, LLC
 PIN 328-00-00-0033
 TMS No. 121-00-01-1183
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "V"
 Veronee Enterprises, LLC
 PIN 328-00-00-0034
 TMS No. 121-00-01-1184
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "W"
 Veronee Enterprises, LLC
 PIN 328-00-00-0035
 TMS No. 121-00-01-1185
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "X"
 Veronee Enterprises, LLC
 PIN 328-00-00-0036
 TMS No. 121-00-01-1186
 DB 3999/976, PB 147/160
 13.04 acres remaining

S.C. Hwy. No. 78 - Juniper Bay Road (66' Public R/W)

63,079 sq. ft.
 Part of PIN 328-00-00-0011
 TMS No. 121-00-01-0994

63,079 sq. ft.
 Part of PIN 328-00-00-0011
 TMS No. 121-00-01-0994

63,079 sq. ft.
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 PIN 328-00-00-0019
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 DB 3999/976, PB 147/160
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Lot "H"
 Veronee Enterprises, LLC
 PIN 328-00-00-0020
 TMS No. 121-00-01-1170
 DB 3999/976, PB 147/160
 13.04 acres remaining

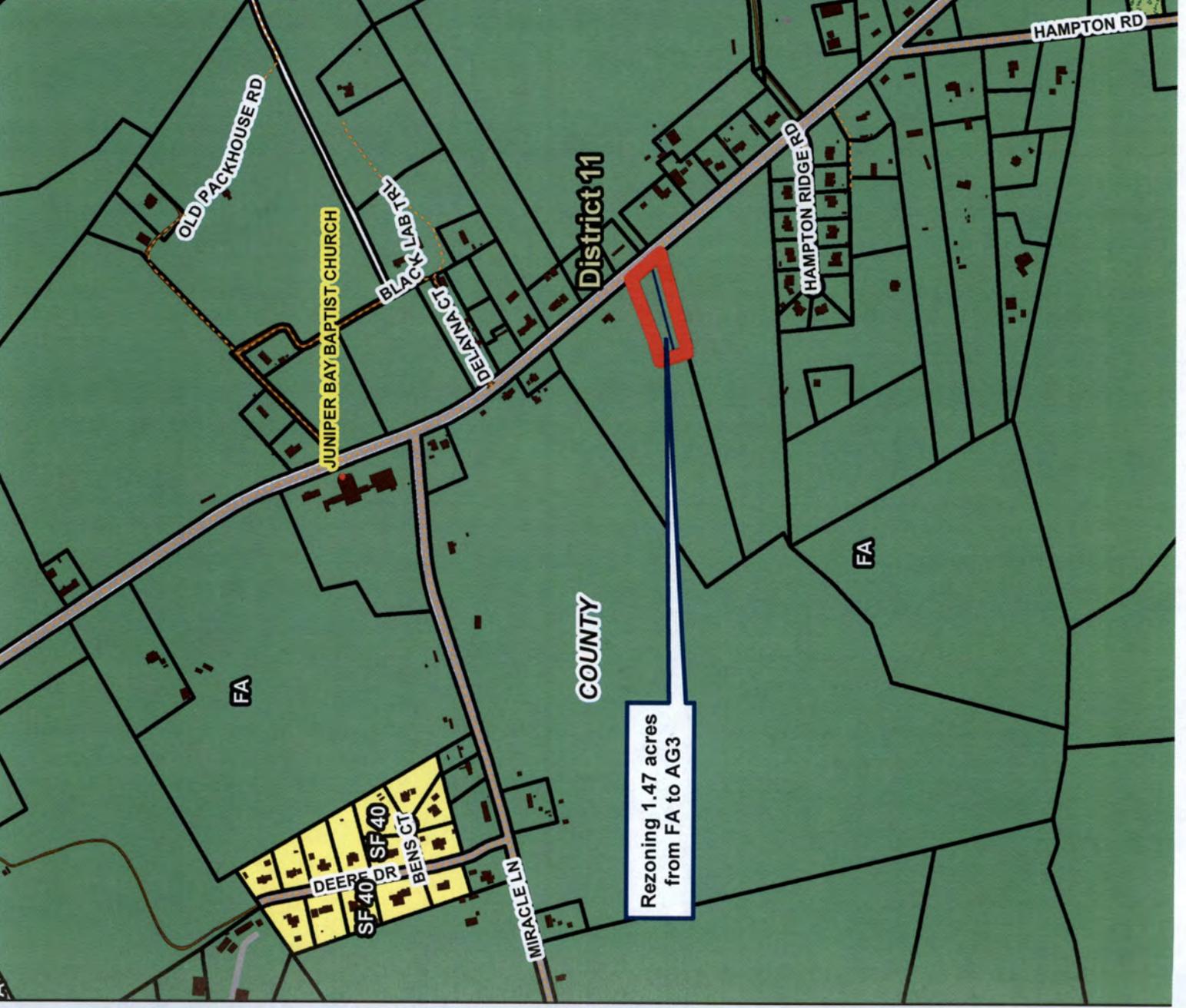
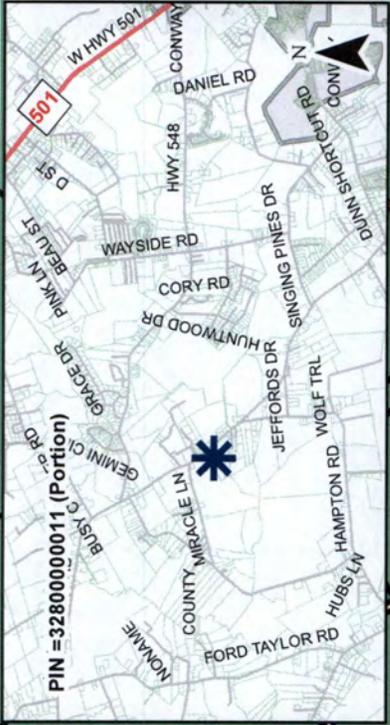
Lot "I"
 Veronee Enterprises, LLC
 PIN 328-00-00-0021
 TMS No. 121-00-01-1171
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "J"
 Veronee Enterprises, LLC
 PIN 328-00-00-0022
 TMS No. 121-00-01-1172
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "K"
 Veronee Enterprises, LLC
 PIN 328-00-00-0023
 TMS No. 121-00-01-1173
 DB 3999/976, PB 147/160
 13.04 acres remaining

Lot "L"
 Veronee Enterprises, LLC
 PIN 328-00-00-0024

Rezoning
Case Number
2019-05-001



Rezoning 1.47 acres
from FA to AG3

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

Ordinance 38-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE A PORTION OF PIN 4620000929 FROM HIGHWAY COMMERCIAL (HC) TO MULTI-RESIDENTIAL DISTRICT THREE (MRD3)

WHEREAS, Ordinance Number 1-87 authorizes Horry County Council to periodically amend the Official Zoning Maps for Horry County; and,

WHEREAS, a request has been filed to amend the maps for the above mentioned parcel of land; and,

WHEREAS, Horry County Council finds that the present zoning is not appropriate for the above mentioned parcel(s) of land; and,

WHEREAS, Horry County Council finds that the request to rezone a portion of the property from Highway Commercial (HC) to Multi-Residential District (MRD3) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

NOW THEREFORE by the power and authority granted to the Horry County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 4620000929 and currently zoned Highway Commercial (HC) is herewith rezoned to Multi-Residential District (MRD3).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | Bill Howard, District 2 |
| Dennis DiSabato, District 3 | Gary Loftus, District 4 |
| Tyler Servant, District 5 | Cam Crawford, District 6 |
| Orton Bellamy, District 7 | Johnny Vaught, District 8 |
| W. Paul Prince, District 9 | Danny Hardee, District 10 |
| Al Allen, District 11 | |

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 1, 2019
Second Reading:
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	David Wilkes and Joe Morrison (Energov # 044076)	Rezoning Request #	2019-01-008
PIN #	46200000929 (Portion)	County Council District #	5-Servant
Site Location	On Hwy 17 between Woodland Dr and William Buckland Blvd in Garden City	Staff Recommendation	Approval
Property Owner Contact	Myrtlewood Realty Associates	PC Recommendation	Approval 6:1
		Size (in acres) of Request	25.54 (portion)

ZONING DISTRICTS

Current Zoning	HC/PDD/MSF6
Proposed Zoning	MRD3
Proposed Use	Single Family Detached In-common

LOCATION INFORMATION

Flood and Wetland Information	Zone X
Public Health & Safety (EMS/fire) in miles	2.03
Utilities	Public
Character of the Area	Commercial, Residential, and Educational

ADJACENT PROPERTIES

SF6	CFA	CFA
MSF6	Subject Property	PDD
HC	HC	HC

COMMENTS

Comprehensive Plan District: Urban Corridors and Urban Communities	Overlay/Area Plan: Hwy 17 BUS S Overlay/Garden City Area
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Discussion: The applicant is requesting to rezone a portion of the parcel to allow for 221 single family detached units in common. The project has a gross density of **8.65 du/ac**, net density of **11.8 du/ac** and will incorporate three sustainable development criteria. 1. Increased open space, 2. Internal Sidewalks, and Community gardens. The project proposes two points of access; one onto Woodland Dr. and the other onto William Buckland Blvd. External sidewalks will be required along Hwy 17, Woodland Dr. and William Buckland Blvd.

The Tupelo Bay PDD was originally approved (Ord 61-04) for 800 multi-family units. A gross project density of **4.85 du/ac** and a net density of **8.69 du/ac**. The approved master plan has a developed area density of **15 du/ac**. Oceanside Village has an existing, gross density of **6.8 du/ac** (969 units total).

Planning Commission requested the applicants hold a community meeting. The community meeting was held on 5/10. Community concerns included density, stormwater, traffic and property values.

/Public Comment: 2/7/2019: Deferred in order to allow addition of acreage to meet the density requirements. **5/2/2019** Martin Dawsey recused. Dennis Permenter spoke in opposition of the request. His concerns were stormwater and density. John Jobson spoke in favor of the request, stating that he feels this is a good fit for the area. David Strattenger, Joe Morrison, David Wilkes and Buddy Hucks were present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 4,000	Existing Road Conditions	S Hwy 17 Bus, Federal, Paved, Divided, 4 Lanes
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	1,768 / 1,768	Rd, Station, Traffic AADT (2017) % Road Capacity	S Hwy 17 BUS, Station (108) 25,400 AADT 79%
Proposed Improvements	Engineers are currently working on a traffic study to address traffic concern and stormwater models for the site adhering to the required 50% reduction on the drainage area flowing northeast with the county required 20% reduction on the flows going southeast.		

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD3	HC/PDD/MSF6	PDD (Tupelo Bay Golf Villas)	CFA (Res/Comm)	SF6	MSF6
Min. Lot Size (in square feet)	In-Common	10,000/NA/6,000	None	21,780/43,560	6,000	6,000
Front Setback	25' Exterior	50'/25'/20'	25'	25'/60'	20'	20'
Side Setback	25' Exterior	10'/25'/10'	25'	10'/25'	10'	10'
Rear Setback	25' Exterior	15'/25'/15'	25'	15'/40'	15'	15'
Bldg. Height	40'	120'/None/35'	None	35'/35'	35'	35'

Date Advertised: 1/17/19

Date Posted: 1/8/19 # Property Owners Notified: 96

Date Notification Mailed: 1/17/19

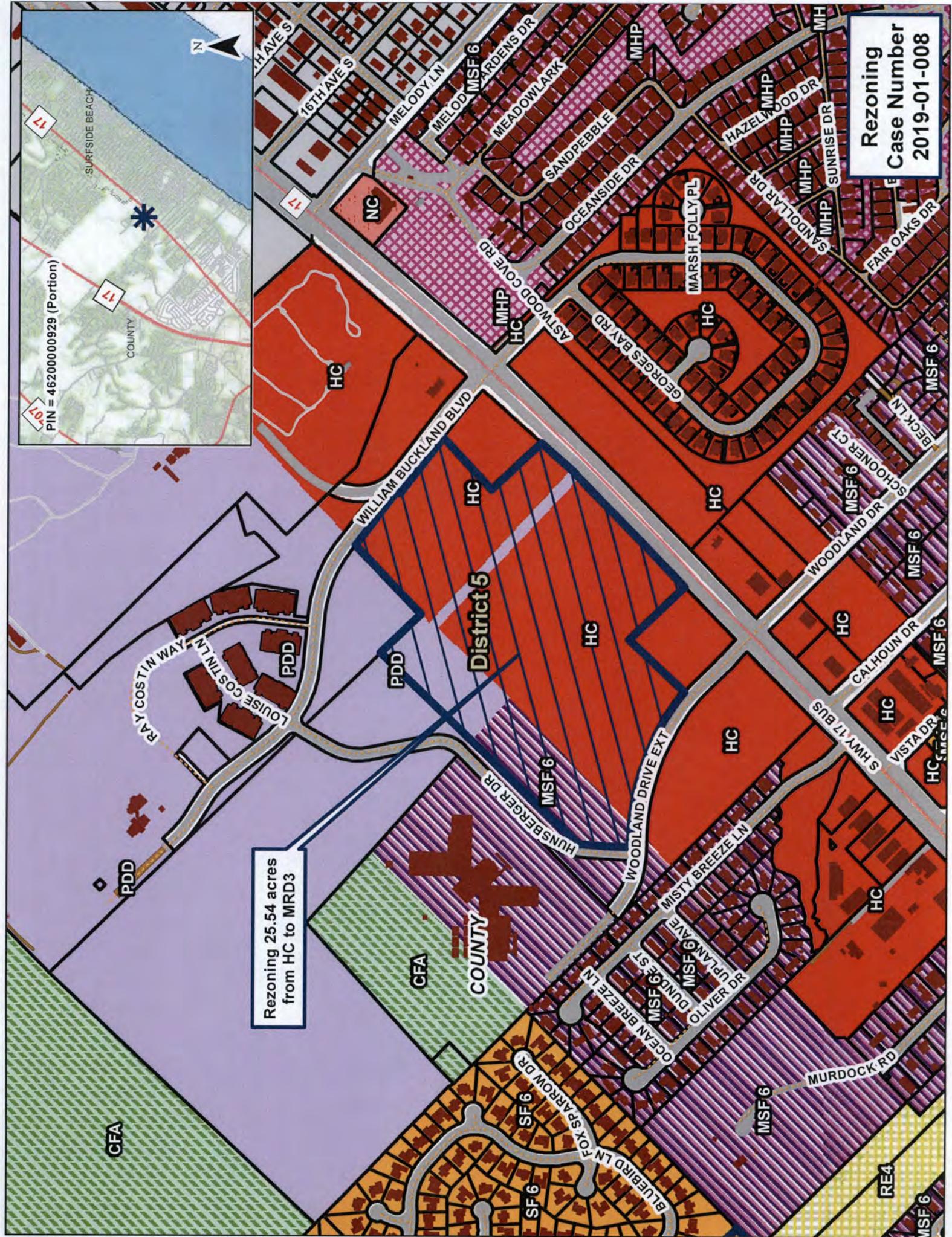
Report Date: 1/17/19 BY: LSM



Rezoning
Case Number
2019-01-008

Rezoning 25.54 acres
from HC to MRD3

District 5





GARDEN CITY COTTAGES

HORRY COUNTY

Not For
 Construction

WETLANDS TABLE

Area	Sq. Feet	Acres
PRESERVED WETLANDS	29,073.55	6.59
NON-PRESERVED WETLANDS	81,556.81	18.71
WETLANDS	110,630.36	25.30
TOTAL	11,231,630	25.54

TRACT DD
 MF SOUTHSIDE LLC
 TMS: 195-00-01-054
 462-00-00-0928
 DB: 2640 PG. 1267
 PB: 191 PG. 168
 PB: 192 PG. 53

N 49°02'45" E 1088.87'

SEPSIA POWER EASEMENT (SP RW)
 (DB: 72 PG. 305)
 (PB: 140 PG. 159)

WETLANDS

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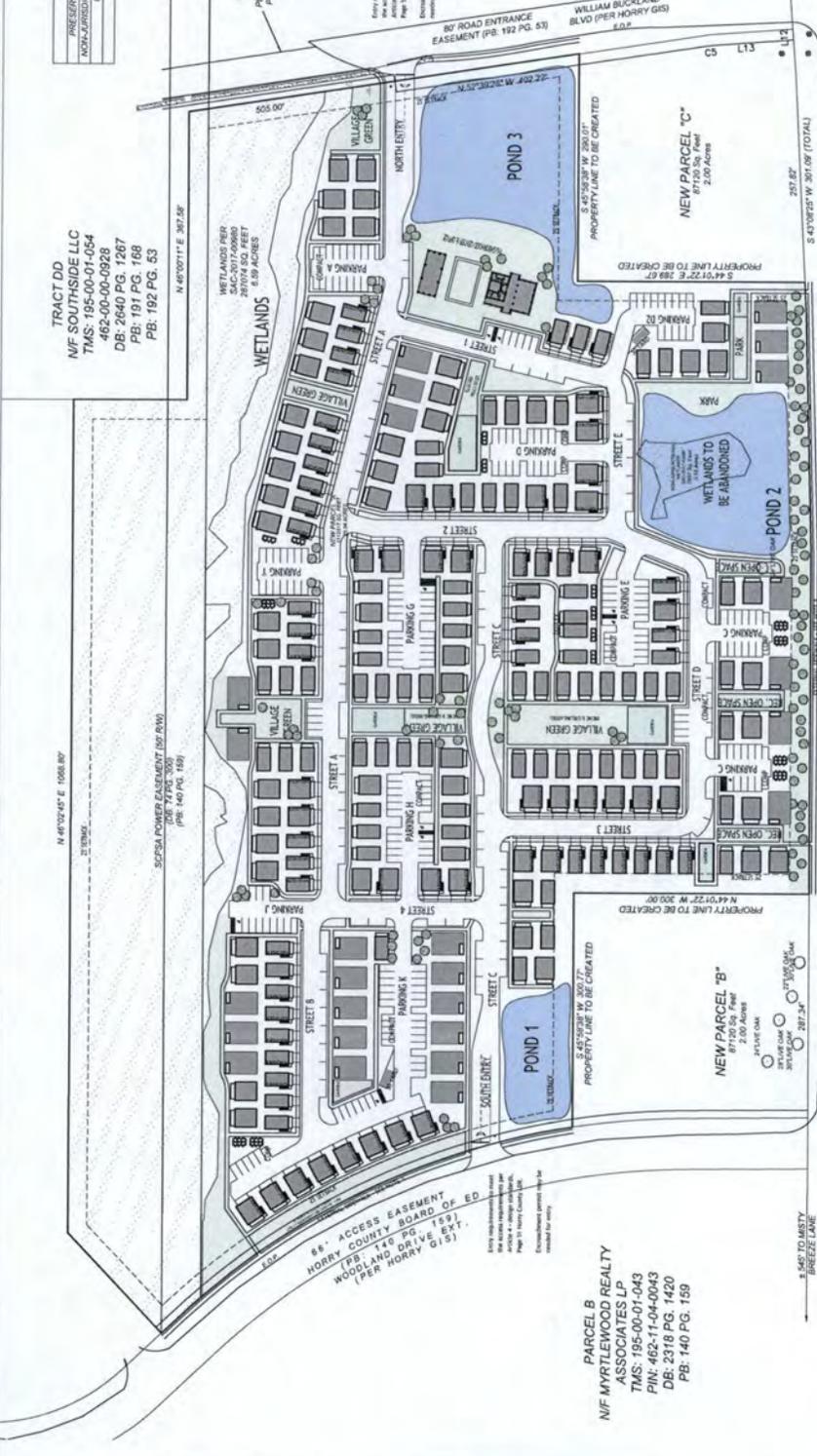
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SEE NOTE 2

U.S. HWY 17 BUSINESS
 (PUBLIC ROW VARIES)

NEW PARCEL A
 35,542 sq. ft.
 0.81 Acres

NEW PARCEL B
 87,200 sq. ft.
 2.00 Acres

NEW PARCEL C
 87,200 sq. ft.
 2.00 Acres

WILLIAM BUCKLAND
 BLVD (PER HORRY GIS)

86' ACCESS
 ROAD R/W
 (PB: 197 PG. 168)
 (PB: 192 PG. 53)

86' ACCESS
 ROAD R/W
 (PB: 197 PG. 168)
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86' ACCESS
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Area	Sq. Feet	Acres
NEW PARCEL A	35,542	0.81
NEW PARCEL B	87,200	2.00
NEW PARCEL C	87,200	2.00
WETLANDS TO BE ABANDONED	287,073	6.59
WETLANDS TO BE PRESERVED	29,073	0.66
TOTAL	1,106,303	25.30

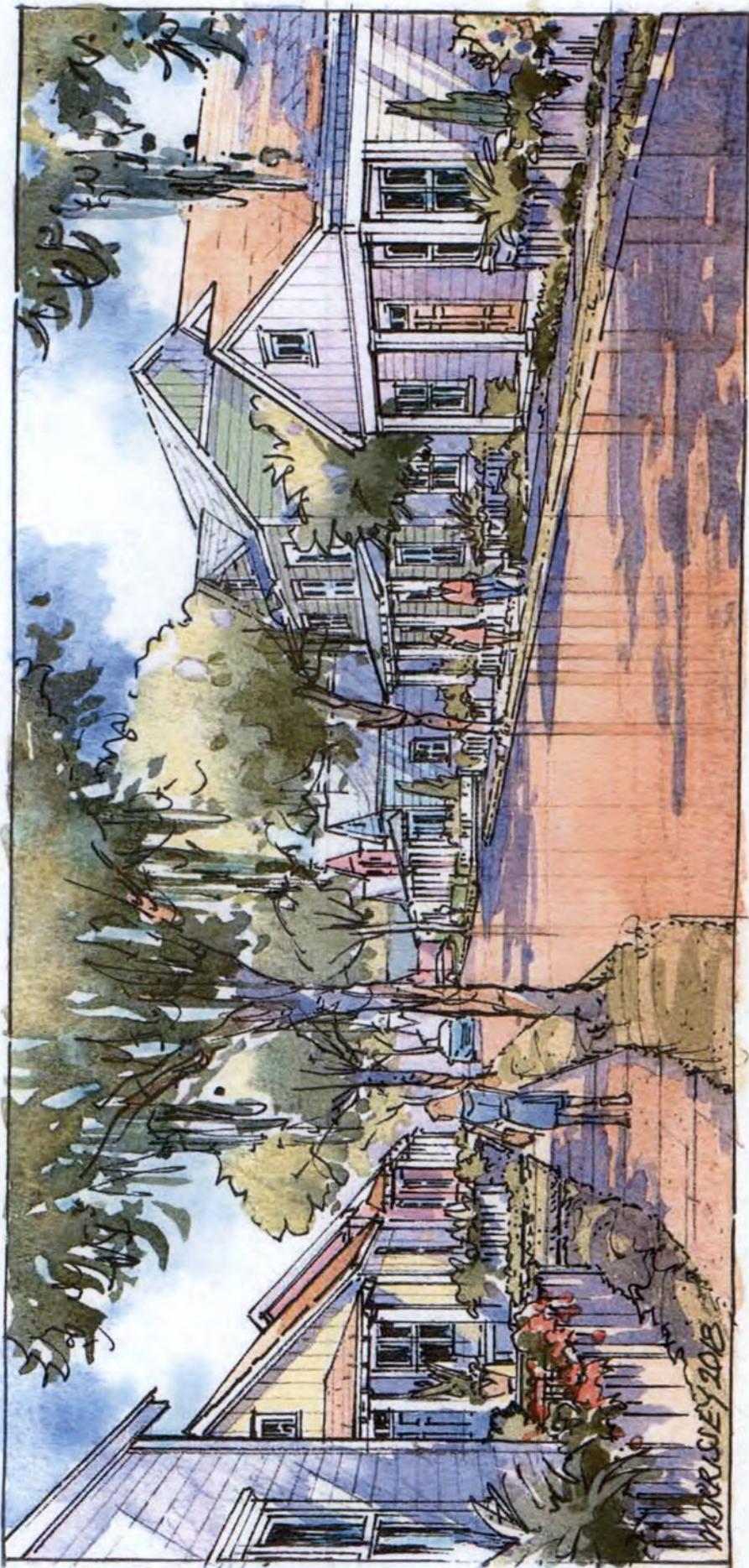
- 1. Single unit detached & duplex units may be used. Ratio of single & duplex will be at the discretion of the property owner. Maximum number of units will not exceed 221 units.
- 2. No. of Units: 221
- 3. No. of Parking Spaces: 460
- 4. Height restricted to 40' max.
- 5. 140 standard parking spaces
- 6. 3x compact parking spaces
- 7. 164 park-outer spaces

- 1. U.S. HWY 17 BUSINESS (PUBLIC ROW VARIES)
- 2. OPEN SPACES: 138,125 sq. ft.
- 3. TOTAL OPEN SPACE REQUIRED: 55,250 sq. ft.
- 4. -ACTIVE OPEN SPACE REQUIRED: 287,073 sq. ft. (65,250 sq. ft.)
- 5. JURISDICTIONAL WETLANDS & BUFFER (CAN COMPLY TOWARDS HALF OF RECREATIONAL COMPONENT): 24,700 sq. ft.
- 6. COMMUNITY CENTER: 35,400 sq. ft.
- 7. VILLAGE GREENS - PICNIC & OUTDOOR GRILLING/CHILDREN'S PLAY AREAS: 55,400 sq. ft.
- 8. RECREATIONAL OPEN SPACES
- 9. SUSTAINABLE DSVY. CRITERIA:
 - 1. COMMUNITY GARDENS - 8,640 if required - 8,950 if provided
 - 2. 4-6' BIENIAUX
 - 3. 100% INCREASE IN ACTIVE RECREATIONAL SPACE



PARCEL B
 N/F MYRTLEWOOD REALTY
 ASSOCIATES LP
 TMS: 195-00-01-043
 PIN: 462-11-04-0043
 DB: 2318 PG. 1420
 PB: 140 PG. 159





MORRISSEY 2013











