



Horry County Council

Johnny Gardner
Chairman

Harold 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
Vice Chairman

Danny Hardee
District 10

Al Allen
District 11

Patricia S. Hartley
Clerk to Council

(843) 915-5120
(843) 915-6120 Fax

The May 5th Council Meeting will take place virtually and will be broadcast on the Horry County Government website as well as the Government Access Channel (Spectrum/Time Warner channel 1301 or Horry Telephone Cooperative channel 14).

IMPORTANT NOTICE CONCERNING PUBLIC COMMENT

Members of the public will have an opportunity to provide public comment via telephone on the items having public hearing. **You must sign up in advance to speak on public hearing by noon on Tuesday, May 5, 2020.** You can sign up by calling Pat Hartley in the Council Office at (843) 915-5120, or by emailing hartleyp@horrycounty.org. You can also provide written comments to be provided to each Council member at the same email, hartleyp@horrycounty.org.

Public Hearings that are scheduled for May 5 include:

The following Ordinances to approve the request to amend the official zoning maps:

Ord 29-2020 Chris Barnhill, agent for J2CK Investments LLC

Ord 30-2020 Paul & Judy Himmelsbach

Ord 31-2020 Dennis Allan, agent for Eureka Jordan

Ord 36-2020 Gerald Gore

Ord 37-2020 Spartina Land Surveying, agent for Hartland Properties LLC

Ord 38-2020 Earthworks Group, agent for WCH Properties II, LLC

Ord 18-2020 Venture Engineering, agent for KTAD Holdings LLC

Ord 39-2020 Steve Alger, agent for The Jackson Companies, Sayebrook PDD Amendment

Ord 40-2020 Earthworks Group, agent for MC & WKM LLC

Ord 41-2020 John Thomas, agent for James Paul Rowe

Ord 42-2020 DRG LLC, agent for Jane Edge

Ord 43-2020 Worldview Ministry International, dba North Strand Housing Shelter

Ord 24-2020 David Marlowe

Ord 44-2020 Mickey Wayne Howell

Ordinance 34-2020 to amend the FY 2020 budget ordinance so as to recognize various revenue and expenditures in the General, Fire, Beach Renourishment, and Capital Improvement Projects funds.

The Public Input segment that is held at the beginning of each meeting has been suspended. It will be reactivated when the County can again accommodate the public in Council Chambers.

Regular Council Meeting
May 5, 2020 – 6:00 p.m.
Virtual Meeting, Conway, SC

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| A. Call to Order | Johnny Gardner, Chairman |
| B. Invocation | Mr. Prince |
| C. Pledge of Allegiance | Mr. Loftus |
| D. Public Input (Suspended until further notice) | |
| E. Approval of Agenda Contents | |
| F. Approval of Minutes: Regular Meeting, April 21, 2020 | |
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G. CONSENT AGENDA

1. Third Reading – **Ordinance 16-2020** approving & authorizing the county administrator to sell an approximate 2-acre parcel of undeveloped property located within the Cool Springs Industrial Park. (Favorable, Administration Comm)
2. Third Reading – **Ordinance 17-2020** approving & authorizing the county administrator to sell an approximate 3.65-acre parcel of undeveloped property located within the Cool Springs Industrial Park. (Favorable, Administration Comm)
3. Third Reading – **Ordinance 23-2020** amending the FY 2020 budget ordinance so as to recognize various revenue & expenditure in the waste management recycling fund. (Favorable, Administration Comm)
4. First Reading – **Ordinance 45-2020** to amend the zoning ordinance to establish the Mining Floating Zone and standards thereof. (NOTE: The County intends to hold public hearings with respect to this rezoning action on June 4, 2020 in front of the Planning Commission, and on June 16, 2020 at Second Reading of this Ordinance by County Council.)
5. **Resolution R-44-2020** authorizing the county administrator to submit amendments to the US Department of Housing & Urban Development 2019-2020 Annual Action Plan to allocate supplemental funds toward Emergency Solutions Grant Covid-19. (Not reviewed by Administration Committee)
6. **Resolution R-45-2020** to adopt and submit the Horry County HOME Consortium Housing & Community Development 2020-2021 Annual Action Plan to the US Department of Housing & Urban Development. (Not reviewed by Administration Committee)
7. **Resolution R-46-2020** authorizing the county administrator to submit substantial amendments to the US Department of Housing & Urban Development to amend the 2016-2020 Consolidated Plan, Citizen Participation Plan, and reallocate funding and amend projects in Program Years 2016-2-17, 2017-2018, 2018-2019, and 2019-2020. (Not reviewed by Administration Committee)
8. Community Rating Services Hazard Mitigation Progress Report. (For information only, no action needed)
9. Board Appointments: Reappointment of Burnett Owens to the Planning Commission (Mr. Vaught); appointment of Pamela Dawson to the Planning Commission (Mr. Loftus); appointment of Robert Ziegler to the Parks & Open Space Board (Mr. Loftus)

H. PRESENTATIONS / RESOLUTIONS

10. **Resolution R-43-2020** declaring the cancellation of Spring Bike Rally activities in the unincorporated area of the county, and directing the administrator to take all action in accordance therewith.

I. READING OF ORDINANCES

11. Second Reading and Public Hearing on the following Ordinances to approve the request to amend the official zoning maps:
 - Ord 29-2020** Chris Barnhill, agent for J2CK Investments LLC (Mr. Hardee)
 - Ord 30-2020** Paul & Judy Himmelsbach (Mr. Hardee)
 - Ord 31-2020** Dennis Allan, agent for Eureka Jordan (Mr. Allen)
 - Ord 36-2020** Gerald Gore (Mr. Worley)
 - Ord 37-2020** Spartina Land Surveying, agent for Hartland Properties LLC (Mr. Worley)
 - Ord 38-2020** Earthworks Group, agent for WCH Properties II, LLC (Mr. DiSabato)
 - Ord 18-2020** Venture Engineering, agent for KTAD Holdings LLC (Mr. Servant)
 - Ord 39-2020** Steve Alger, agent for The Jackson Companies, Sayebrook PDD Amendment (Mr. Crawford)
 - Ord 40-2020** Earthworks Group, agent for MC & WKM LLC (Mr. Crawford)
 - Ord 41-2020** John Thomas, agent for James Paul Rowe (Mr. Bellamy)
 - Ord 42-2020** DRG LLC, agent for Jane Edge (Mr. Prince)
 - Ord 43-2020** Worldview Ministry International, dba North Strand Housing Shelter (Mr. Prince)
 - Ord 24-2020** David Marlowe (Mr. Prince)
 - Ord 44-2020** Mickey Wayne Howell (Mr. Allen)

12. Second Reading and Public Hearing – **Ordinance 34-2020** to amend the FY 2020 budget ordinance so as to recognize various revenue and expenditures in the General, Fire, Beach Renourishment, and Capital Improvement Projects funds.
13. First Reading – **Ordinance 27-2020** to approve the request of Rigoberto Lomeli, Jr. to amend the official zoning maps. (Mr. Prince) **Planning Commission recommends disapproval.**

J. MEMORIAL DEDICATIONS:

K. UPCOMING MEETINGS – Dates/times subject to change:

<u>Council Meetings</u>	<u>I&R Committee</u>	<u>Public Safety Committee</u>	<u>Administration Committee</u>	<u>Transportation/ EDC Committee</u>
May 5 & 19, 6pm	May 26, 9am	May 12, 9am	May 26, 2pm	May 12, 2pm

- L. **EXECUTIVE SESSION:** To receive legal advice relating to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege.

Vote, if any, on matters discussed in Executive Session.

ADJOURN

MINUTES
HORRY COUNTY COUNCIL
VIRTUAL MEETING
April 21, 2020
6:00 p.m.

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

MEMBERS ABSENT:

OTHER REMOTE PARTICIPANTS: Pat Hartley; Steve Gosnell; Randy Webster; Arrigo Carotti; Barry Spivey; David Gilreath; 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. Chairman Gardner called the roll and it was determined that all Council Members were remotely participating in the meeting.

INVOCATION: Mr. Vaught gave the invocation.

PLEDGE: Mr. Servant led in the pledge.

PUBLIC INPUT: None.

APPROVAL OF AGENDA CONTENTS: Mr. Vaught moved to approve agenda contents, seconded by Mr. Loftus. The motion was unanimously passed.

Mr. Hardee moved to reconsider Ordinance 12-2020, seconded by Mr. DiSabato. Chairman Gardner stated that it was a motion to reconsider Ordinance 12-2020 from the last Council meeting. It was a motion to amend and subsequently a motion to defer to the I&R Committee. That motion passed and Ordinance 12-2020 was sent back to the I&R Committee. They currently had a motion to reconsider that and a second.

Mr. Loftus asked if there would be any discussion.

Mr. Prince asked if it was brought back to the Council ready to approve.

Mr. DiSabato said the purpose to reconsider the motion was to send it to the I&R Committee and then reconsider Mr. Vaught's initial motion to amend it and debate that and vote on that.

Chairman Gardner said he thought he was right but currently they needed to ask Mr. Loftus if he wanted to have a debate on the motion to reconsider. If they wanted to debate after it passed, (inaudible).

Mr. Loftus said he would like to debate his memory and refresh it on what Ordinance 12-2020 was. What was the ordinance?

Chairman Gardner said that it was a landscape ordinance and the part of the ordinance that was in contention was the berm, the slope on the berm. There was a motion to amend that on the dais that went sideways and they ultimately had a motion to defer it to the I&R Committee for (inaudible). It had been determined since then that I&R had done (inaudible). The motion that day was to bring that back to raise... If it needed to be amended on the slope it would be discussed if there was a motion for that or if the main motion needed to be passed, there could be some discussion about that. Currently, they needed to discuss further about whether or not the motion to reconsider needed (inaudible) a vote and discuss further or they could go ahead and have their vote. He asked if there was any further discussion and there was none. **The motion to reconsider was unanimously passed.**

Mr. Vaught moved to amend Ordinance 12-2020 to change the slope of the berms if a developer chooses to use a berm to change the minimum required slope to 2 to 1 from the 3 to 1 as presented in the ordinance, seconded by Mr. DiSabato. The motion to amend was passed with Mr. Howard voting Nay.

Mr. Vaught moved to approve Ordinance 12-2020 as amended. The motion was passed with Mr. Howard voting Nay.

Mr. DiSabato stated that he wanted to go on record and say that he had to step away from the budget retreat the previous Friday for a personal reason. He thought they would be coming back from lunch to vote on the first reading of the budget. Council was so efficient that they got the reading done before lunch so he never got a change to formally cast his vote for the budget on the record. He wanted to let the record know that he would have voted in favor for all four actions requested at the end of the budget retreat the previous Friday.

APPROVAL OF MINUTES: Regular Meeting, March 10, 2020: **Mr. Vaught moved to approve the Regular Meeting, March 10, 2020 meeting minutes, seconded by Mr. Allen. The motion was unanimously passed.**

Ratification of the cancellation of regular Council meetings on March 24, 2020 and April 7, 2020. Chairman Gardner stated that these meetings were cancelled because of the Covid-19 Coronavirus and the uncertainty and lack of information being provided statewide. Mr. Vaught moved to ratify, seconded by Mr. Loftus. The motion was unanimously passed.

APPROVAL OF CONSENT AGENDA: **Mr. Vaught moved to approve, seconded by Mr. Howard. The consent agenda was unanimously passed.** The consent agenda consisted of the following:

Third Reading – **Ordinance 113-19** to approve the request of South Causeway Builders LLC to amend the official zoning maps.

Third Reading – **Ordinance 15-2020** expressing the intent of Horry County Council to declare Horry County as a sanctuary county for Second Amendment rights.

First Reading of the following Ordinances to approve the request to amend the official zoning maps:

Ord 28-2020 G3 Engineering, agent for Aldi NC LLC; **Ord 29-2020** Chris Barnhill, agent for J2CK Investments LLC; **Ord 30-2020** Paul & Judy Himmelsbach; and **Ord 31-2020** Dennis Allan, agent for Eureka Jordan.

First Reading of the following Ordinances to approve the request to amend the official zoning maps:

Ord 36-2020 Gerald Gore; **Ord 37-2020** Spartina Land Surveying, agent for Hartland Properties LLC; **Ord 38-2020** Earthworks Group, agent for WCH Properties II, LLC; **Ord 18-2020** Venture Engineering, agent for KTAD Holdings LLC; **Ord 39-2020** Steve Alger, agent for The Jackson Companies, Sayebrook PDD Amendment; **Ord 40-2020** Earthworks Group, agent for MC & WKM LLC; **Ord 41-2020** John Thomas, agent for James Paul Rowe; **Ord 42-2020** DRG LLC, agent for Jane Edge; **Ord 43-2020** Worldview Ministry International, dba North Strand Housing Shelter; **Ord 24-2020** David Marlowe; and **Ord 44-2020** Mickey Wayne Howell.

Resolution R-27-2020 declaring a service weapon as surplus property and making it available to a retiring police officer.

Resolution R-28-2020 authorizing the Police Department to submit and accept, if awarded, the SC Office of the Attorney General Victims of Crime Act grant not to exceed \$250,000.

Resolution R-29-2020 recognizing April as Fair Housing Month.

Resolution R-30-2020 proclaiming April as Zero Tolerance for Litter Month.

Resolutions accepting dedication of the road and drainage in the county road system: (Not reviewed by I&R Comm)

R-31-2020 57th Place Phase 4

R-32-2020 Brookberry at The Farm

R-33-2020 Clear Pond

R-34-2020 Timberlake at The Farm Phase 2A

R-35-2020 Timberlake at The Farm Phase 2B

R-36-2020 Berkshire Forest Block 4

R-37-2020 Forestbrook Estates Phase 2A

R-38-2020 Forestbrook Estates Phase 2B

Resolution R-40-2020 authorizing the 15th Circuit Drug Enforcement Unit to accept, if awarded, the SC Dept of Public Safety Drug Enforcement Unit Technology Specialists Grant not to exceed \$144,374.

Resolution R-41-2020 authorizing the 15th Circuit Solicitor's Office to accept, if awarded, the SC Office of the Attorney General Violence Against Women-Interpersonal Violence Investigator Grant not to exceed \$132,948.

Resolution R-42-2020 authorizing the 15th Judicial Circuit to accept, if awarded, the SC Office of the Attorney General Victims of Crime Grant not to exceed \$396,423.

Approval of Community Benefit Fund allocations:

CBF 17-2020 \$5,000 to Mt. Vernon Youth Development Group for promotion of outdoor recreation/educational programs. (Mr. Hardee)

CBF 18-2020 \$20,000 to Loris Historical Society for renovations to the former State Theater. (Mr. Prince)

CBF 19-2020 \$1,000 to Carolina Forest High School for We The People team competition. (Mr. Hardee)

CBF 20-2020 \$7,000 to Phoenix Renaissance for the Summer Youth Program activities. (Mr. DiSabato)

PRESENTATIONS / RESOLUTIONS:

Resolution R-43-2020 declaring the cancellation of Spring Bike Rally activities in the unincorporated area of the County, and directing the county administrator to take all actions in accordance therewith.

Mr. Carotti said that when this was drafted the forecast and projections were the way we read them in the second and fourth Whereas, but they were constantly evolving and changing daily so (inaudible) allow the second paragraph just to read that they had now approximately 200 positive cases of Covid-19 in Horry County. It was projected that they had over 200. He believed that day it was 189 and the fourth paragraph of the University of Washington had changed its projected peak dates repeatedly so he had stricken that. He would ask Council to consider the language that the virus was going to or had peaked at some point and the down side curve though, together with its negative effects on the provision of public services likely, would be experienced for months afterwards with the possibility of resurgence unless continued precautions and care are exercised. Those opposed to designating an actual peak date because it changes daily by the University of Washington's projection, he just make it more general language and that he would ask Council to consider when whether they were going to adopt this resolution or not. Mr. Webster could give the underlying reasons for the concern about having the biker rallies rescheduled before the fall.

Mr. Webster said as things had progressed with the Coronavirus and all the issues they were being faced with and confusion in a lot of areas, this was one of them. They were getting inputs on how to handle the spring and fall rallies. Most of the rally organizers or businesses that conduct the rally had pulled their special event permits out and were moving them to the fall. There had some discussion along the way of trying to organize an additional rally in July as a makeup of the spring rally along with the fall rally. To put some context to that so they would understand what they were faced with for the public safety side was currently any given year they had had three rallies and (inaudible) have three rallies and use ATAX money to cover their expenses which was a good amount of money each year. With the change from Atlantic Beach two weeks ago to announce their Memorial Day weekend now moving to Labor Day weekend and the continuation of that into the next year. Currently they were faced with four rallies in the fiscal year with the Atlantic Beach rally moving to Labor Day if they continued to have it again next Memorial Day weekend. They had two in May, one in the fall, and now they would have one Labor Day. There had also been some discussion within the community that they had seen where there was a possible desire to have a July rally from the Harley Davidson side similar to the spring rally maybe as a postponement of that rally moved to July. The point was there would be five rallies that they would have to work through in one fiscal year with ATAX money that they didn't have. They didn't know what their ATAX money would be this year so the strain would be significant. They would do whatever Council desired if there was no change in all of this. What the resolution was looking for was to cancel the spring rally and move that to fall and have a fall rally. They couldn't control the Labor Day weekend rally. It was not theirs to control. The dates they had been able to control were these other two. He wanted to bring that to their attention because it was a significant impact that they would have to cover in some way on the law enforcement and fire/rescue/EMS in order to support the public safety piece of those rallies. Moving from a normal of three and now at four, possibly five was an astronomical strain on the budget.

Mr. Vaught asked if moving the Atlantic Beach rally to Labor Day weekend was a permanent change. That was the way he understood it so that there wouldn't be two rallies. There would be one rally in September instead of May which would simplify things for them and everybody.

Mr. Webster said he didn't know that to be the case. He had not heard that or been advised of that. Because of that he didn't know what to expect. If they would try to come back and do it Memorial Day again next and get back on the same (inaudible). That was the only concern that he had was the potential five rallies. The resolution would allow them to cancel the spring rally and ask for the fall rallies (inaudible) Labor Day that they can't control. That was the concern.

Mr. Vaught stated that he thought it was a good idea and **he moved to approve, seconded by Mr. Allen.**

Mr. Loftus told Mr. Webster that they had enough going on in July without having a Harley rally. Had there been any discussion with the Harley people?

Mr. Webster said there had been some discussion engaged and then try to have them come together and coordinate a fall rally that would be a combination of the spring and fall rallies. There had been some discussion on different dates for the fall rally. They had not heard back yet from those discussions that were taking place so he didn't have anything clear or any clarity except for what they knew at this point.

Mr. Worley said there was some discussion about the July 13 – July 19. Had that group not said anything to him about it?

Mr. Webster said so far they had reached out to ask how the county would feel about July but at the time they talked about it they didn't know what July would be like. Things had changed in the last few days where they thought they were going with the Covid-19 virus but they would still have to come back in and apply for a special event permit. It would have to be reviewed. They didn't know what other events would be going on to try to make up for lost revenues during that time either. Nothing officially had been asked (inaudible).

Mr. Carotti stated that he had spoken with the Myrtle Beach Harley Davidson's attorney, Phil Schoonover. He was a proponent of rescheduling the entire spring rally to October. There were smaller groups, one in particular that was looking to July, but Mr. Schoonover was by far the biggest player and he was okay with not having any rally until October.

Mr. Worley asked who the biggest player was.

Mr. Carotti said Myrtle Beach Harley Davidson, Phil Schoonover.

Mr. Worley said that was not what he had heard. The way he understood this resolution was basically cancelling out the spring and moving to Labor Day, correct?

Chairman Gardner said not Labor Day but October.

Mr. Worley wanted to talk about the black biker rally first. What was the deal on that?

Mr. Webster said they didn't really know outside the fact that Atlantic Beach moved the date officially to Labor Day for this year. That was all they knew for certain. They had no control over that (inaudible). They really didn't know what to expect.

Mr. Worley asked if they had had no discussion so far with the Harley people other than Myrtle Beach Harley Davidson.

Mr. Webster said they had reached out and asked what they wanted to do or would be able to support but at the time of that they were neck deep into this emergency so they said they would not be able to give them any guidance at this point. They did know that they had all pulled their special event permits for the May rally already.

Mr. Worley asked if he thought they were getting ahead of themselves until they find out what they really wanted.

Mr. Webster said all they knew for certain was that they had not asked or applied for any special event permits yet but they had inquired about a July rally, a couple of them had. That was the last they had heard from them on that particular issue. The resolution allowed them to move forward with cancelling the spring rally and allowing the fall rallies to continue. That was where they were with the actual resolution. They would work through those issues as they come forward, if they did.

Mr. Worley asked when this was moving the Harley Rally to.

Mr. Webster said it was just cancelling the spring and keeping the fall.

Mr. Worley verified it was in October and Mr. Webster said that was correct.

Mr. Webster said it did not address the Atlantic Beach Rally at all.

Mr. Vaught said that the other group of Harley Davidson people, he told Mr. Worley that when they were growing up that used to be put on by the North Carolina Harley Davidson Dealers Association and Mr. Worley said that was correct. Mr. Vaught said they used to be a pretty strong presence in that thing, he didn't know if they were now or not.

Mr. Worley said they were somewhat but he thought the group that was really calling the shots was the group of vender locations. There must be a dozen on the south end. He thought someone needed to get with them and find out what they wanted to do before they did anything on this resolution. That was his opinion.

Mr. Vaught asked Mr. Carotti if the Myrtle Beach Harley Davidson's attorney represented their wishes.

Mr. Carotti said not the entire biker community. His understanding was the biggest component had historically been Phil Schoonover and Myrtle Beach Harley Davidson and he reached out to him to indicate that first of all he would like to discuss what dates in late September, October would be most beneficial for the fall rally to occur but also to convey to him that Mr. Schoonover did not want a biker rally in July and was absolutely content with cancelling with spring bike rally and having the next bike rally be in late September or mid-October, a fall bike rally instead.

Mr. Worley said that was not what he was hearing. He just wanted to make sure they didn't... He told Mr. Servant that was his area and he said those people would be up in arms if they didn't have an opportunity to speak on this resolution before they passed it.

Mr. Servant said he had received correspondences from a few of the vender locations, some of the bars as well as Myrtle Beach Harley Davidson, and it seemed to him that they weren't all on the same page yet. It was tough for them to target a date this summer when they didn't even know if they would be open for accommodations currently with dealing with the coronavirus. He thought the best thing to do was get staff together to get with the vender operators that were located in his district and Mr. Loftus' district up the coast and see if they could come to a consensus as a community on a future date if that was even possible with their police force and mobilizing on the county's end. That was the latest from what he had been able to hear.

Mr. Worley said he thought they needed to give them an opportunity to express their views and then they could vote the way they wanted to vote.

Mr. Servant said he didn't disagree and asked Chairman Gardner to instruct staff to reach out to the vender operators. There was only about 12 of them and see if they have come up with a collective date for an agreement as a whole on how they would like to proceed.

Mr. Loftus said he didn't think they should encourage the July date. They would be just coming off this down time and they didn't need Harleys in here taking away from the summer visitors. That was just his opinion. Fall was great but in the summer time right in the middle of everything else...

Chairman Gardner said that was a good point. They traditionally had had two dates for the Harley motorcycles. They had the spring and the fall. The county had helped control that by vender permits and those time frames during the year worked

out good because they didn't have as big a crowd as July. That was not as taxing on law enforcement. He told Mr. Loftus he was right. They were coming off the Covid-19 and hopefully would be celebrating with the tourists coming back into town. They would have law enforcement out there doing what they do in the summer time. They had ATAX troubles and all kinds of revenue issues. It may not be logistically the right time of doing it but the other thing was if they start moving these motorcycle rally dates around, they would never have the control over it because it could be moved for anything including a rain storm or somebody couldn't make it one day or one of the other state vendors had theirs at a different time, a hurricane or all kinds of things happening. He liked the idea of having it at a set time so that everybody knows when it is. If they lose that because of a rain storm or hurricane or something then hopefully they would get it back the next year. He didn't know if they should start moving the goalpost at this junction but that was his two cents.

Mr. Loftus said he totally agreed.

Mr. Worley said that was a good reason for having those folks involved and tell them what the deal was.

Mr. Vaught moved to defer until they had more information from the vendors that Mr. Servant was talking about and get some consensus. He suggested Mr. Carotti work with Mr. Schoonover to find out what the consensus was among those groups and then bring this resolution back, **seconded by Mr. Servant. The motion to defer was unanimously passed.**

READING OF ORDINANCES:

Third Reading – **Ordinance 06-2020** to approve the request of John Russell Davis to amend the official zoning maps. **Mr. Allen moved to approve, seconded by Mr. Howard. The motion was unanimously passed.**

Second Reading and Public Hearing – **Ordinance 16-2020** approving & authorizing the county administrator to sell an approximate 2-acre parcel of undeveloped property located within the Cool Springs Industrial Park.

Second Reading and Public Hearing – **Ordinance 17-2020** approving & authorizing the county administrator to sell an approximate 3.65-acre parcel of undeveloped property located within the Cool Springs Industrial Park.

Second Reading and Public Hearing – **Ordinance 23-2020** amending the FY 2020 budget ordinance so as to recognize various revenue & expenditure in the waste management recycling fund.

Mr. Vaught moved to approve the three above-referenced ordinances, seconded by Mr. Howard. There was no public input on the three above-referenced ordinances. The motion was unanimously passed.

First Reading – **Ordinance 27-2020** to approve the request of Rigoberto Lomeli, Jr. to amend the official zoning maps. **Planning Commission recommends disapproval.** **Mr. Prince moved to defer until the next Council meeting, seconded by Mr. Vaught. The motion to defer was unanimously passed.**

OLD / NEW BUSINESS:

Approval of the League of Cities' nominees to the Solid Waste Authority Board of Directors: Reappointment of Michael Hughes and appointment of Carlisle Berry. **Mr. Worley moved to approve, seconded by Mr. Prince. The motion was unanimously passed.**

ANNOUNCEMENTS: None.

MEMORIAL DEDICATION: Randy Smith; Walt Standish; Joe W. Graham; Laurie Ann Fowler; Jimmy Day; Jean Avant Dorman; Eunice Hickman; Tommy Dunaway; A. O. Hardee; Seth Squires; Gilbert Lewis; Brenda Graham; Frankie Martin; Debbie Godbolt; Ronald Norris; Wallace Bruton; Taylor Mitcheltree; George Johnson; and George Hill.

UPCOMING MEETINGS: Regular Council meetings – May 5 & 19, 6:00 p.m.; I & R Committee – Apr 28, 9:00 a.m. (Cancelled); Public Safety Committee – May 12, 9:00 a.m.; Transportation/Econ Dev Committee – May 12, 2:00 p.m.; and Administration Committee – Apr 28, 2:00 p.m. (Cancelled).

EXECUTIVE SESSION: Receipt of legal advice relating to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege. **Mr. Vaught moved to enter into executive session, seconded by Mr. Worley. The motion was unanimously passed. Mr. Vaught moved to exit executive session, seconded by Mr. Bellamy. The motion was unanimously passed.** Mr. Carotti said while in executive session Council received legal advice relating to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege. While in executive session no votes were taken and no decisions were made.

ADJOURNMENT: With no further business, **Mr. Prince moved to adjourn at approximately 8:23 p.m. and it was seconded. The motion was unanimously passed.** The meeting was adjourned in memoriam of Randy Smith; Walt Standish; Joe W. Graham; Laurie Ann Fowler; Jimmy Day; Jean Avant Dorman; Eunice Hickman; Tommy Dunaway; A. O. Hardee; Seth Squires; Gilbert Lewis; Brenda Graham; Frankie Martin; Debbie Godbolt; Ronald Norris; Wallace Bruton; Taylor Mitcheltree; George Johnson; and George Hill.

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

ORDINANCE 16-2020

AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SELL AN APPROXIMATE 2.00-ACRE PARCEL OF UNDEVELOPED PROPERTY LOCATED WITHIN THE COOL SPRINGS INDUSTRIAL PARK (TMS #067-00-01-124).

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...property", and by Section 4-9-30(14) to enact ordinances for the implementation and exercise of that power; and

WHEREAS, by virtue of a deed dated June 11, 2003, and recorded June 25, 2003 in Deed Book 2611 at Page 96 in the Office of the Horry County RMC, Horry County is the owner of undeveloped real property located within the Cool Springs Industrial Park near Aynor, SC [the "Property"]; and

WHEREAS, manufacturing and light-industrial uses are consistent with the intended uses for property at the Cool Springs Industrial Park, and a 2.00-acre parcel is undeveloped and available for commercial development; and

WHEREAS, Horry County Council is informed and believes that private development of the property for light manufacturing is consistent with the value and use of the property, will not impair or impede any existing operations at the Cool Springs Industrial Park, and will provide a beneficial use of the subject property for the benefit of the citizens and taxpayers of Horry County.

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. AUTHORIZATION. The Horry County Administrator, for and on behalf of Horry County, is hereby authorized to sell for light manufacturing an approximate 2.00-acre parcel of undeveloped property located within the Cool Springs Industrial Park (TMS # 067-00-01-124), subject to all existing covenants, restrictions, and easements of record, for \$20,000.00, in connection with Project Sand Dollar.

2. SEVERABILITY. If any Section, Sub-section, or part of this Ordinance shall be deemed or found to be unconstitutional or otherwise invalid, or in 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 and not be effected thereby.

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 5th day of May, 2020.

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: March 10, 2020
Second Reading: April 21, 2020
Third Reading: May 5, 2020

PURCHASE CONTRACT

THIS PURCHASE CONTRACT (this “Contract”), is entered into as of the Effective Date as hereinafter defined) by and among Horry County (the “Seller”) and [REDACTED] a SOUTH CAROLINA corporation (“Purchaser”).

Recitals

To the best of Seller’s knowledge and belief, Seller is the owner in fee simple of the Property (as hereinafter defined), subject to the Permitted Exceptions.

Seller desires to sell and Purchaser desires to purchase, Seller’s interest in the Property, subject to all of the terms and conditions of this Contract.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Seller and Purchaser, and in consideration of the above recitals and the mutual covenants set forth in this Contract, the parties hereto agree as follows:

1. **Incorporation of Recitals; Certain Definitions**

Each of the Recitals set forth above are hereby incorporated herein by this reference. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in Exhibit A attached to this Contract and hereby incorporated herein by this reference.

2. **Sale and Purchase**

- (a) Subject to the enactment of an ordinance by Horry County Council approving the sale of the Property, Seller agrees to sell, convey, and assign to Purchaser, without recourse and without representation or warranty except as expressly set forth herein, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined) on and subject to the terms and conditions set forth in this Contract, the Property.
- (b) It is the intention of the parties hereto that the Property shall be sold by Seller and purchased by Purchaser at Closing, pursuant to and in accordance with the terms and provisions of this Contract. Purchaser hereby agrees and acknowledges that it shall have no right hereunder to purchase less than the entire Property.
- (c) It is understood by and between the parties that this Contract contemplates the sale of public property, and as such, is contingent upon approval by Horry County Council via adoption of a three-reading ordinance. Any failure by Horry County

Council to approve, enact, or adopt any such ordinance shall serve to terminate this Contract, and any earnest money funds placed into escrow hereunder shall be returned to Purchaser.

3. **Purchase Price, Independent Contract Consideration, and Earnest Money**

- (a) The purchase price ("**Purchase Price**") to be paid by Purchaser to Seller for the Property is two (2) acres for Twenty Thousand Dollars (\$20,000.00).
- (b) The Purchase Price shall be payable in cash or via federal funds wire transfer at the Closing (as hereinafter defined).
- (c) Within two (2) Business Days after the Effective Date, Purchaser shall deliver to Roy & Casper, LLC (the "**Escrow Agent**"), to the attention of Juliet M. Casper or another escrow officer selected or approved by Seller, a copy of this Contract and the sum of Five Thousand and 00/100 Dollars (\$5,000.00) ("**Earnest Money**"), to be held in escrow pending the Closing or earlier termination of this Contract. Escrow Agent shall deposit the Earnest Money in its non-interest bearing IOLTA trust account held at a financial institution insured by the FDIC.
- (d) The Purchase Price shall not be adjusted based on any of the actual acreage shown in the property description reflected in the Survey.

4. **Documents Delivered to or Obtained by Purchaser; Review Period**

- (a) The parties acknowledge and agree that Seller shall, within five business (5) days after the Effective Date, deliver to Purchaser copies of those items listed on Exhibit G attached hereto to the extent that the same are in Seller's possession and control on or prior to the Effective Date (collectively the "**Due Diligence Materials**"). The furnishing of the Due Diligence Materials is without any representation or warranty by Seller with respect the accuracy of any of such materials, whether express or implied, or with respect to the right of Purchaser to rely on the Due Diligence Materials, all of which were prepared by third parties.
- (b) For the period of ninety (90) days following the Effective Date (the "**Review Period**"), Purchaser shall have the opportunity to review the Due Diligence Materials, to enter upon the Property (subject to the applicable terms hereof) and to perform such other reviews, investigations and inquiries as it deems appropriate in order to determine that the Property is acceptable to Purchaser in its sole discretion (collectively, the "**Due Diligence**"). Purchaser shall promptly repair any damage to the Property resulting from any physical testing and replace, refill and regrade any holes made in or excavations of any portion of the Property used for such physical testing so that the Property shall be in substantially the same condition that existed prior to such physical testing. Purchaser shall maintain or cause to be maintained, at Purchaser's expense, a policy of comprehensive general public liability insurance, with a broad form contractual liability endorsement, and with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage, automobile liability coverage including owned and

hired vehicles with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, and an excess umbrella liability policy for bodily injury and property damage in the amount of \$2,000,000.00 insuring Purchaser and its affiliates, and Seller and its affiliates as additional insureds, against any injuries or damages to persons or property that may result from or are related to (i) Purchaser's and or Purchaser's representatives or contractors' entry upon the Property; (ii) any physical testing or other activities conducted on the Property; and/or (iii) any and all other activities undertaken by Purchaser and/or Purchaser's representatives or contractors in connection with the Due Diligence, all of which insurance shall be on an "occurrence form" and with an insurance company qualified and licensed to do business in the State, and deliver a copy of a certificate evidencing the aforementioned insurance to Seller prior to the first entry on the Property. Purchaser shall have the right to terminate this Contract in Purchaser's sole discretion, for any reason or no reason at all, at any time prior to the conclusion of the Review Period upon written notice thereof to Seller, in which event the Earnest Money shall be promptly returned to Purchaser by Escrow Agent and neither party shall have any further liability or obligation hereunder (except for any indemnification and other obligations that may survive any termination hereunder).

- (c) Intentionally Omitted.
- (d) Purchaser shall defend, indemnify, and hold harmless Seller, the members and affiliates of Seller, and the property manager, if any, of the Property from and against all losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to any asset or otherwise) including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and reasonable attorneys' fees, resulting from the Due Diligence or the entry by Purchaser or any agents or contractors of Purchaser upon the Property, unless any of the same are caused by the gross negligence or willful misconduct of Seller. The provisions of this Section 4(d) shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Contract.

5. **Closing**

- (a) The closing of the transaction contemplated hereby (the "***Closing***") shall occur at the office of Purchaser's attorney in North Myrtle Beach, South Carolina on a mutually agreeable date occurring on or before that date which is thirty (30) days after the Review Period (the "***Closing Date***"). Time is of the essence with respect to the Closing Date and all other time periods in this Contract.
- (b) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:
 - (i) Seller shall deliver or cause to be delivered to Purchaser or Escrow Agent all of the following:

- (1) A limited warranty deed sufficient to transfer and convey to Purchaser fee title to the Property, subject to the Permitted Exceptions, pursuant to the terms and provisions of this Contract, in a form reasonably acceptable to the parties hereto and their respective counsel (the "*Deed*");
 - (2) A FIRPTA affidavit of an authorized officer of Seller;
 - (3) Such other documents as Seller, in its reasonable discretion, deems necessary or appropriate for the legal transfer of its right, title and interest in and to the Property.
- (ii) Purchaser shall deliver or cause to be delivered to Seller or Escrow Agent all of the following:
- (1) The Purchase Price in cash or immediately available wire transferred funds less the amount of the Earnest Money, which Purchaser shall cause to be delivered to Seller from the Escrow Agent, along with the balance of the Purchase Price;
 - (2) Evidence reasonably satisfactory to Seller that the person executing any documents at the Closing on behalf of Purchaser has full right, power, and authority to do so;
 - (5) Such other documents as may be reasonably requested by Seller in connection with Purchaser's acquisition of the Property.
- (c) At the conclusion of Closing, possession of the Property shall be delivered to Purchaser subject to the Permitted Exceptions.

6. **Termination, Default, and Remedies**

- (a) If Purchaser fails or refuses to consummate the purchase of the Property, or any portion thereof, pursuant to this Contract at the Closing, Seller's sole and exclusive remedy shall be to retain the Earnest Money, as full, fixed and liquidated damages, not as a penalty, the parties hereby acknowledging the difficulty of ascertaining Seller's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of such breach by Purchaser, whereupon this Contract shall terminate. Thereafter, unless Purchaser breaches or is in default of this Contract for other than a breach for failure or refusing to consummate the purchase of the Property, or any portion thereof, Purchaser and Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that Purchaser shall have no other liability or obligation for default hereunder, except for such indemnification and other obligations as may, under the terms hereof, survive termination of this Contract. In the event of any breach by Purchaser other than for Purchaser's failure or refusal to consummate the purchase of the Property, or any portion thereof, pursuant to this Contract at Closing, Seller shall retain the

Earnest Money and shall have all other rights and remedies provided hereunder at law or in equity as a result of any such breach or default by Purchaser under this Contract.

- (b) If Seller fails to consummate the sale of the Property pursuant to this Contract at the Closing or fails to perform any of Seller's other obligations under this Contract either prior to or at the Closing (which failure remains uncured for ten (10) days after receipt of written notice of such default from Purchaser) for any reason other than (i) the termination of this Contract, or (ii) Purchaser's failure to perform Purchaser's obligations under this Contract, on or prior to the Closing Date, then Purchaser shall have the right, as its sole and exclusive remedy, to terminate this Contract by giving written notice of the termination to Seller prior to or at the Closing, whereupon the Escrow Agent shall deliver the Earnest Money to Purchaser.
- (c) If either Seller or Purchaser becomes entitled to the Earnest Money upon termination of this Contract in accordance with its terms, Purchaser and Seller covenant and agree to deliver a letter of instruction to the Escrow Agent directing disbursement of the Earnest Money to the party entitled thereto. If either party fails or refuses to sign or deliver such instruction letter when the other party is entitled to disbursement of the Earnest Money such party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorneys' fees and expenses (including, without limitation, court costs and fees and expenses of expert witnesses and other professionals) incurred by the party so entitled to the Earnest Money in connection with the recovery of the Earnest Money. This obligation shall survive termination of this Contract.

7. **Seller's Covenants, Agreements, Representations, and Warranties**

- (a) Seller represents and warrants to Purchaser that:
 - (i) Seller has the right, power, legal capacity, and authority to execute and deliver this Contract and to consummate the transactions contemplated by this Contract; and
 - (ii) The individual or individuals executing this Contract and any and all documents contemplated hereby on behalf of Seller has or have the legal power, right, and actual authority to bind Seller to the terms and conditions contained in this Contract and in such documents.
- (b) Seller covenants with Purchaser as follows:
 - (i) Prior to Closing, Seller shall obtain all such written consents and approvals as may be necessary or required to permit Seller to perform its obligations under this Contract;

- (ii) Except as may be required by law or agreed to by Purchaser, Seller agrees that from the Effective Date until Closing, Seller shall not consent to or enter into any easements, mortgages or other encumbrances upon the Property;
- (iii) Seller shall notify Purchaser promptly upon receipt by Seller prior to Closing of written notice of the institution or pendency of any action, suit, or proceeding against or affecting the Property, or relating to or arising out of the ownership of such Property; and
- (iv) From the Effective Date until Closing or earlier termination of this Contract, Seller shall not (i) enter into, modify, or terminate any lease, license or other permission to occupy the Property, or (ii) permit any lease to terminate or be terminated (to the extent under the control of Seller), without Purchaser's consent, which consent shall not be unreasonably withheld by Purchaser.
- (c) Each of the representations, warranties and covenants made by Seller in this Section 7 hereof shall not merge into the Deed. After Closing, any and all remedies of Purchaser with respect to any such breach or default on the part of Seller under any such representations, warranties or covenants, shall expire, and thereafter Purchaser shall have no other remedy or recourse against Seller whatsoever.
- (d) For purposes of this Contract and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of each respective Seller only, and no others. No Seller shall be responsible for any incorrect representation by any other Seller.
- (e) Purchaser acknowledges that Seller, except as otherwise expressly provided in this Contract, gives no guarantee or warranty of any kind, express or implied, as to the physical or other condition of the Property, or to the conditions or existence of improvements, or as to the merchantability or fitness for a particular purpose as to the Property, and any implied warranty is hereby disclaimed by the Seller. Subject to any right of Purchaser to terminate this Contract as provided herein, Purchaser agrees to purchase the Property in its "AS IS" physical condition.

8. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES EXCEPT AS SET FORTH HEREIN.** PURCHASER AND SELLER EXPRESSLY AGREE THAT NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE OF SELLER, HAS MADE ANY REPRESENTATION OR WARRANTY TO PURCHASER AS TO THE PROPERTY, OR AS TO ANY MATTER RELATING DIRECTLY OR INDIRECTLY TO THE PROPERTY OR THE MATTERS ADDRESSED IN THIS AGREEMENT, UNLESS SUCH REPRESENTATION OR WARRANTY IS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER IS NOT RELYING ON ANY REPRESENTATION OF SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER, IN ENTERING INTO THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT NO AGENT OR REPRESENTATIVE

OF SELLER HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER. PURCHASER AND SELLER AGREE THAT SELLER IS SPECIFICALLY RELYING ON THIS PARAGRAPH, AND WOULD NOT ENTER INTO THIS AGREEMENT IN THE ABSENCE THEREOF. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS EXECUTED BY SELLER:(i) PURCHASER WILL ACCEPT TITLE TO THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" CONDITION; AND (ii) CONVEYANCE OF THE PROPERTY TO PURCHASER SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; AND (iii) SELLER SHALL BE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURE TO PURCHASER REGARDING ANY MATTER THAT MAY BE KNOWN TO SELLER, OR ITS OFFICERS, DIRECTORS, MEMBERS, CONTRACTORS, AGENTS OR EMPLOYEES; AND (iv) PURCHASER IS, AND AT CLOSING WILL BE, RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY SELLER OR ANY PERSON ON SELLER'S BEHALF.

9. **Condition of the Property.** Purchaser represents that:
- a) As of the end of the Inspection Period, Purchaser will have had an adequate opportunity to inspect and investigate the Property, including all physical environmental, title, survey, zoning, legal, financial, economic and operational aspects of the Property;
 - b) Purchaser's purchase of the Property will be based solely on Purchaser's investigation and inspection of the Property and the representations, warranties and covenants of Seller expressly set forth in this agreement and the closing documents and other documents executed by Seller in connection herewith (the "Transaction Documents").
10. **Purchaser's Covenants, Agreements, Representations, and Warranties**
- (a) Purchaser hereby makes the following representations, warranties and agreements:
 - (i) Purchaser represents that it has full power and authority and has taken all action necessary to authorize it to enter into and perform its obligations under this Contract and all other documents or instruments contemplated hereby. Purchaser represents and warrants that this Contract has been duly authorized, executed and delivered by Purchaser. This Contract constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms. Purchaser represents and warrants that the execution, delivery and performance of this Contract by Purchaser does not conflict with the organizational documents of Purchaser, or with any law, statute or regulation applicable to Purchaser, or any

mortgage, indenture or other contract or agreement to which Purchaser is a party. Purchaser represents and warrants that no litigation exists against Purchaser that would have a material adverse effect on the transactions contemplated by this Contract.

(ii) Intentionally Omitted.

(b) **Survival of Representations, Warranties and Covenants of Purchaser**

Each of the representations, warranties and covenants made by Purchaser in this Contract shall not merge into any Deed or other closing documents but shall survive Closing indefinitely.

11. **No Recording or Filing**

Neither this Contract nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

12. **Post-Closing Duties / Obligations**

Effective at Closing, Purchaser hereby assumes and shall undertake, comply with and discharge all duties and obligations of Seller under any applicable law, statute, ordinance, order finding, decree, rule or regulation, with respect to the Property. This Section 12 and all other Sections that contain or relate to obligations to be performed or satisfied post-Closing on the part of either Seller or Purchaser shall survive Closing.

13. **Title and Survey.**

- a) Purchaser may have the title to the property examined by a qualified professional, and obtain a Commitment (a "Title Commitment") for an Owner's Policy of Title Insurance (a "Title Policy") issued by a title insurance company selected by Purchaser; such Title Policy to name Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser will own good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. At Purchaser's option and expense, Purchaser may obtain a current survey of the Property (the "Survey"), prepared by a licensed surveyor.
- b) Purchaser shall have Ninety (90) days after the date of this Agreement (the "Approval Period") within which to obtain such title examination and survey (the "Title Commitment" and "Survey"), and approve or disapprove same and the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion (any such disapproved item or matter herein referred to as a "Title Exception"). If Purchaser fails to obtain an accurate title examination or survey, or fails to disapprove any title or survey condition which existed as of the Effective Date ("Title Exception") by written notice (which shall include a copy of the Title Commitment and Survey) delivered to Seller of Purchaser's objection to such Title Exception(s) (a "Title Objection Notice"), prior to the expiration of the Approval Period, Purchaser shall be deemed to have approved such Title

Exception(s), said Title Exception(s) shall become Permitted Exceptions, and Purchaser shall accept title to the Property and survey as they existed as of the Effective Date, and subject to the Permitted Exceptions (as defined below). Purchaser shall have no duty to object to monetary encumbrances which constitute a lien on the Property, such as mortgages, and Seller shall satisfy said monetary encumbrances at closing. Seller shall have the option to pay same from the sales proceeds at Closing. If Purchaser delivers a Title Objection Notice to Seller prior to the expiration of the Approval Period, Seller shall have the right (without any obligation to do so) to cure or attempt to cure the Title Exception(s) referenced in Purchaser's Title Objection Notice within Fifteen(15) days after Purchaser's delivery of the Title Objection Notice, or, if sooner, by the Closing Date (as hereinafter defined) (the "Seller Title Cure Period"). In the event Seller is unable to cure or elects not to cure any one or more of the Title Exception(s) referenced in the Title Objection Notice, Seller shall notify Purchaser in writing during such Seller Title Cure Period of such inability or election(s) (the "Title Exception Election Notice"). Purchaser shall have ten (10) days after such Title Exception Election Notice, or, if sooner, until Closing, to terminate this Agreement by written notice to Seller (the "Title Exception Response Notice") whereupon this Agreement shall terminate and the Earnest Money shall be returned to the Purchaser. If Seller should fail to deliver a Title Exception Election Notice to Purchaser in response to a Title Objection Notice prior to the expiration of the Seller Title Cure Period, Seller shall be deemed to have elected not to cure the Title Exception(s) referenced in the Title Objection Notice, whereupon Purchaser shall have Five (5) days after the expiration of the Seller Title Cure Period, or, if sooner, before Closing, to terminate this Agreement by providing a Title Exception Response Notice to Seller, whereupon this Agreement shall terminate and the Earnest Money shall be returned to Purchaser. Unless Purchaser notifies Seller that Purchaser has elected to terminate this Agreement within 5 days after such Title Exception Response Notice or expiration of the Seller Title Cure Period as applicable, or if sooner, before Closing, Purchaser shall be deemed to have waived such right to terminate this Agreement, and Purchaser shall take title subject to the Permitted Exceptions. The term "Permitted Exceptions," as used herein, shall mean ; (i) recorded easements, conditions, covenants, reservations, and restrictions existing at the Effective Date that Seller has not elected to cure (ii) Title Exceptions which are waived or deemed to be waived by the Purchaser in accordance with this Paragraph 13. Notwithstanding the foregoing, Title Exceptions which Seller has elected to cure as provided in this Paragraph 13 shall not constitute Permitted Exceptions unless Purchaser subsequently waives same. It is understood and agreed that the Seller has no obligation, under any circumstances, to institute any suit to correct any defects in title. Notwithstanding any other provision hereof, in the event Purchaser terminates this Agreement in accordance with the provisions of this Paragraph 13, the Escrow Agent shall refund to Purchaser the Earnest Money, and neither party shall have any further obligation hereunder, except that Purchaser's indemnity obligations set forth in this Agreement hereunder shall survive such termination.

c) The property description for the deed shall be consistent with the description contained in the deed(s) by which Seller took title to the subject property.

14. **Brokerage Commissions**

Seller and Purchaser acknowledges that Jason Ellis has represented the property at Cool Springs Park and will be due real estate commission is at Closing.

15. Intentionally Omitted.

16. **Notices**

(a) Any notice or document required or permitted to be delivered or given hereunder must be in writing and shall be deemed to be delivered when actually delivered to the recipient, or, if notice or document is sent by a recognized overnight delivery service (such as Federal Express) in accordance with the provisions of this paragraph, such notice shall be deemed given on the next business day after same is delivered to such overnight delivery service, properly addressed, delivery charges paid or account charge accepted, with instructions that said notice shall be delivered by a "next day" method of delivery. Any such overnight delivery service must offer guaranteed "next day" delivery in order to be acceptable. Any such notices shall be addressed to the parties hereto at the respective addresses set out opposite their names below:

If to Purchaser:

[Redacted address for Purchaser]

with a copy to:

[Redacted address for copy to]

If to Seller:

Phone:

Email:

with a copy to:

Cop _____

Phone:

Email:

17. **Modifications**

This Contract cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

18. **Assigns**

This Contract shall inure to the benefit of and be binding on the parties. Purchaser may not assign its rights or obligations under this Contract without the prior written consent of Seller.

19. **Effective Date**

The date on which this Contract is executed by the last to sign of the Seller and Purchaser shall be the "*Effective Date*" of this Contract.

20. **Time of the Essence**

Time is of the essence in the execution and performance of this Contract and of each of its provisions; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. In this Contract, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of South Carolina. In this Contract, the term "business day" means any day other than a Saturday, Sunday, or legal holiday.

21. **Entire Agreement**

This Contract, including the Exhibits and any escrow agreements or other similar agreements entered into by Seller and Purchaser in connection with and as contemplated by this Contract, if any, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

22. **Further Assurances**

Each party agrees that it will without further consideration execute and deliver such other documents, and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the purposes or subject matter of this Contract. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by

Seller to Purchaser with respect to the Property. If Seller agrees to cooperate or provide assistance with respect to any litigation or other disputes subsequent to the Closing at Purchaser's request with respect to the Property (other than disputes between Purchaser and Seller), then Purchaser shall, upon demand, reimburse Seller for any reasonable costs, fees, expenses (including attorneys' fees and expenses) and other amounts that Seller incurs in connection with providing such cooperation and assistance.

23. **Counterparts**

This Contract may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. Executed copies of this Contract may be delivered between the parties via e-mail.

24. **Severability**

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall nonetheless remain in full force and effect.

25. **Applicable Law**

This Contract shall be governed, interpreted, and construed under the substantive laws of the State of South Carolina (without reference to such state's conflicts of laws principles).

26. **Jurisdiction and Venue.** Any action, suit, or proceeding arising out of this Agreement or the transactions contemplated by this Agreement shall be brought exclusively in state court located in Horry County, South Carolina, and Seller and Purchaser agree that such courts are the most convenient forum for resolution of any such action and further agree to submit to the jurisdiction of such courts and waive any right to object to venue in such courts.

27. **No Third Party Beneficiary**

The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, including, but not limited to any broker described in Section 12, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

28. **Exhibits and Schedules**

The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Contract:

- (a) Exhibit A - Certain Definitions
- (b) Exhibit B - Legal Description of Property
- (c) Exhibit C - Intentionally omitted

- (d) Exhibit D - Intentionally omitted
- (e) Exhibit E - Intentionally omitted
- (f) Exhibit F - Intentionally omitted
- (g) Exhibit G - Due Diligence Materials

29. **Captions**

The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

30. **Construction**

The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto. Accordingly, this Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Whenever required by the context of this Contract, the singular shall include the plural and vice versa. When the context so requires, the neuter gender includes the feminine or masculine.

31. **Risk Of Loss**

Prior to Closing, the risk of loss shall remain with Seller. If, prior to Closing, the Property or any part thereof shall be condemned, destroyed or damaged by fire or other casualty, Seller shall promptly notify Purchaser. If the Property or any part thereof shall be condemned such that damages are in excess of an amount equal to twenty five percent (25%) of the Purchase Price or if the Property or any part thereof shall be destroyed or damaged by fire or other casualty the repair of which would cost in excess of ten percent (10%) of the Purchase Price, then, at the option of Purchaser, which option shall be exercisable, if at all, by written notice thereof to Seller within three (3) Business Days after Purchaser receives written notice of such fire, earthquake or other casualty or condemnation, this Contract may be terminated. If Purchaser elects to terminate this Contract, the Earnest Money shall be returned to Purchaser, in which event this Contract shall, without further action of the parties, become null and void, and neither party shall have any rights or obligations under this Contract, except those which expressly survive termination. In the event that Purchaser does not exercise the option to terminate the Contract set forth above, or if the condemnation or casualty is below the threshold described above, then (i) Purchaser's obligations hereunder to purchase the Property for the full Purchase Price shall apply without regard to the occurrence or effect of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, (ii) Purchaser shall have no right to terminate this Contract or reduce the Purchase Price in the event of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, (iii)

Purchaser hereby waives any right Purchaser may have at law or in equity to terminate this Contract or seek reduction of the Purchase Price on account of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, and (iv) the Closing shall take place on the Closing Date, provided, however that Seller hereby agrees that upon the Closing, there shall be a credit against the Purchase Price due hereunder equal to the amount of any condemnation awards received by Seller prior to the closing, if any, as a result of any such damage or destruction or condemnation, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such condemnation awards. If any such awards have not been collected as of the Closing, then such awards shall be assigned to Purchaser, except to the extent needed to reimburse Seller for sums expended prior to the Closing to repair or restore the Property or to collect any such proceeds or awards.

32. **Prorations; Closing Costs.**

- (a) **General Prorations.** All amounts for general real estate taxes, and any other recurring items typically prorated between Seller and Purchaser shall, except as otherwise provided herein, be prorated to 11:59 p.m. local time on the day before the Closing Date with Purchaser receiving the benefits and burdens of ownership on and after the Closing Date.
- (b) **Final Prorations.** If final prorations cannot be made at the Closing for any item subject to proration under this Section 32, then, Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available and applicable reconciliation with tenants have been completed, with final adjustment to be made as soon as reasonably possible after the Closing, and in any event not later than the date that is one hundred eighty (180) days after Closing. If either party receives any funds which belong to the other party under this Section 32, such receiving party shall pay over and/or deliver such funds to the other party (without interest thereon) within fifteen (15) Business Days after receipt.
- (c) Payments of real property taxes and assessments to the extent paid by and attributable to the period of time on or prior to the Closing Date shall be paid by Seller and Seller shall have the sole right to prosecute an appeal or claim with respect to such amounts.
- (d) **Closing Costs.** At Closing, Purchaser shall pay (a) the premium for any additional coverage in the New Title Policy above the Purchase Price and the costs of any endorsements to the New Title Policy, and the costs associated with the simultaneous issuance of an owner's and lender's title policy, (b) all fees and expenses related to Purchaser's acquisition financing, if any, and Purchaser's due diligence in general, (c) any and all applicable recording fees; (d) cost of survey, if any; (e) any inspections or other due diligence conducted by Purchaser. Seller shall pay (a) any transfer taxes, documentary stamp tax or similar tax payable by reason of transfer of the Property or any portion thereof, and (b) the costs associated with

the cancellation (and associated recording fees) of Seller financing instruments, if any. Seller and Purchaser shall each pay their respective attorneys' fees.

33. **Right to Repurchase.**

Seller reserves unto itself, its successors, or assigns, a right to repurchase the Property for the amount set forth in §3(a) above in the event that Purchaser fails to complete construction, as evidenced by issuance of a Certificate of Occupancy, of the contemplated facility as approved by the Cool Springs Committee within two (2) years of the date the deed to the Property is recorded with the Horry County Register of Deeds. This provision shall specifically survive closing.

IN WITNESS WHEREOF, this Contract is executed as of the Effective Date.

SELLER:

Horry County

By: _____

Name:

Title:

Date: _____

PURCHASER:

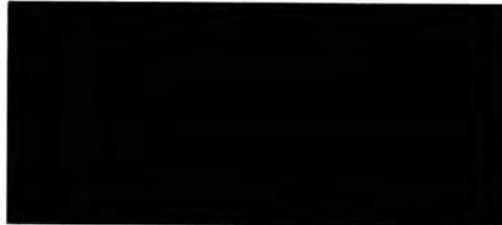


EXHIBIT A

CERTAIN DEFINITIONS

Initially capitalized terms not otherwise defined in this Contract shall have the respective meanings ascribed thereto in this Exhibit A.

“Business Day” means any day on which Seller is open for business other than a Saturday, a Sunday or a federal holiday.

“Land” means that certain real property more particularly described on Exhibit B to this Contract.

“Proforma Exceptions” means and includes all of the matters set forth as exceptions on Schedule B of the Commitment, excluding only those exceptions which Seller agrees in writing to remove.

“Property” means all of Seller’s right title and interest in and to (i) the Land, (ii) any and all buildings, improvements, and fixtures located on the Land.

“State” means the State of South Carolina.

“Title Company” means First American Title Insurance Company.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Copy of proposed survey attached

[This description to be replaced with the legal description from any new survey completed by Purchaser]

EXHIBIT C, D, E, and F

Intentionally Omitted

EXHIBIT G

DUE DILIGENCE MATERIALS

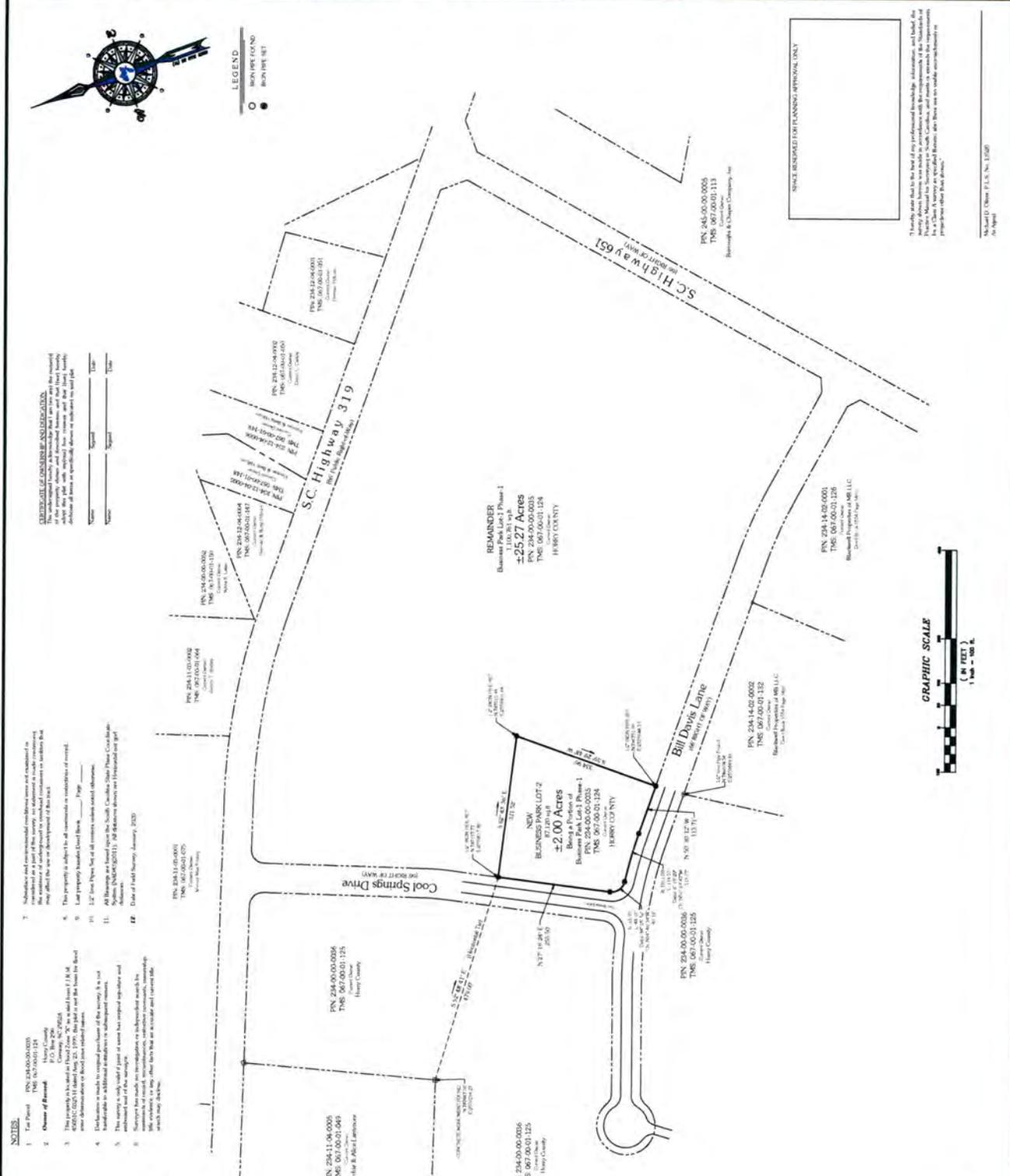
1. SITE PLANS;
2. ALTA SURVEY;
3. ENVIRONMENTAL REPORTS/STUDIES; AND
4. PROPERTY CONDITION REPORT(S).



**SUBDIVISION PLAT OF
 NEW BUSINESS PARK LOT-2 ±2.00 ACRES
 A PORTION OF PIN-234-00-0036
 MYRTLE BEACH, HORRY COUNTY, SOUTH CAROLINA
 HORRY COUNTY**



REVISION	DATE



-VICINITY MAP N.T.S.-

- NOTES:**
1. Tax Parcel: PIN: 234-00-0036
 2. Owner of Record: Horry County, P.O. Box 200, Myrtle Beach, SC 29577
 3. This property is located in Block Zone "B" in the 2014 State of South Carolina General Assessment Map. The parcel is not in the 2014 State of South Carolina General Assessment Map.
 4. The plat is subject to all covenants, conditions, and restrictions of record.
 5. The plat is subject to all easements, rights, and interests of record.
 6. The plat is subject to all other laws, ordinances, and regulations of Horry County, South Carolina.
 7. All bearings are based upon the South Carolina State Plane Coordinate System (NAD83/SCS11). All distances are in feet rounded out to the nearest foot.
 8. Date of field survey: January, 2020

- DEFINITIONS OF COMMON TERMS AND ABBREVIATIONS:**
- | Symbol | Definition |
|--------|--------------|
| ○ | MONUMENT |
| ● | NON-MONUMENT |



LEGEND

SPACE RESERVED FOR PLANNING APPROVAL ONLY

This plat was filed for the benefit of the public and is subject to the provisions of the South Carolina Subdivision Control Act, Chapter 39, Title 39, of the South Carolina Code of Laws. It is the policy of the State of South Carolina to encourage the development of land in a planned and orderly manner. The plat is subject to the provisions of the South Carolina Subdivision Control Act, Chapter 39, Title 39, of the South Carolina Code of Laws. The plat is subject to the provisions of the South Carolina Subdivision Control Act, Chapter 39, Title 39, of the South Carolina Code of Laws.



GRAPHIC SCALE
 1 inch = 100 ft.

REFERENCE:
 1. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-10.
 2. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-11.
 3. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-12.
 4. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-13.
 5. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-14.
 6. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-15.
 7. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-16.
 8. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-17.
 9. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-18.
 10. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-19.
 11. South Carolina Code of Laws, Title 39, Chapter 39, Subchapter 1, Article 1, Section 39-39-20.

Decision Memorandum

Date: January 31, 2020
Prepared by: Sandy Davis, MBREDC
Re: Cool Springs Industrial Park property—2.0 acres (TMS #067-00-01-124)

ISSUE:

The Myrtle Beach Regional Economic Development Corporation (MBREDC) has obtained an offer to purchase a 2.00-acre parcel of undeveloped property located within the Cool Springs Industrial Park for private commercial use.

DISCUSSION:

The Cool Springs Industrial Park is located near Aynor, South Carolina along Hwy. 319. The industrial park is currently the location of PTR, a large-scale gun manufacturer. MBREDC has submitted the proposed project to the Cool Springs Business Park Management Committee, and the proposed project was approved.

The proposed purchaser intends to construct a light-industrial facility, and is projecting a capital investment of \$1,000,000.00. The company has requested to purchase 2.00 acres at a price of \$10,000 per acre, for a total sales price of \$20,000.

RECOMMENDATION:

After review of the offer to purchase, consideration of the proposed use of the parcel, and completion of due diligence regarding the companies involved, MBREDC staff recommends that County Council approve, by way of ordinance attached herewith, of the entering into of a Purchase Contract with the proposed purchaser substantially similar to the terms described herein.

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

ORDINANCE 17-2020

AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SELL AN APPROXIMATE 3.65-ACRE PARCEL OF UNDEVELOPED PROPERTY LOCATED WITHIN THE COOL SPRINGS INDUSTRIAL PARK (TMS #067-00-01-125).

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...property", and by Section 4-9-30(14) to enact ordinances for the implementation and exercise of that power; and

WHEREAS, by virtue of a deed dated June 11, 2003, and recorded June 25, 2003 in Deed Book 2611 at Page 96 in the Office of the Horry County RMC, Horry County is the owner of undeveloped real property located within the Cool Springs Industrial Park near Aynor, SC [the "Property"]; and

WHEREAS, manufacturing and light-industrial uses are consistent with the intended uses for property at the Cool Springs Industrial Park, and a 3.65-acre parcel is undeveloped and available for commercial development; and

WHEREAS, Horry County Council is informed and believes that private development of the property for light manufacturing is consistent with the value and use of the property, will not impair or impede any existing operations at the Cool Springs Industrial Park, and will provide a beneficial use of the subject property for the benefit of the citizens and taxpayers of Horry County.

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. AUTHORIZATION. The Horry County Administrator, for and on behalf of Horry County, is hereby authorized to sell for light manufacturing an approximate 3.65-acre parcel of undeveloped property located within the Cool Springs Industrial Park (TMS # 067-00-01-125), subject to all existing covenants, restrictions, and easements of record, for \$36,500.00, in connection with Project Mail.

2. SEVERABILITY. If any Section, Sub-section, or part of this Ordinance shall be deemed or found to be unconstitutional or otherwise invalid, or in 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 and not be effected thereby.

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 5th day of May, 2020.

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: March 10, 2020
Second Reading: April 21, 2020
Third Reading: May 5, 2020

PURCHASE CONTRACT

THIS PURCHASE CONTRACT (this “Contract”), is entered into as of the Effective Date as hereinafter defined) by and among Horry County (the “Seller”) and [REDACTED] corporation (“Purchaser”).

Recitals

To the best of Seller’s knowledge and belief, Seller is the owner in fee simple of the Property (as hereinafter defined), subject to the Permitted Exceptions.

Seller desires to sell and Purchaser desires to purchase, Seller’s interest in the Property, subject to all of the terms and conditions of this Contract.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Seller and Purchaser, and in consideration of the above recitals and the mutual covenants set forth in this Contract, the parties hereto agree as follows:

1. **Incorporation of Recitals; Certain Definitions**

Each of the Recitals set forth above are hereby incorporated herein by this reference. Initially capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in Exhibit A attached to this Contract and hereby incorporated herein by this reference.

2. **Sale and Purchase**

- (a) Subject to the enactment of an ordinance by Horry County Council approving the sale of the Property, Seller agrees to sell, convey, and assign to Purchaser, without recourse and without representation or warranty except as expressly set forth herein, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined) on and subject to the terms and conditions set forth in this Contract, the Property.
- (b) It is the intention of the parties hereto that the Property shall be sold by Seller and purchased by Purchaser at Closing, pursuant to and in accordance with the terms and provisions of this Contract. Purchaser hereby agrees and acknowledges that it shall have no right hereunder to purchase less than the entire Property.
- (c) It is understood by and between the parties that this Contract contemplates the sale of public property, and as such, is contingent upon approval by Horry County Council via adoption of a three-reading ordinance. Any failure by Horry County

Council to approve, enact, or adopt any such ordinance shall serve to terminate this Contract, and any earnest money funds placed into escrow hereunder shall be returned to Purchaser.

3. **Purchase Price, Independent Contract Consideration, and Earnest Money**

- (a) The purchase price ("***Purchase Price***") to be paid by Purchaser to Seller for the Property is three point six five acres (3.65) acres for Thirty-Six Thousand Five Hundred Dollars (\$36,500.00).
- (b) The Purchase Price shall be payable in cash or via federal funds wire transfer at the Closing (as hereinafter defined).
- (c) Within two (2) Business Days after the Effective Date, Purchaser shall deliver to Roy & Casper, LLC (the "***Escrow Agent***"), to the attention of Roger Roy or another escrow officer selected or approved by Seller, a copy of this Contract and the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) ("***Earnest Money***"), to be held in escrow pending the Closing or earlier termination of this Contract. Escrow Agent shall deposit the Earnest Money in its non-interest bearing IOLTA trust account held at a financial institution insured by the FDIC.
- (d) The Purchase Price shall not be adjusted based on any of the actual acreage shown in the property description reflected in the Survey.

4. **Documents Delivered to or Obtained by Purchaser; Review Period**

- (a) The parties acknowledge and agree that Seller shall, within five business (5) days after the Effective Date, deliver to Purchaser copies of those items listed on Exhibit G attached hereto to the extent that the same are in Seller's possession and control on or prior to the Effective Date (collectively the "***Due Diligence Materials***"). The furnishing of the Due Diligence Materials is without any representation or warranty by Seller with respect to the accuracy of any of such materials, whether express or implied, or with respect to the right of Purchaser to rely on the Due Diligence Materials, all of which were prepared by third parties.
- (b) For the period of ninety (90) days following the Effective Date (the "***Review Period***"), Purchaser shall have the opportunity to review the Due Diligence Materials, to enter upon the Property (subject to the applicable terms hereof) and to perform such other reviews, investigations and inquiries as it deems appropriate in order to determine that the Property is acceptable to Purchaser in its sole discretion (collectively, the "***Due Diligence***"). Purchaser shall promptly repair any damage to the Property resulting from any physical testing and replace, refill and regrade any holes made in or excavations of any portion of the Property used for such physical testing so that the Property shall be in substantially the same condition that existed prior to such physical testing. Purchaser shall maintain or cause to be maintained, at Purchaser's expense, a policy of comprehensive general public liability insurance, with a broad form contractual liability endorsement, and with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily

injury and property damage, automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage, and an excess umbrella liability policy for bodily injury and property damage in the amount of \$2,000,000.00 insuring Purchaser and its affiliates, and Seller and its affiliates as additional insureds, against any injuries or damages to persons or property that may result from or are related to (i) Purchaser's and or Purchaser's representatives or contractors' entry upon the Property; (ii) any physical testing or other activities conducted on the Property; and/or (iii) any and all other activities undertaken by Purchaser and/or Purchaser's representatives or contractors in connection with the Due Diligence, all of which insurance shall be on an "occurrence form" and with an insurance company qualified and licensed to do business in the State, and deliver a copy of a certificate evidencing the aforementioned insurance to Seller prior to the first entry on the Property. Purchaser shall have the right to terminate this Contract in Purchaser's sole discretion, for any reason or no reason at all, at any time prior to the conclusion of the Review Period upon written notice thereof to Seller, in which event the Earnest Money shall be promptly returned to Purchaser by Escrow Agent and neither party shall have any further liability or obligation hereunder (except for any indemnification and other obligations that may survive any termination hereunder).

- (c) Intentionally Omitted.
- (d) Purchaser shall defend, indemnify, and hold harmless Seller, the members and affiliates of Seller, and the property manager, if any, of the Property from and against all losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to any asset or otherwise) including, but not limited to, costs of remediation, restoration and other similar activities, mechanic's and materialmen's liens and reasonable attorneys' fees, resulting from the Due Diligence or the entry by Purchaser or any agents or contractors of Purchaser upon the Property, unless any of the same are caused by the gross negligence or willful misconduct of Seller. The provisions of this Section 4(d) shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Contract.

5. **Closing**

- (a) The closing of the transaction contemplated hereby (the "***Closing***") shall occur at the office of Purchaser's attorney in North Myrtle Beach, South Carolina on a mutually agreeable date occurring on or before that date which is thirty (30) days after the Review Period (the "***Closing Date***"). Time is of the essence with respect to the Closing Date and all other time periods in this Contract.
- (b) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:
 - (i) Seller shall deliver or cause to be delivered to Purchaser or Escrow Agent all of the following:

- (1) A limited warranty deed sufficient to transfer and convey to Purchaser fee title to the Property, subject to the Permitted Exceptions, pursuant to the terms and provisions of this Contract, in a form reasonably acceptable to the parties hereto and their respective counsel (the "*Deed*");
 - (2) A FIRPTA affidavit of an authorized officer of Seller;
 - (3) Such other documents as Seller, in its reasonable discretion, deems necessary or appropriate for the legal transfer of its right, title and interest in and to the Property.
- (ii) Purchaser shall deliver or cause to be delivered to Seller or Escrow Agent all of the following:
- (1) The Purchase Price in cash or immediately available wire transferred funds less the amount of the Earnest Money, which Purchaser shall cause to be delivered to Seller from the Escrow Agent, along with the balance of the Purchase Price;
 - (2) Evidence reasonably satisfactory to Seller that the person executing any documents at the Closing on behalf of Purchaser has full right, power, and authority to do so;
 - (5) Such other documents as may be reasonably requested by Seller in connection with Purchaser's acquisition of the Property.
- (c) At the conclusion of Closing, possession of the Property shall be delivered to Purchaser subject to the Permitted Exceptions.

6. **Termination, Default, and Remedies**

- (a) If Purchaser fails or refuses to consummate the purchase of the Property, or any portion thereof, pursuant to this Contract at the Closing, Seller's sole and exclusive remedy shall be to retain the Earnest Money, as full, fixed and liquidated damages, not as a penalty, the parties hereby acknowledging the difficulty of ascertaining Seller's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of such breach by Purchaser, whereupon this Contract shall terminate. Thereafter, unless Purchaser breaches or is in default of this Contract for other than a breach for failure or refusing to consummate the purchase of the Property, or any portion thereof, Purchaser and Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that Purchaser shall have no other liability or obligation for default hereunder, except for such indemnification and other obligations as may, under the terms hereof, survive termination of this Contract. In the event of any breach by Purchaser other than for Purchaser's failure or refusal to consummate the purchase of the Property, or any portion thereof, pursuant to this Contract at Closing, Seller shall retain the

Earnest Money and shall have all other rights and remedies provided hereunder at law or in equity as a result of any such breach or default by Purchaser under this Contract.

- (b) If Seller fails to consummate the sale of the Property pursuant to this Contract at the Closing or fails to perform any of Seller's other obligations under this Contract either prior to or at the Closing (which failure remains uncured for ten (10) days after receipt of written notice of such default from Purchaser) for any reason other than (i) the termination of this Contract, or (ii) Purchaser's failure to perform Purchaser's obligations under this Contract, on or prior to the Closing Date, then Purchaser shall have the right, as its sole and exclusive remedy, to terminate this Contract by giving written notice of the termination to Seller prior to or at the Closing, whereupon the Escrow Agent shall deliver the Earnest Money to Purchaser.
- (c) If either Seller or Purchaser becomes entitled to the Earnest Money upon termination of this Contract in accordance with its terms, Purchaser and Seller covenant and agree to deliver a letter of instruction to the Escrow Agent directing disbursement of the Earnest Money to the party entitled thereto. If either party fails or refuses to sign or deliver such instruction letter when the other party is entitled to disbursement of the Earnest Money such party shall pay, upon the final order of a court with appropriate jurisdiction, all reasonable attorneys' fees and expenses (including, without limitation, court costs and fees and expenses of expert witnesses and other professionals) incurred by the party so entitled to the Earnest Money in connection with the recovery of the Earnest Money. This obligation shall survive termination of this Contract.

7. **Seller's Covenants, Agreements, Representations, and Warranties**

- (a) Seller represents and warrants to Purchaser that:
 - (i) Seller has the right, power, legal capacity, and authority to execute and deliver this Contract and to consummate the transactions contemplated by this Contract; and
 - (ii) The individual or individuals executing this Contract and any and all documents contemplated hereby on behalf of Seller has or have the legal power, right, and actual authority to bind Seller to the terms and conditions contained in this Contract and in such documents.
- (b) Seller covenants with Purchaser as follows:
 - (i) Prior to Closing, Seller shall obtain all such written consents and approvals as may be necessary or required to permit Seller to perform its obligations under this Contract;

- (ii) Except as may be required by law or agreed to by Purchaser, Seller agrees that from the Effective Date until Closing, Seller shall not consent to or enter into any easements, mortgages or other encumbrances upon the Property;
- (iii) Seller shall notify Purchaser promptly upon receipt by Seller prior to Closing of written notice of the institution or pendency of any action, suit, or proceeding against or affecting the Property, or relating to or arising out of the ownership of such Property; and
- (iv) From the Effective Date until Closing or earlier termination of this Contract, Seller shall not (i) enter into, modify, or terminate any lease, license or other permission to occupy the Property, or (ii) permit any lease to terminate or be terminated (to the extent under the control of Seller), without Purchaser's consent, which consent shall not be unreasonably withheld by Purchaser.
- (c) Each of the representations, warranties and covenants made by Seller in this Section 7 hereof shall not merge into the Deed. After Closing, any and all remedies of Purchaser with respect to any such breach or default on the part of Seller under any such representations, warranties or covenants, shall expire, and thereafter Purchaser shall have no other remedy or recourse against Seller whatsoever.
- (d) For purposes of this Contract and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of each respective Seller only, and no others. No Seller shall be responsible for any incorrect representation by any other Seller.
- (e) Purchaser acknowledges that Seller, except as otherwise expressly provided in this Contract, gives no guarantee or warranty of any kind, express or implied, as to the physical or other condition of the Property, or to the conditions or existence of improvements, or as to the merchantability or fitness for a particular purpose as to the Property, and any implied warranty is hereby disclaimed by the Seller. Subject to any right of Purchaser to terminate this Contract as provided herein, Purchaser agrees to purchase the Property in its "AS IS" physical condition.

8. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES EXCEPT AS SET FORTH HEREIN. PURCHASER AND SELLER EXPRESSLY AGREE THAT NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE OF SELLER, HAS MADE ANY REPRESENTATION OR WARRANTY TO PURCHASER AS TO THE PROPERTY, OR AS TO ANY MATTER RELATING DIRECTLY OR INDIRECTLY TO THE PROPERTY OR THE MATTERS ADDRESSED IN THIS AGREEMENT, UNLESS SUCH REPRESENTATION OR WARRANTY IS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER IS NOT RELYING ON ANY REPRESENTATION OF SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER, IN ENTERING INTO THIS AGREEMENT. PURCHASER ACKNOWLEDGES THAT NO AGENT OR REPRESENTATIVE**

OF SELLER HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER. PURCHASER AND SELLER AGREE THAT SELLER IS SPECIFICALLY RELYING ON THIS PARAGRAPH, AND WOULD NOT ENTER INTO THIS AGREEMENT IN THE ABSENCE THEREOF. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS EXECUTED BY SELLER:(i) PURCHASER WILL ACCEPT TITLE TO THE PROPERTY ON THE CLOSING DATE IN ITS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" CONDITION; AND (ii) CONVEYANCE OF THE PROPERTY TO PURCHASER SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; AND (iii) SELLER SHALL BE UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURE TO PURCHASER REGARDING ANY MATTER THAT MAY BE KNOWN TO SELLER, OR ITS OFFICERS, DIRECTORS, MEMBERS, CONTRACTORS, AGENTS OR EMPLOYEES; AND (iv) PURCHASER IS, AND AT CLOSING WILL BE, RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY SELLER OR ANY PERSON ON SELLER'S BEHALF.

9. **Condition of the Property.** Purchaser represents that:
- a) As of the end of the Inspection Period, Purchaser will have had an adequate opportunity to inspect and investigate the Property, including all physical environmental, title, survey, zoning, legal, financial, economic and operational aspects of the Property;
 - b) Purchaser's purchase of the Property will be based solely on Purchaser's investigation and inspection of the Property and the representations, warranties and covenants of Seller expressly set forth in this agreement and the closing documents and other documents executed by Seller in connection herewith (the "Transaction Documents").
10. **Purchaser's Covenants, Agreements, Representations, and Warranties**
- (a) Purchaser hereby makes the following representations, warranties and agreements:
 - (i) Purchaser represents that it has full power and authority and has taken all action necessary to authorize it to enter into and perform its obligations under this Contract and all other documents or instruments contemplated hereby. Purchaser represents and warrants that this Contract has been duly authorized, executed and delivered by Purchaser. This Contract constitutes the legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms. Purchaser represents and warrants that the execution, delivery and performance of this Contract by Purchaser does not conflict with the organizational documents of Purchaser, or with any law, statute or regulation applicable to Purchaser, or any

mortgage, indenture or other contract or agreement to which Purchaser is a party. Purchaser represents and warrants that no litigation exists against Purchaser that would have a material adverse effect on the transactions contemplated by this Contract.

(ii) Intentionally Omitted.

(b) **Survival of Representations, Warranties and Covenants of Purchaser**

Each of the representations, warranties and covenants made by Purchaser in this Contract shall not merge into any Deed or other closing documents but shall survive Closing indefinitely.

11. **No Recording or Filing**

Neither this Contract nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

12. **Post-Closing Duties / Obligations**

Effective at Closing, Purchaser hereby assumes and shall undertake, comply with and discharge all duties and obligations of Seller under any applicable law, statute, ordinance, order finding, decree, rule or regulation, with respect to the Property. This Section 12 and all other Sections that contain or relate to obligations to be performed or satisfied post-Closing on the part of either Seller or Purchaser shall survive Closing.

13. **Title and Survey.**

- a) Purchaser may have the title to the property examined by a qualified professional, and obtain a Commitment (a "Title Commitment") for an Owner's Policy of Title Insurance (a "Title Policy") issued by a title insurance company selected by Purchaser; such Title Policy to name Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser will own good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. At Purchaser's option and expense, Purchaser may obtain a current survey of the Property (the "Survey"), prepared by a licensed surveyor.
- b) Purchaser shall have Ninety (90) days after the date of this Agreement (the "Approval Period") within which to obtain such title examination and survey (the "Title Commitment" and "Survey"), and approve or disapprove same and the information reflected therein, such approvals or disapprovals to be within Purchaser's sole discretion (any such disapproved item or matter herein referred to as a "Title Exception"). If Purchaser fails to obtain an accurate title examination or survey, or fails to disapprove any title or survey condition which existed as of the Effective Date ("Title Exception") by written notice (which shall include a copy of the Title Commitment and Survey) delivered to Seller of Purchaser's objection to such Title Exception(s) (a "Title Objection Notice"), prior to the expiration of the Approval Period, Purchaser shall be deemed to have approved such Title

Exception(s), said Title Exception(s) shall become Permitted Exceptions, and Purchaser shall accept title to the Property and survey as they existed as of the Effective Date, and subject to the Permitted Exceptions (as defined below). Purchaser shall have no duty to object to monetary encumbrances which constitute a lien on the Property, such as mortgages, and Seller shall satisfy said monetary encumbrances at closing. Seller shall have the option to pay same from the sales proceeds at Closing. If Purchaser delivers a Title Objection Notice to Seller prior to the expiration of the Approval Period, Seller shall have the right (without any obligation to do so) to cure or attempt to cure the Title Exception(s) referenced in Purchaser's Title Objection Notice within Fifteen(15) days after Purchaser's delivery of the Title Objection Notice, or, if sooner, by the Closing Date (as hereinafter defined) (the "Seller Title Cure Period"). In the event Seller is unable to cure or elects not to cure any one or more of the Title Exception(s) referenced in the Title Objection Notice, Seller shall notify Purchaser in writing during such Seller Title Cure Period of such inability or election(s) (the "Title Exception Election Notice"). Purchaser shall have ten (10) days after such Title Exception Election Notice, or, if sooner, until Closing, to terminate this Agreement by written notice to Seller (the "Title Exception Response Notice") whereupon this Agreement shall terminate and the Earnest Money shall be returned to the Purchaser. If Seller should fail to deliver a Title Exception Election Notice to Purchaser in response to a Title Objection Notice prior to the expiration of the Seller Title Cure Period, Seller shall be deemed to have elected not to cure the Title Exception(s) referenced in the Title Objection Notice, whereupon Purchaser shall have Five (5) days after the expiration of the Seller Title Cure Period, or, if sooner, before Closing, to terminate this Agreement by providing a Title Exception Response Notice to Seller, whereupon this Agreement shall terminate and the Earnest Money shall be returned to Purchaser. Unless Purchaser notifies Seller that Purchaser has elected to terminate this Agreement within 5 days after such Title Exception Response Notice or expiration of the Seller Title Cure Period as applicable, or if sooner, before Closing, Purchaser shall be deemed to have waived such right to terminate this Agreement, and Purchaser shall take title subject to the Permitted Exceptions. The term "Permitted Exceptions," as used herein, shall mean ; (i) recorded easements, conditions, covenants, reservations, and restrictions existing at the Effective Date that Seller has not elected to cure (ii) Title Exceptions which are waived or deemed to be waived by the Purchaser in accordance with this Paragraph 13. Notwithstanding the foregoing, Title Exceptions which Seller has elected to cure as provided in this Paragraph 13 shall not constitute Permitted Exceptions unless Purchaser subsequently waives same. It is understood and agreed that the Seller has no obligation, under any circumstances, to institute any suit to correct any defects in title. Notwithstanding any other provision hereof, in the event Purchaser terminates this Agreement in accordance with the provisions of this Paragraph 13, the Escrow Agent shall refund to Purchaser the Earnest Money, and neither party shall have any further obligation hereunder, except that Purchaser's indemnity obligations set forth in this Agreement hereunder shall survive such termination.

- c) The property description for the deed shall be consistent with the description contained in the deed(s) by which Seller took title to the subject property.

14. **Brokerage Commissions**

Seller and Purchaser acknowledges that neither has been represented by a broker and no real estate commission is due at Closing.

15. Intentionally Omitted.

16. **Notices**

(a) Any notice or document required or permitted to be delivered or given hereunder must be in writing and shall be deemed to be delivered when actually delivered to the recipient, or, if notice or document is sent by a recognized overnight delivery service (such as Federal Express) in accordance with the provisions of this paragraph, such notice shall be deemed given on the next business day after same is delivered to such overnight delivery service, properly addressed, delivery charges paid or account charge accepted, with instructions that said notice shall be delivered by a "next day" method of delivery. Any such overnight delivery service must offer guaranteed "next day" delivery in order to be acceptable. Any such notices shall be addressed to the parties hereto at the respective addresses set out opposite their names below:

If to Purchaser:

[Redacted address information]

with a copy to:

[Redacted address information]

If to Seller:

Phone:
Email:

with a copy to:

Phone:

Email:

17. **Modifications**

This Contract cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

18. **Assigns**

This Contract shall inure to the benefit of and be binding on the parties. Purchaser may not assign its rights or obligations under this Contract without the prior written consent of Seller.

19. **Effective Date**

The date on which this Contract is executed by the last to sign of the Seller and Purchaser shall be the "*Effective Date*" of this Contract.

20. **Time of the Essence**

Time is of the essence in the execution and performance of this Contract and of each of its provisions; however, if the final date of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of South Carolina, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday. In this Contract, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of South Carolina. In this Contract, the term "business day" means any day other than a Saturday, Sunday, or legal holiday.

21. **Entire Agreement**

This Contract, including the Exhibits and any escrow agreements or other similar agreements entered into by Seller and Purchaser in connection with and as contemplated by this Contract, if any, contain the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

22. **Further Assurances**

Each party agrees that it will without further consideration execute and deliver such other documents, and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the purposes or subject matter of this Contract. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by

Seller to Purchaser with respect to the Property. If Seller agrees to cooperate or provide assistance with respect to any litigation or other disputes subsequent to the Closing at Purchaser's request with respect to the Property (other than disputes between Purchaser and Seller), then Purchaser shall, upon demand, reimburse Seller for any reasonable costs, fees, expenses (including attorneys' fees and expenses) and other amounts that Seller incurs in connection with providing such cooperation and assistance.

23. **Counterparts**

This Contract may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. Executed copies of this Contract may be delivered between the parties via e-mail.

24. **Severability**

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall nonetheless remain in full force and effect.

25. **Applicable Law**

This Contract shall be governed, interpreted, and construed under the substantive laws of the State of South Carolina (without reference to such state's conflicts of laws principles).

26. **Jurisdiction and Venue.** Any action, suit, or proceeding arising out of this Agreement or the transactions contemplated by this Agreement shall be brought exclusively in state court located in Horry County, South Carolina, and Seller and Purchaser agree that such courts are the most convenient forum for resolution of any such action and further agree to submit to the jurisdiction of such courts and waive any right to object to venue in such courts.

27. **No Third Party Beneficiary**

The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, including, but not limited to any broker described in Section 12, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

28. **Exhibits and Schedules**

The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Contract:

- (a) Exhibit A - Certain Definitions
- (b) Exhibit B - Legal Description of Property
- (c) Exhibit C - Intentionally omitted

- (d) Exhibit D - Intentionally omitted
- (e) Exhibit E - Intentionally omitted
- (f) Exhibit F - Intentionally omitted
- (g) Exhibit G - Due Diligence Materials

29. **Captions**

The section headings appearing in this Contract are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

30. **Construction**

The parties acknowledge that the parties and their counsel have reviewed and revised this Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto. Accordingly, this Contract shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Whenever required by the context of this Contract, the singular shall include the plural and vice versa. When the context so requires, the neuter gender includes the feminine or masculine.

31. **Risk Of Loss**

Prior to Closing, the risk of loss shall remain with Seller. If, prior to Closing, the Property or any part thereof shall be condemned, destroyed or damaged by fire or other casualty, Seller shall promptly notify Purchaser. If the Property or any part thereof shall be condemned such that damages are in excess of an amount equal to twenty five percent (25%) of the Purchase Price or if the Property or any part thereof shall be destroyed or damaged by fire or other casualty the repair of which would cost in excess of ten percent (10%) of the Purchase Price, then, at the option of Purchaser, which option shall be exercisable, if at all, by written notice thereof to Seller within three (3) Business Days after Purchaser receives written notice of such fire, earthquake or other casualty or condemnation, this Contract may be terminated. If Purchaser elects to terminate this Contract, the Earnest Money shall be returned to Purchaser, in which event this Contract shall, without further action of the parties, become null and void, and neither party shall have any rights or obligations under this Contract, except those which expressly survive termination. In the event that Purchaser does not exercise the option to terminate the Contract set forth above, or if the condemnation or casualty is below the threshold described above, then (i) Purchaser's obligations hereunder to purchase the Property for the full Purchase Price shall apply without regard to the occurrence or effect of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, (ii) Purchaser shall have no right to terminate this Contract or reduce the Purchase Price in the event of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, (iii)

Purchaser hereby waives any right Purchaser may have at law or in equity to terminate this Contract or seek reduction of the Purchase Price on account of any damage to the Property or destruction of any improvements on the Property or condemnation of any portion of the Property, and (iv) the Closing shall take place on the Closing Date, provided, however that Seller hereby agrees that upon the Closing, there shall be a credit against the Purchase Price due hereunder equal to the amount of any condemnation awards received by Seller prior to the closing, if any, as a result of any such damage or destruction or condemnation, less any sums expended by Seller toward the restoration or repair of the Property or in collecting such condemnation awards. If any such awards have not been collected as of the Closing, then such awards shall be assigned to Purchaser, except to the extent needed to reimburse Seller for sums expended prior to the Closing to repair or restore the Property or to collect any such proceeds or awards.

32. **Prorations; Closing Costs.**

- (a) **General Prorations.** All amounts for general real estate taxes, and any other recurring items typically prorated between Seller and Purchaser shall, except as otherwise provided herein, be prorated to 11:59 p.m. local time on the day before the Closing Date with Purchaser receiving the benefits and burdens of ownership on and after the Closing Date.
- (b) **Final Prorations.** If final prorations cannot be made at the Closing for any item subject to proration under this Section 32, then, Purchaser and Seller agree to allocate such items on a fair and equitable basis as soon as invoices or bills are available and applicable reconciliation with tenants have been completed, with final adjustment to be made as soon as reasonably possible after the Closing, and in any event not later than the date that is one hundred eighty (180) days after Closing. If either party receives any funds which belong to the other party under this Section 32, such receiving party shall pay over and/or deliver such funds to the other party (without interest thereon) within fifteen (15) Business Days after receipt.
- (c) Payments of real property taxes and assessments to the extent paid by and attributable to the period of time on or prior to the Closing Date shall be paid by Seller and Seller shall have the sole right to prosecute an appeal or claim with respect to such amounts.
- (d) **Closing Costs.** At Closing, Purchaser shall pay (a) the premium for any additional coverage in the New Title Policy above the Purchase Price and the costs of any endorsements to the New Title Policy, and the costs associated with the simultaneous issuance of an owner's and lender's title policy, (b) all fees and expenses related to Purchaser's acquisition financing, if any, and Purchaser's due diligence in general, (c) any and all applicable recording fees; (d) cost of survey, if any; (e) any inspections or other due diligence conducted by Purchaser. Seller shall pay (a) any transfer taxes, documentary stamp tax or similar tax payable by reason of transfer of the Property or any portion thereof, and (b) the costs associated with

33. **Right to Repurchase.**

Seller reserves unto itself, its successors, or assigns, a right to repurchase the Property for the amount set forth in §3(a) above in the event that Purchaser fails to complete construction, as evidenced by issuance of a Certificate of Occupancy, of the contemplated facility as approved by the Cool Springs Committee within two (2) years of the date the deed to the Property is recorded with the Horry County Register of Deeds. This provision shall specifically survive closing.

IN WITNESS WHEREOF, this Contract is executed as of the Effective Date.

SELLER:

Horry County

By: _____

Name:

Title:

Date: _____

PURCHASER:



2-13-20

EXHIBIT A

CERTAIN DEFINITIONS

Initially capitalized terms not otherwise defined in this Contract shall have the respective meanings ascribed thereto in this Exhibit A.

“Business Day” means any day on which Seller is open for business other than a Saturday, a Sunday or a federal holiday.

“Land” means that certain real property more particularly described on Exhibit B to this Contract.

“Proforma Exceptions” means and includes all of the matters set forth as exceptions on Schedule B of the Commitment, excluding only those exceptions which Seller agrees in writing to remove.

“Property” means all of Seller’s right title and interest in and to (i) the Land, (ii) any and all buildings, improvements, and fixtures located on the Land.

“State” means the State of South Carolina.

“Title Company” means First American Title Insurance Company.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Copy of proposed survey attached

[This description to be replaced with the legal description from any new survey completed by Purchaser]

EXHIBIT C, D, E, and F

Intentionally Omitted

EXHIBIT G

DUE DILIGENCE MATERIALS

1. SITE PLANS;
2. ALTA SURVEY;
3. ENVIRONMENTAL REPORTS/STUDIES; AND
4. PROPERTY CONDITION REPORT(S).

Decision Memorandum

Date: January 31, 2020
Prepared by: Sandy Davis, MBREDC
Re: Cool Springs Industrial Park property—3.65 acres (TMS #067-00-01-125)

ISSUE:

The Myrtle Beach Regional Economic Development Corporation (MBREDC) has obtained an offer to purchase a 3.65-acre parcel of undeveloped property located within the Cool Springs Industrial Park for private commercial use.

DISCUSSION:

The Cool Springs Industrial Park is located near Aynor, South Carolina along Hwy. 319. The industrial park is currently the location of PTR, a large-scale gun manufacturer. MBREDC has submitted the proposed project to the Cool Springs Business Park Management Committee, and the proposed project was approved.

The proposed purchaser intends to construct an approximate 24,000 sf facility, and the project is estimated to create 15 jobs along with capital investment anticipated to be in excess of \$2,000,000. The company has requested to purchase 3.65 acres at a price of \$10,000 per acre, for a total sales price of \$36,500.

RECOMMENDATION:

After review of the offer to purchase, consideration of the proposed use of the parcel, and completion of due diligence regarding the companies involved, MBREDC staff recommends that County Council approve, by way of ordinance attached herewith, of the entering into of a Purchase Contract with the proposed purchaser substantially similar to the terms described herein.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 23-2020

AN ORDINANCE TO AMEND THE FY 2020 BUDGET (ORDINANCE NUMBER 25-19, SECTION 1) SO AS TO RECOGNIZE VARIOUS REVENUE AND EXPENDITURE IN THE WASTE MANAGEMENT RECYCLING FUND

WHEREAS, the Horry County Council adopted Ordinance 25-19 entitled "AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR HORRY COUNTY, SOUTH CAROLINA, FOR THE YEAR ENDING JUNE 30, 2020"; and

WHEREAS, expenditures within the fund for hauling and disposal of trash within the unincorporated area of the County is projected to exceed the FY2020 Budget; and

WHEREAS, County Council now would like to amend the FY 2020 budget, adjusting revenue and expenditures in the Waste Management Recycling Fund.

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 FY 2020 Budget is amended as follows:**
Waste Management Recycling Fund
Revenue Shall Increase by \$ 766,000
Expenditures Shall Increase by \$ 766,000
- Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of the 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.
- Effective date:** This Ordinance shall be effective upon passage of Third Reading.

AND IT IS SO ORDAINED this 5th day of May, 2020.

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: March 10, 2020
Second Reading: April 21, 2020
Third Reading: May 5, 2020

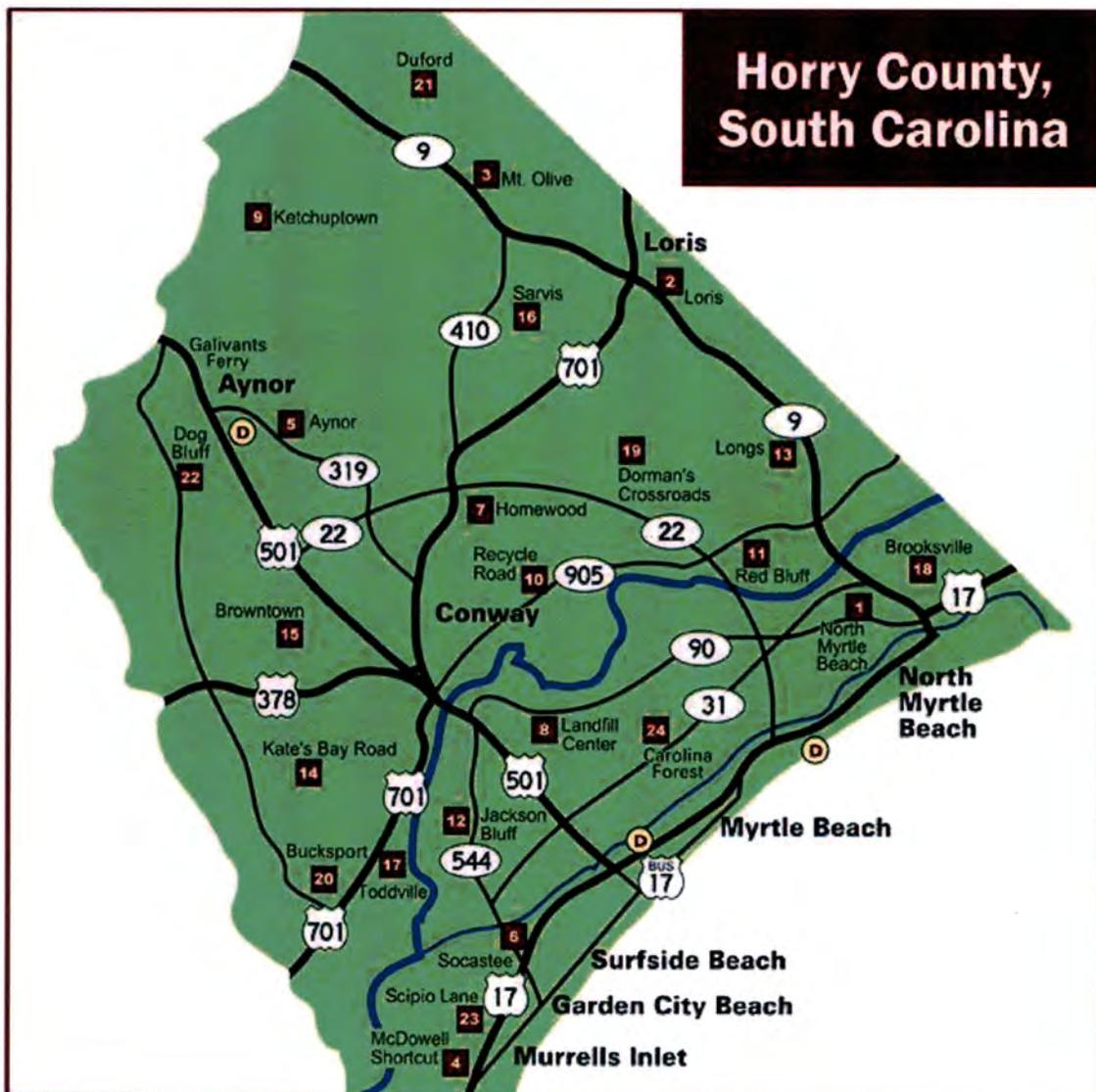


Horry County Council Decision Memorandum

Date: February 18, 2020
 From: Barry Spivey, Assistant County Administrator
 Division: Infrastructure & Regulation Division
 Cleared By: Steve Gosnell, County Administrator
 David Gilreath, Assistant County Administrator
 Re: Ordinance to Amend the FY 2020 Budget

ISSUE

The Waste Management Recycling Fund (Fund 6) was established in fiscal year 1993 to accumulate the revenues and expenditures related to solid waste collection and recycling. Operations of this fund are financed with property tax millage levied on the unincorporated areas of the County. Twenty-four (24) convenience centers are disbursed throughout the unincorporated areas of the county as shown on the map below:



Expenditures are comprised of the operation of the centers (29%), disposal fees (28%), and hauling (43%). The current trend reflects expenditures growing faster than budget projections. The table below reflects the trends over the prior two years as well as a projection of FY2020 based on current YTD trends (FY2020 to FY2019). Please note that FY2019 included \$690,789 of Hurricane Florence debris cost.

Year	Budget	Actual	Variance
FY2018	8,335,448	9,023,165	(687,717)
FY2019	8,914,772	10,114,188	(1,199,416)
FY2020 P	9,253,668	10,019,659	(765,991)

The projected shortfall for FY2020 is \$766,000. The additional expenditure would have to be funded by Fund Balance. Fund Balance was \$1,457,157 at June 30, 2019. Reimbursement from Hurricane Matthew are anticipated in FY2020 that will increase the Fund Balance sufficiently to cover this overage. Additional revenues must be considered for this Fund in the FY2021 Budget process.

RECOMMENDATION

The Infrastructure & Regulation Committee reviewed this request at its February 25 meeting and recommends County Council’s approval of the attached ordinance to recognize the additional revenue and expenditure.

COUNTY OF HORRY

)
)
)

ORDINANCE 45-2020

STATE OF SOUTH CAROLINA

AN ORDINANCE TO AMEND THE ZONING ORDINANCE, APPENDIX B, ARTICLE VI TO ESTABLISH THE MINING (MI) FLOATING ZONE AND STANDARDS THEREOF.

WHEREAS, Horry County Council approved Ordinance 141-05 on February 7, 2006 establishing conditional use standards for all commercial mining in the AG1, AG2, LFA, FA, CFA, R-1, R-2 and RE zoning districts; and

WHEREAS, Council sees a need to create an additional Floating Zone whereby property owners not in one of the above listed zoning districts may pursue mining opportunities by rezoning to the aforementioned Floating Zone.

NOW THEREFORE 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 ordain it ordained that:

1) Amendment of Horry County Code of Ordinances to delete Article VI Mining Permits of Chapter 13 of the Horry County Code of Ordinances in its entirety.

2) Amendment of Horry County Code of Ordinances: Appendix B, Article VI Section 600 of the Horry County Code of Ordinances shall be as amended to as set forth below. (Additions shown in bold and underline and deletions shown as strike thru)

ADDITION OF the following district/s to the table following the entry for Resort Housing

Mineral Extraction Zone	MG
-------------------------	----

3) Amendment of Horry County Code of Ordinances: Appendix B, Article VII to creation Section 754 of the Horry County Code of Ordinances shall be as amended to as set forth below. (Additions shown in bold and underline and deletions shown as strike thru)

§754. MINERAL EXTRACTION DISTRICT (MG).

Intent. The Mineral Extraction Floating Zone is intended be used solely for the purposes of mining uses involving the excavation, handling and hauling of both “Consolidated” and “Unconsolidated Materials” Consolidated materials in Horry County, South Carolina, relates to cemented sandstone, cemented limestone, and coquina formations that are categorized in the family of materials of cemented or semi-cemented fossiliferous material. Unconsolidated materials include all those located above those of a consolidated nature and include sand, clay, marl, and surficial deposits.

MI Districts are not intended to be within five hundred (500) feet of any residential structures, are not appropriate in close proximity to commercial business districts and should be surrounded by similar industrial uses and/or districts.

§750.1 Conditional Uses

(A) Accessory uses that are subordinate and incidental to any permitted uses below and onsite signage in accordance to the provisions of Article 10.

(B) Mining and/or mineral excavation operations and businesses intended for the purposes of hauling excavated material off-site.

4) Amendment of Horry County Code of Ordinances: Appendix B, Article V Section 532 of the Horry County Code of Ordinances shall be as amended to as set forth below. (Additions shown in bold and underline and deletions shown as strike thru)

532. - Mining.

Unless exempt, a certificate of zoning compliance must be obtained by the property owner or operator of any mining operation prior to removal of excavated materials to be hauled off-site. If all excavated material is kept on-site, no review or approval is required. The following levels of review and approval are hereby established for mining operations where the excavated material is hauled off-site.

1. Ponds less than ten thousand (10,000) square feet in size are exempt from the requirements of this section. The final slopes are to be at a 3:1 slope to minimize the possibility of slides.
2. Ponds no greater than two (2) acres in size shall be allowed as conditional uses in all zoning districts subject to the following conditions:
 - a) Ponds shall be a minimum of fifty (50) feet from wetlands, and a minimum of twenty-five (25) feet from a property line unless a written agreement with an adjacent property owner is obtained.
3. Farm ponds for irrigation and livestock no greater than five (5) acres shall be allowed as conditional uses in the AG1, AG2, LFA, FA, CFA, SF 40, SF 20, and RE zoning districts subject to the following conditions:
 - a) There shall be no more than one (1) farm pond for every ten (10) acres of land.
 - b) Ponds shall be a minimum of fifty (50) feet from wetlands, and a minimum of twenty-five (25) feet from a property line unless a written agreement with an adjacent property owner is obtained.
 - c) The parcel must have a farm number issued by the Farm Services Agency.
 - d) The property owner must have a Critical Area Plan approved by the U.S.D.A. Natural Resource Conservation Service.
 - e) Hauling of material from the site must be done between the hours of 6:00 a.m. and ~~7~~**9**:00 p.m. Monday through Saturday.

f) Where an unpaved county road is used to access the site, the owner and/or operator shall maintain five hundred (500) feet in the direction of traffic to and from the site, using Best Management Practices and maintaining the road in good condition.

4. All other mining activity shall be allowed only as a conditional use in the ~~AG1, AG2, FA and CFA~~ **MG** zoning districts subject to the following conditions:

a) A pre-construction meeting with county engineering must be held to assess road conditions and develop a maintenance plan, regarding grading and watering, that addresses impacts of the mining operation to include dust in populated areas and road conditions.

b) Mine operator must maintain paved roads accessing site for two hundred (200) feet of site access in the direction of travel and control dust in populated areas.

c) Mining operations must be screened and buffered by a six (6) foot high opaque screen of natural vegetation within a one hundred (100) foot buffer area or a six (6) foot high berm within a fifty (50) foot buffer area. Berms must be graded, shaped and grassed. Provided, however, that no screen is required along any property boundary where the mining operations are setback five hundred (500) feet, or more from the property line. These screening and buffering provisions shall supercede the requirements of the landscape, buffer and tree preservation standards.

d) Mine operator will submit a **road maintenance and** traffic routing plan to the county ~~engineering~~. Traffic plan should minimize impacts to surrounding residences to the greatest reasonably extent possible. Reasonableness analysis should include but is not limited to physical limitations and financial costs. Plan may be modified if conditions warrant.

e) Operational hours are 6:00 a.m. until ~~79:00~~ 7:00 p.m. ~~unless otherwise authorized by County Council~~. Hours may be extended for public projects of limited duration upon notice to the zoning administrator.

f) Mining operations will be conducted in accordance with Horry County and DHEC regulations. Mine operator will obtain a county stormwater permit.

g) Mining operations must be conducted in accordance with all county, state, and federal regulations.

h) ~~Mines are required to obtain a Mining Permit from Horry County Council. Refer to Chapter 13, Article VI, Mining Permits, of the Horry County Code of Ordinance.~~
Applicant shall identify the nature of the material to be excavated, the duration of the DHEC approval sought and the acreage of staging and excavation areas.

5. The removal and hauling of excavated material for the construction of a commercial **development** or **major** residential subdivision that has received ~~preliminary construction~~ plan approval (~~major subdivisions~~) or ~~sketch plan approval~~ (~~minor subdivisions~~) and a county stormwater permit is exempt from the provisions of this section.

6. The provisions of this section are not applicable if all excavated materials from a site are used solely for the construction of a public project by the South Carolina Department of Transportation.

- a) In order to establish the right to an exemption for a state project, the property owner and/or site operator must provide the Zoning Administrator with a letter from the SCDOT project engineer identifying the contractor, the SCDOT file#, the start date and end date of the contract, and the cubic yards to be excavated.
- b) A county stormwater permit must be obtained.
- c) The property owner must provide the zoning administrator with a statement acknowledging that:
 - (1) Any future use of the property would have to be consistent with the zoning on the property; and
 - (2) The exemption is limited to the duration and extent of the SCDOT contract; and
 - (3) Any use of the excavated materials for any project outside the scope of the SCDOT contract will result in the loss of the exemption.

5) Amendment of Horry County Code of Ordinances: Appendix B, Article VIII to add the following district to the Dimensional Standards table.

Dimensional Standards						
District	Lot Area	Setbacks (in feet)				Height
		<i>Front</i>	<i>Side</i>	<i>Rear</i>	<i>Corner</i>	
MG	10 acres	50	50	50	50	35

6) 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.

7) 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.

8) Effective Date: This ordinance shall become effective on third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

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: May 5, 2020

Second Reading:

Third Reading:

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

RESOLUTION R-44-2020

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO SUBMIT AMENDMENTS TO THE US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT 2019 - 2020 ANNUAL ACTION PLAN TO ALLOCATE SUPPLEMENTAL FUNDS TOWARD EMERGENCY SOLUTIONS GRANT COVID-19

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has allocated supplemental Emergency Solutions Grants (ESG-CV) Program funds in the amount of \$622,221 to Horry County to respond to the COVID-19 pandemic; and

WHEREAS, the ESG-CV funds are authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, and are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and

WHEREAS, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

NOW, THEREFORE, BE IT RESOLVED, that Horry County Council adopts the revisions to the 2019-2020 Annual Action Plans for the Emergency Solutions Grant COVID-19 supplemental funding.

Project Category	Budget
Rapid Rehousing	\$100,000.00
Homelessness Prevention	\$420,000.00
Emergency Shelter	\$52,221.00
HMIS/Administration	\$25,000.00
Horry County Administration	\$25,000.00
TOTAL	\$622,221.00

AND IT IS SO RESOLVED this 5th day of May, 2020.

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 2020 ESG-CV Action Plan

Jurisdiction(s): Horry County, SC Jurisdiction Web Address: https://www.horrycounty.org/Departments/CDBG	Contact Person: Courtney Frappaolo Address: 1515 Fourth Avenue Conway, SC 29526 Telephone: (843) 915-7033
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The U.S. Department of Housing and Urban Development (HUD) has allocated supplemental Emergency Solutions Grants (ESG) Program funds in the amount of \$622,221 to Horry County to respond to the COVID-19 pandemic. The ESG-CV funds are authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, and are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

Horry County will utilize the ESG-CV funds to provide rapid rehousing, homelessness prevention, emergency shelter, and administration in response to the COVID-19 pandemic. Funds will be used for rapid rehousing to move homeless individuals to permanent housing and reduce the spread of COVID-19. Funds will also be used for homelessness prevention to avoid the creation of additional homelessness and additional exposure to COVID-19. Emergency shelter funds will be used to provide temporary emergency shelter for people experiencing homelessness, particularly those who need to quarantine or isolate in response to the virus. Funds will also be used to administer the program.

2020 ESG-CV Program Budget

Project Category	Budget
Rapid Rehousing	\$100,000.00
Homelessness Prevention	\$420,000.00
Emergency Shelter	\$52,221.00
HMIS/Administration	\$25,000.00
Horry County Administration	\$25,000.00
TOTAL	\$622,221.00

The CARES Act includes the following flexibilities regarding the ESG-CV funds:

- ESG-CV funds are not subject to the spending cap on emergency shelter and outreach under 24 CFR 576.100(b)(1);
- Up to 10% of ESG-CV funds may be used for administrative costs, as opposed to 7.5% as provided by 24 CFR 576.108(a);
- ESG-CV funds are exempt from the ESG match requirements, including 24 CFR 576.201;
- ESG-CV funds may be used to provide homelessness prevention assistance (as authorized under 24 CFR 576.103 or subsequent HUD notices) to any individual or family who does not have income higher than HUD's Very Low-Income Limit for the area and meets the criteria in paragraphs (1)(ii) and (1)(iii) of the "at risk of homelessness" definition in 24 CFR 576.3;

- Recipients may deviate from applicable procurement standards when using ESG-CV funds to procure goods and services to prevent, prepare for, and respond to coronavirus, notwithstanding 24 CFR 576.407(f) and 2 CFR 200.317-200.326

The CARES Act provides that ESG-CV funds are not subject to the consultation and citizen participation requirements that otherwise apply to the Emergency Solutions Grants; however, each recipient must publish how its allocation has and will be used, at a minimum, on the Internet at the appropriate Government web site or through other electronic media. Horry County has published this ESG-CV Action Plan specifying how the allocation will be implemented on its website, <https://www.horrycounty.org/Departments/CDBG>, on May 1, 2020.



County Council Decision Memorandum
Horry County, South Carolina

Date: April 30, 2020
From: Courtney Frappaolo, Community Development Director
Division: Administration
Cleared By: Barry Spivey, Assistant County Administrator
RE: 2019-2020 Annual Action Plan - ESG COVID-19 Amendment

ISSUE

The U.S. Department of Housing and Urban Development (HUD) has allocated supplemental Emergency Solutions Grants (ESG) Program funds in the amount of \$622,221 to Horry County to respond to the COVID-19 pandemic. The ESG-CV funds are authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, and are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

BACKGROUND

HUD requires that funds be budgeted as a part of an amendment to the approved 2019-2020 Annual Action Plan and utilized as a part of the COVID response. Horry County procured an administrative entity and subsequently contracted with the Eastern Carolina Housing Organization (ECHO), as a part of that annual contract. Likewise, this budget amendment will also amend the agreement for services of ECHO.

Horry County will utilize the ESG-CV funds to provide rapid rehousing, homelessness prevention, emergency shelter, and administration in response to the COVID-19 pandemic. Funds will be used for rapid rehousing to move homeless individuals to permanent housing and reduce the spread of COVID-19. Funds will also be used for homelessness prevention to avoid the creation of additional homelessness and additional exposure to COVID-19. Emergency shelter funds will be used to provide temporary emergency shelter for people experiencing homelessness, particularly those who need to quarantine or isolate in response to the virus. Funds will also be used to administer the program.

2020 ESG-CV Program Budget

Project Category	Budget
Rapid Rehousing	\$100,000.00
Homelessness Prevention	\$420,000.00
Emergency Shelter	\$52,221.00
HMIS/Administration	\$25,000.00
Horry County Administration	\$25,000.00
TOTAL	\$622,221.00

The CARES Act includes the following flexibilities regarding the ESG-CV funds:

- ESG-CV funds are not subject to the spending cap on emergency shelter and outreach under 24 CFR 576.100(b)(1);
- Up to 10% of ESG-CV funds may be used for administrative costs, as opposed to 7.5% as provided by 24 CFR 576.108(a);
- ESG-CV funds are exempt from the ESG match requirements, including 24 CFR 576.201;
- ESG-CV funds may be used to provide homelessness prevention assistance (as authorized under 24 CFR 576.103 or subsequent HUD notices) to any individual or family who does not have income higher than HUD's Very Low-Income Limit for the area and meets the criteria in paragraphs (1)(ii) and (1)(iii) of the "at risk of homelessness" definition in 24 CFR 576.3;
- Recipients may deviate from applicable procurement standards when using ESG-CV funds to procure goods and services to prevent, prepare for, and respond to coronavirus, notwithstanding 24 CFR 576.407(f) and 2 CFR 200.317-200.326

The CARES Act provides that ESG-CV funds are not subject to the consultation and citizen participation requirements that otherwise apply to the Emergency Solutions Grants; however, each recipient must publish how its allocation has and will be used, at a minimum, on the Internet at the appropriate Government web site or through other electronic media. Horry County has published this ESG-CV Action Plan specifying how the allocation will be implemented on its website, <https://www.horrycounty.org/Departments/CDBG>, on May 1, 2020.

RECOMMENDATION

Staff recommend approval of the 2019-2020 Emergency Solutions Grant (ESG-CV) budget for COVID-19 homeless services funding.

A RESOLUTION TO ADOPT AND SUBMIT THE HORRY COUNTY HOME CONSORTIUM HOUSING AND COMMUNITY DEVELOPMENT 2020-2021 ANNUAL ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)

WHEREAS, HORRY County is designated the participating jurisdiction for the Horry County HOME Consortium, an inter-governmental entity representing jurisdictions within Horry, Georgetown, and Williamsburg counties, excluding the local jurisdictions of Briarcliffe Acres, North Myrtle Beach, Surfside Beach, and Pawleys Island, and is responsible for the administration of the HOME Investment Partnerships Program (HOME);

WHEREAS, Horry County is a designated entitlement community in accordance with the U.S. Department of Housing and Urban Development’s Community Development Block Grant (CDBG) Program and Emergency Solutions Grant (ESG) as an Urban County;

WHEREAS, Horry County has received a CDBG formula grant in the amount of \$1,970,375, an Emergency Solutions Grant formula allocation of \$180,444, and a HOME Program formula allocation of \$1,042,458; and

WHEREAS, Horry County Government has received input from citizens on the Annual Action Plan and the utilization of HUD funds for the 2020-2021 Program Year.

NOW, THEREFORE, BE IT RESOLVED, that the Horry County Council hereby adopts the accompanying Horry County HOME Consortium 2020 – 2021 Annual Action Plan and budgets.

AND IT IS SO RESOLVED this 5th day of May, 2020.

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 ANNUAL ACTION PLAN 2020-2021 BUDGET

ENTITY	Detailed Project Description	AMOUNT
HORRY COUNTY:		
Public Services:		
New Directions	Homeless Shelter Beds	\$20,000
New Directions	Homeless Case Management	\$35,000
A Father's Place	Workforce Development	\$35,000
Homebuyer Education	Housing Counseling	\$50,000
Finklea After School Program	After School Program	\$10,000
SOS Autism Services	Independent Living Instruction	\$35,000
ECHO	Homeless Case Management	\$20,000
Childrens Recovery Center	Forensic Exams	\$20,000
	Subtotal	\$225,000
Housing Programs:		
Horry County	Homeowner Rehabilitation	\$402,225
	Subtotal	\$402,225
Infrastructure:		
HC - Infrastructure	Racepath Infrastructure Phase II & III, Socastee Drainage, and LMI Infrastructure projects	\$555,000
	Subtotal	\$555,000
Administration:		\$394,075
Administration Expenses	Subtotal	\$394,075
Horry County CDBG Program	TOTAL	\$1,576,300
MYRTLE BEACH:		
Public Infrastructure:		
Infrastructure Improvements	Infrastructure improvements along Grey Street and LMI areas	\$194,075
	Subtotal	\$194,075
Public Facilities:		
Public Facility Improvements	Parking improvements at Mary C. Canty Center	\$200,000
	Subtotal	\$200,000
Myrtle Beach Program Total	TOTAL	\$394,075
TOTAL - ALL PROJECTS		\$1,970,375
EMERGENCY SOLUTIONS GRANT		
		\$180,444
	Rapid Rehousing - ECHO	\$110,444
	Homelessness Prevention - ECHO	\$38,000
	Emergency Shelter - ECHO	\$20,000
	HMIS/Administration - ECHO	\$7,000
	Administration	\$5,000

HORRY COUNTY HOME CONSORTIUM – 2020-2021 Annual Action Plan Budget		
Administration		\$104,246
Rental Housing Development		\$250,000
Homeowner Housing Development		\$438,212
Homeowner Rehabilitation		\$150,000
TBRA		\$50,000
CHDO Operating		\$50,000
TOTAL - HOME		\$1,042,458



County Council Decision Memorandum
Horry County, South Carolina

Date: April 27, 2020
From: Courtney Frappaolo, Community Development Director
Division: Administration
Cleared By: Barry Spivey, Assistant County Administrator
RE: 2020-2021 Annual Action Plan

ISSUE

The Horry County HOME Consortium is required to submit to the US Department of Housing and Urban Development (HUD) an Annual Action Plan in order to receive formula funds for the following programs: HOME Investment Partnerships Program (HOME), Community Development Block Grant (CDBG), and the Emergency Solutions Grant (ESG). County Council is the governing body for the Horry County HOME Consortium and is responsible for authorizing grant related actions. This responsibility includes the approval of the 2020-2021 Annual Action Plan.

BACKGROUND

Horry County serves as the Participating Jurisdiction for the Horry County HOME Consortium. The Horry County HOME Consortium is an intergovernmental entity representing jurisdictions within Horry, Georgetown, and Williamsburg counties, excluding the local jurisdictions of Briarcliffe Acres, North Myrtle Beach, Surfside Beach, and Pawleys Island. The HOME Investment Partnerships Program is governed by its implementing regulations at 24 CFR §92.

In addition, as an Urban Entitlement County, Horry County administers the CDBG program and ESG funding from the US Department of Housing and Urban Development (HUD). The CDBG program is governed by Title I of the Housing and Community Development Act of 1974, as amended. Similarly, the ESG program is governed by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) regulatory requirements and 24 CFR § 576.

The CDBG allocation is based on an Intergovernmental Agreement between Horry County and the City of Myrtle Beach. The County receives 20% of the grant award for administration. The intergovernmental agreement allocates the remaining 80% of the allocation, after the deduction of administration, between the two partners: 25% to the City of Myrtle Beach and 75% to Horry County.

Staff reported on the proposed budget to the Administration Committee in February. The revised budgets and plan proposed herein are consistent with staff presentations and council guidance. The County's deadline for submission of a plan to HUD is May 15, 2020. A 15 day public comment period was conducted from April 16th to April 30th. The draft Annual Action Plan is being

presented at the May 5 County Council meeting. Indicated below are the HUD allocations for each program:

CDBG Award:	\$1,970,375
City of Myrtle Beach Share:	\$394,075
Horry County Share:	\$1,576,300
ESG Award:	\$180,444
HOME Award:	\$1,042,458

ANNUAL ACTION PLAN

According to HUD, the Annual Action Plan provides “a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.” It provides a framework for the use of an annual allocation for the four CPD formula block grant programs: the Community Development Block Grant (CDBG), the HOME Investment Partnership (HOME), the Emergency Solutions Grant (ESG) program, and the Housing Opportunities for Persons with AIDS (HOPWA) program." Currently, Horry County only receives and administers HOME, CDBG, and ESG funding.

The public was allotted 15 days to provide written comments or participate in a public meeting to comment on the plan (April 16th – April 30th). Written comments were accepted via mail, email, or drop-off. Two virtual public meetings were also held during the public comment period to allow for questions and comments on the proposed annual action plan. The plan was made available via a document pickup box outside the community development office and was also available on the county website at <https://www.horrycounty.org/Departments/CDBG>.

COMMUNITY DEVELOPMENT BLOCK GRANT

The County’s portion of the grant will focus efforts in three areas: Housing, Infrastructure, and Public Services.

Infrastructure: Phase 2 and Phase 3 infrastructure on Racepath Street; Socastee drainage improvements; and infrastructure improvements in other low income neighborhoods.

Homeowner Rehabilitation: The County will assist low to moderate-income homeowners with financing home improvements that will enhance resiliency from storm events and address the safety, habitability, energy efficiency, and accessibility of their homes.

Public Services: Public service activities may comprise a maximum of 15% of the total CDBG allocation. The projects were solicited in February and March 2020 through a competitive process. The following projects are recommended.

1. New Directions Homeless Shelter Beds: Funding will be utilized to provide overnight shelter beds for assisting the homeless.

2. New Directions Homeless Case Management: Funding will be utilized to provide case management services for the homeless.
3. A Father's Place: Funding will be utilized to support workforce development activities including pre-employment services and training.
4. Homebuyer Education: Funding will be utilized to provide housing counseling services for prospective LMI homeowners impacted by major storm events.
5. Finklea Afterschool Program: Funding will be utilized to provide after school enrichment services for elementary aged children.
6. SOS Autism Services: Funding will be utilized to provide independent living skills instruction services for individuals with Autism and other developmental disabilities.
7. ECHO Homeless Case Management: Funding will be utilized to provide case management services for the homeless.
8. Childrens Recovery Center: Funding will be utilized to provide forensic interview services for abused children.

City CDBG Funds: The City of Myrtle Beach is focusing efforts on the improvement of community facilities and community infrastructure.

CDBG Budget	Detailed Project Description	AMOUNT
HORRY COUNTY:		
Public Services:		
New Directions	Homeless Shelter Beds	\$20,000
New Directions	Homeless Case Management	\$35,000
A Father's Place	Workforce Development	\$35,000
Homebuyer Education	Housing Counseling	\$50,000
Finklea After School Program	After School Program	\$10,000
SOS Autism Services	Independent Living Instruction	\$35,000
ECHO	Homeless Case Management	\$20,000
Childrens Recovery Center	Forensic Exams	\$20,000
	Subtotal	\$225,000
Housing Programs:		
Horry County	Homeowner Resiliency Rehabilitation	\$402,225
	Subtotal	\$402,225
Infrastructure:		
HC - Infrastructure	Racepath Infrastructure Phase II & III, Socastee Drainage, and LMI Area Infrastructure Projects	\$555,000
	Subtotal	\$555,000
Administration:		
Administration Expenses	Administration	\$394,075
	Subtotal	\$394,075
Horry County CDBG Program	TOTAL	\$1,576,300
MYRTLE BEACH:		
Public Facilities:		

Public Facility Improvements	Parking improvements at Mary C. Canty Center	\$200,000
	Subtotal	\$200,000
Public Infrastructure:		
Infrastructure Improvements	Infrastructure improvements along Grey Street and in LMI areas	\$194,075
	Subtotal	\$194,075
Myrtle Beach Program Total	TOTAL	\$394,075
TOTAL - ALL PROJECTS		\$1,970,375

EMERGENCY SOLUTIONS GRANT:

Funds will be utilized for rapidly rehousing homeless individuals, homelessness prevention assistance, and emergency shelter. Funds will be awarded to the Eastern Carolina Homelessness Organization for rapid rehousing, homelessness prevention, emergency shelter, and HMIS/administration.

EMERGENCY SOLUTIONS GRANT		\$180,444
	Rapid Rehousing - ECHO	\$110,444
	Homelessness Prevention - ECHO	\$38,000
	Emergency Shelter - ECHO	\$20,000
	Administration/HMIS - ECHO	\$7,000
	Administration – Horry County	\$5,000

HOME INVESTMENT PARTNERSHIP PROGRAM

As in 2019-2020, the HOME budget for 2020-2021 is allocated by project funding type. Because HUD wants to see the types of projects the County anticipates funding, a breakdown of project categories will be included in the budget submitted at this time. Specific activities selected for funding will be determined at a later date. Staff will coordinate with local agencies and jurisdictions to prepare “ready-to-go” projects through two processes. Rental projects will be solicited on a rolling basis as projects secure funding, are underwritten, and are ready to move to the construction. Homeowner and tenant based rental assistance activities will be determined through a semiannual request for proposals. The next solicitation will be conducted in June.

HOME	
Administration	\$104,246
Rental Housing Development	\$250,000
Homeowner Housing Development	\$438,212
Homeowner Rehabilitation	\$150,000

TBRA	\$50,000
CHDO Operating	\$50,000
TOTAL - HOME	\$1,042,458

RECOMMENDATION

Staff recommend the administration committee forward the 2020 – 2021 Annual Action Plan to County Council for approval.



Horry County HOME Consortium

2020 Annual Action Plan

DRAFT

Horry County
Community Development
1515 4th Avenue
Conway, SC 29526

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Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Horry County HOME Consortium is comprised of three counties located in eastern South Carolina. In addition to Horry County, Georgetown County, and Williamsburg County, the Consortium's jurisdiction includes 12 municipalities. This jurisdiction includes the majority of the Myrtle Beach Metropolitan Statistical Area (MSA), the fourth largest MSA in the state and the second fastest growing MSA in the country. This Annual Action Plan covers a one year time span, from July 1, 2020 to June 30, 2021.

The Horry County HOME Consortium (HCHC) was created in 2018 as a regional collaborative to better assist local jurisdictions within the region with addressing local and regional housing needs. The Consortium Annual Action Plan is a single year comprehensive planning document which outlines the goals and strategies to address housing and community development issues and articulates how federal funds will be used to contribute to these goals.

The Annual Action Plan is required by the United States Department of Housing and Urban Development (HUD) from all jurisdictions receiving annual federal assistance each year. The Horry County HOME Consortium 2020-2021 Annual Action Plan combines the planning and application processes for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant Program (ESG). The Consortium utilizes HOME funds to assist with these goals. CDBG and ESG funds are also included, but are only available for use in Horry County.

Horry County's Community Development Department is the primary agency responsible for submission, implementation, and administration of the Annual Action Plan. Submission of the Annual Action Plan is how the Consortium:

- Will apply for the federal assistance programs listed above;
- Establishes the goals, objectives, and projects it will pursue through its federal grant programs;
- Commits to spend its federal funds to benefit very low, low, and moderate-income residents and communities

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This Annual Action Plan utilizes four priority needs identified in the 2018-2022 Horry County HOME Consortium Consolidated Plan with associated objectives and outcomes that align with the objectives of

the funding program associated with them. The objectives are often broad in nature and capture a range of community needs.

Priority Need #1 – Affordable Housing Preservation and Development

- Goal 1A: Increase Homeownership Opportunities
- Goal 1B: Increase Affordable Rental Housing Opportunities
- Goal 1C: Provide for Owner Occupied Housing Rehabilitation
- Goal 1D: Reduce Slum and Blight in Residential Areas

Priority Need #2 – Improvements to Public Facilities and Infrastructure

- Goal 2A: Expand and Improve Public Infrastructure and Capacity
- Goal 2B: Improve Access to Public Facilities

Priority Need #3: Addressing Homelessness

- Goal 3A: Provide for Rapid Rehousing Programs
- Goal 3B: Increase and Improve Homeless Prevention Services
- Goal 3C: Increase Availability of Overnight Shelter Beds

Priority Need #4: Expansion of Available Public Services

- Goal 4A: Provide Vital Public Services

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Consortium made significant contributions during the program year to provide safe, decent, and affordable housing to region. Approximately 21 single family residences have been rehabilitated or are currently undergoing rehabilitation through Horry County's CDBG owner occupied housing rehabilitation program. In 2019-2020, USDA grant funds were coupled with CDBG funds to assist low-income homeowners in rural areas of Horry County. The County recognizes the importance and effectiveness of leveraging supplementary funds and will continue to apply for USDA funding when possible. Additionally, the County continues to refer applicants for owner-occupied housing rehabilitation who have experienced disaster-related storm damage to the South Carolina Disaster Recovery Office in order to expedite assistance to applicants and to maximize the use of CDBG funding for households that were not impacted by storm-related damage.

In 2019-2020, Horry County began its second year of operations as Participating Jurisdiction for the Horry County HOME Consortium. The Consortium has completed three units so far this year, with three additional units currently under construction. Of note, Habitat for Humanity of Georgetown County completed its first homeownership unit in November 2019 and has one homeownership unit that will complete construction in May 2020. Two other Habitat homeownership units are beginning construction. His Hands of Horry County completed two housing rehabilitation activities this year and is identifying additional rehabilitation activities. Grand Strand Housing is completing structural designs for three rental new construction units, and will begin construction in the near future. Finally, Horry County HOME Consortium recently awarded funding to Habitat for Humanity of Horry County for the new construction of three homeowner units. A subrecipient agreement will be executed for this project in the near future.

Considerable progress was made during the program year to address homelessness and at-risk populations. To date, 22 homeless persons were moved into permanent housing solutions and 4 persons received homeless prevention services through the use of ESG funds.

Several infrastructure and public facility projects were completed or are currently underway. Horry County completed a road resurfacing project in the Bennett Loop community near Loris, an identified LMI target community. The road is the lone thoroughfare which provides access to the residents of the community. Horry County is in the design stage of the second phase of infrastructure improvements in the Racepath Community this year. Phase II will provide additional street improvements, including access to water and sewer along Racepath Street in the southern portion of the community. The City of Myrtle Beach is currently constructing Phase II of its public facility project, Charlie's Place. Phase II of the Charlie's Place project includes conversion of former motel units into business incubator spaces to serve the adjoining low income community, as well as decade-oriented museum spaces honoring the history of this important cultural landmark.

In 2018, Horry County was awarded a FEMA Hazard Mitigation Grant Program project to develop a flood mitigation and resilience plan. A particular focus of the study is the development of projects, policies and strategies to assist LMI communities that have experienced repetitive loss due to flooding. This project has an extensive public outreach component in order to identify unmet needs, and to actively engage communities in the development of replicable pilot projects that can be customized for different neighborhood needs. Needs identified through this process are incorporated into project opportunities when feasible.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation and consultation is key to the success of the Consortium's public programs. The jurisdiction continues to work with key non-profit organizations in encouraging the participation of the citizens they serve, including many low and moderate-income residents who are the primary targets of HUD-funded programs.

The citizen participation process is designed to encourage all citizens, including persons of lower income, persons of color, non-English speaking residents, and those with mobility, visual, and hearing impairments or other disabilities to participate in determining housing and community development needs in the community.

Below is a summary of the citizen participation efforts taken:

In addition to HUD-specific activities, Horry County Community Development conducted public meetings and focus groups related to housing and infrastructure needs in flood-prone areas as part of a FEMA-funded flood mitigation and resiliency project. The meetings were conducted as follows:

Public Meetings:

October 22, 2019 from 6:00-8:00 PM at Socastee High School, 4900 Socastee Blvd, Myrtle Beach, SC 29588. This meeting was focused on communities impacted by Waccamaw River flooding, including but not limited to the Rosewood and Bridge Creek neighborhoods, and was attended by 88 individuals.

October 23, 2019 from 6:00-8:00 PM at North Strand Recreational Center, 120 State Highway 57 South, Little River, SC, 29566. This meeting was focused on communities impacted by Waccamaw River and Buck Creek flooding in the northern part of unincorporated Horry County, and was attended by 93 individuals.

October 24, 2019 from 6:00-8:00 PM at James R. Frazier Community Center, 1370 Bucksport Road, Bucksport, SC 29527. This meeting was focused on the Bucksport Community, which experienced repetitive flooding from the Little Pee Dee and Waccamaw Rivers. Located in the southern part of the county, this meeting was attended by 84 individuals.

Focus Groups:

October 22, 2019 from 8:00-10:00 AM at Horry Electric Cooperative, 2774 Cultra Road, Conway, SC, 29526. This meeting was for Volunteer Organizations Assisting in Disasters (VOADs).

October 22, 2019 from 12:00-2:00 PM at Horry Electric Cooperative, 2774 Cultra Road, Conway, SC, 29526. This meeting was for Infrastructure and Public Safety personnel.

October 23, 2019 from 10:00 AM – 12:00 PM at Horry Electric Cooperative, 2774 Cultra Road, Conway, SC, 29526. This meeting was for Boards and Commissions.

October 23, 2019 from 12:30-2:30 PM at Horry Electric Cooperative, 2774 Cultra Road, Conway, SC, 29526. This meeting was for Conservation Practitioners and Ambassadors.

October 24, 2019 from 10:00-12:00 PM at Horry Electric Cooperative, 2774 Cultra Road, Conway, SC, 29526. This meeting was with the real estate, business and development communities.

Representatives from Horry County Council, County Administration, Engineering, Code Enforcement, Planning & Zoning, Finance, Public Information, Emergency Management, and Community Development

attended the community meetings, and representatives from County Departments attended stakeholder meetings to engage with the public and the consultant team regarding community input. A total of 326 individuals participated in public meetings and focus groups, and 114 participants completed detailed surveys regarding the damage they experienced during Hurricanes Joaquin, Matthew, Florence, and Dorian. These data were analyzed by the consultants, and community input is being integrated into the planning process.

Three community needs assessments were held to give the public an opportunity to provide input on the housing and community development needs of the region. Meetings were held at:

January 7, 2020 at 3:00 PM at the Williamsburg County Council Chambers, 201 West Main Street, Kingstree, SC 29556

January 8, 2020 at 3:00 PM at the Waccamaw Regional Council of Governments, 1230 Highmarket Street, Georgetown, SC 29440

January 9, 2020 at 4:00 PM at the Horry County Community Development Office, 1515 Fourth Avenue, Conway, SC 29526

No comments were submitted by the public during the needs assessment process.

On March 13, 2020, President Trump declared a national emergency concerning the Novel Coronavirus Disease (COVID-19). The current COVID-19 pandemic presented an obstacle to the County's ability to conduct public hearings for the annual action plan process. In the interest of public safety, Horry County closed all public buildings to the general public on March 18, 2020. As such, the Horry County citizen participation plan was adjusted to allow for shorter periods of public hearing notification from ten (10) days to five (5), as well as to allow for a virtual public participation process throughout the region.

The Horry County HOME Consortium will hold a 15-day public comment period to give the public an opportunity to make comments on the Annual Action Plan draft, which was made available for download on the County's website from April 16 to April 30, 2020. The plan was also available for hard copy pick-up through the Horry County planning department's drive-through window and an outdoor brochure box affixed to the Community Development front door. These mechanisms provided options for obtaining copies of the plan for those who were unable to access an electronic copy on the County's website.

The platform for the public hearing was also altered to facilitate public health needs and to promote the safety of those involved in the public comment process. A public presentation on the Annual Action Plan was made available on the county's website via a YouTube video and comments were collected via a conference call comment line which allowed residents to provide input on the plan. The public hearing was scheduled for April 22nd at 2 pm.

The Annual Action Plan will be presented to the Horry County Council on May 5, 2020 during a virtual County Council Meeting. All constituents of the Horry County HOME Consortium are invited to participate in the virtual hearing and to view the County Council meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Below is a summary of public comments made for the community needs assessments. Comments from the public hearings and 15-day public comment period will be summarized after the meetings are held.

Needs Assessment 1 - 1/7/2020 - Williamsburg County Council Chambers, 201 W. Main St., Kingstree at 3PM: There were no comments from the public.

Needs Assessment 2 - 1/8/2020 - WRCOG, 1230 Highmarket St., Georgetown at 3PM: There were no comments from the public.

Needs Assessment 3 - 1/9/2020 - Horry County CD, 1515 Fourth Ave., Conway at 4PM: There were no comments from the public.

15-day Public Comment period from April 16 to April 30, 2020: Comments from the public will be included at the conclusion of the public comment period.

Virtual Public Hearing 1 - 4/22/2020 at 2PM – Virtual Public Hearing for Annual Action Plan: Comments will be summarized after the public hearing is held.

County Council Meeting - 5/5/2020 - Virtual Public Hearing at the Horry County Council meeting on May 5, 2020 for the approval of the Annual Action Plan: Comments will be summarized after the public hearing is held.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

N/A

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	HORRY COUNTY	Community Development
HOME Administrator	HORRY COUNTY	Community Development
ESG Administrator	HORRY COUNTY	Community Development

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Courtney Frappaolo
Community Development Director
Community Development
1515 4th Avenue
Conway, SC 29526
Phone: (843) 915-7033

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The Horry County HOME Consortium is the lead agency responsible for HUD's HOME program within the three counties in the state of South Carolina. In addition to the counties of Williamsburg, Georgetown, and Horry, the Consortium's jurisdiction includes 12 municipalities. The Consortium engages in an ongoing effort to coordinate among its local network of public, private, and nonprofit organizations that deliver housing and public services to ensure the needs of the community are met. Moreover, Horry County is solely responsible for administering the CDBG and ESG programs in Horry County.

In addition to the government offices which make up the Consortium, local agencies, nonprofits, and the public were given the opportunity for input contributions to the Annual Action Plan. Through guidance from the 2017 Assessment of Fair Housing (AFH) for the region, the Consortium solicited feedback from agencies and organizations that work specifically with communities with protected classes such as race, color, national origin, age, and persons with disabilities. Efforts were also made to consult fair housing organizations.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The Horry County HOME Consortium works closely with the four Public Housing Authorities (PHA) that operate within the three counties of the region. The PHAs are: The Housing Authority of Conway (HAC), The Housing Authority of Myrtle Beach (HAMB), The Georgetown Housing Authority (GHA) and the Kingstree Housing Authority (KHA). HAC and HAMB operate public housing programs in Horry County, while GHA operates in Georgetown County and KHA operates in Williamsburg County. Through ongoing communication with the PHAs, the Consortium can better address individuals and families that are in need of affordable housing.

In addition, Horry County serves on the Continuum of Care (CoC) board of directors. The CoC's mission is that every individual and family that is homeless, or at-risk of becoming homeless, is rapidly re-housed or sustained in current housing. The CoC plans, develops, and implements strategies to resolve the housing crisis experienced by these individuals and families. The County also works with the CoC for the Point-In-Time counts. Emphasis during 2020 has been to increase CoC participation and collaborative partnerships among public and assisted housing providers, as well as private and government health, mental health, and youth service organizations. Through collaboration, the Consortium is able to address housing the homeless population.

Horry County Community Development is in the process of developing an impactful relationship with the Department of Health and Environmental Control (DHEC) through the development of several health initiatives. DHEC coordinated the CDC's National Health and Nutrition Examination Survey (NHANES) with NHANES is a program of studies designed to assess the health and nutritional status of adults and children in the United States. The survey is unique in that it combines interviews and physical examinations. Findings from this survey will be used to determine the prevalence of major diseases and risk factors for diseases. In addition, the County has coordinated the regular review of lead prevalence within the county. Most recently, the County has coordinated planning and response efforts incorporating public education and temporary housing placement related to COVID-19 with the DHEC Director of Public Health Preparedness.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Horry County is an active member in the Continuum of Care (CoC) and regularly coordinates with the CoC on homelessness issues in the region. The Horry County Community Development Director attends the CoC's monthly meetings and also serves on the CoC's board of directors and grant selection committee, which includes grants primarily for Permanent Supportive Housing, Rapid Rehousing, and Rental Assistance. The County, with the help of CoC, is responsible for the homeless programming efforts, HMIS, and the Coordinated Assessment System (CAS) programs in Horry County. CAS programs include a centralized point of entry, a coordinated assessment, prioritized wait list for housing and networked referral system.

In 2010, Horry County partially funded and took part in a 10-Year Homelessness Plan. The purpose of the Plan is to increase cooperation between non-profits and local governments. This collaboration will increase the efficiency and effectiveness of programs that assist the current homeless population and those at risk of becoming homeless. The County is currently working with the CoC to implement this plan.

The CoC administrator, Eastern Carolina Homelessness Organization (ECHO), received a technical assistance grant in 2019 to conduct a "100-Day Challenge to end youth homelessness" . 100-Day Challenges are part of the growing national movement to prevent and end youth homelessness in America. The compressed timeframe of 100 days, an unreasonable goal, and support from coaches, peers, and federal leaders all work to inspire teams to achieve rapid progress and sustainable system change. Eastern Carolina Homelessness Organization (ECHO) teamed up with the U.S. Department of Housing and Urban Development (HUD) for an ambitious 100-Day Challenge that strengthened the community's coordinated response to preventing and ending youth homelessness. Local youth and young adult (YYA) agencies accepted the challenge of working together across systems to collaborate, innovate, and to build a strong coordinated community wide system to help move youth experiencing homelessness off the streets into a place to call home. This involved identifying youth who are literally homeless, assessing and prioritizing needs, identifying rentable properties, and matching youth up with the

appropriate housing option. The Horry County's 100-Day Challenge Team exceeded their goal of safely and stably housing 50 youth or young adults experiencing homelessness, with a total of 62 individuals served. The process provided an opportunity for the County to participate in a model focused on problem-solving and planning for system-wide efforts to address youth and young adults (YYA) experiencing homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

One of the primary strategies for the Continuum in ending homelessness is collaboration. The CoC administrator works with Horry County to ensure consistency and coordination between the CoC and ESG funding. Through the ongoing meetings and consultation with the Continuum, the County will implement its ESG programs, which includes developing policies, procedures, and a plan to evaluate outcomes as well as administration of HMIS.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Eastern Carolina Homelessness Organization
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	ECHO manages the County's ESG allocation and is consulted (directly and through its members) through attendance at the monthly meetings. Agency attended workshop and submitted an application for funding consideration.
2	Agency/Group/Organization	City of Myrtle Beach
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Myrtle Beach is a subrecipient of CDBG funding and has an intergovernmental agreement with Horry County.
3	Agency/Group/Organization	Churches Assisting People (CAP)
	Agency/Group/Organization Type	Services-Homeless Services-Children Services-Elderly Services-Health
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Homeless Needs - Families with children

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop. Agency provides food pantry services for low income families.
4	Agency/Group/Organization	New Directions
	Agency/Group/Organization Type	Services – Housing Services – Children Services - Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop and submitted an application for funding consideration. Agency provides homeless transitional shelter.
5	Agency/Group/Organization	A Father’s Place
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop and submitted an application for funding consideration. Agency provides workforce training and employment soft skills.

6	Agency/Group/Organization	Children's Recovery Center
	Agency/Group/Organization Type	Services-Children Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop and submitted an application for funding consideration. Agency provides public services in the form of forensic exams of abused children.
7	Agency/Group/Organization	SOS Healthcare
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop. Agency assists young adults with Autism and other developmental disabilities with development of life skills for independent living.
8	Agency/Group/Organization	Myrtle Beach Housing Authority
	Agency/Group/Organization Type	Housing PHA Services-homeless Service-Fair Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop and submitted an application for funding consideration. Agency provides Section 8 and VASH vouchers in the City of Myrtle Beach.

9	Agency/Group/Organization	Waccamaw Center for Mental Health
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs – Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop. Agency assists individuals with mental health issues.
10	Agency/Group/Organization	Association for the Betterment of Bucksport
	Agency/Group/Organization Type	Services - Housing Services - Education Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop and submitted an application for funding consideration. Agency is committed to activities that support revitalization of the Bucksport community.
11	Agency/Group/Organization	Finklea Community Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop and submitted an application for funding consideration. Agency provides after school enrichment activities for children of low-income families.
12	Agency/Group/Organization	Kingston Lake Education and Business Center
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop. Agency provides after school enrichment activities for children of low-income families and other public services.
13	Agency/Group/Organization	Family Justice Center
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop. Agency assists victims of domestic violence.
14	Agency/Group/Organization	Anointed Touch Ministries
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs – Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop and submitted an application for funding consideration. Agency provides assistance to homeless individuals and families.
15	Agency/Group/Organization	Waccamaw Economic Opportunity Council (Waccamaw EOC)
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Regional Organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop. Agency provides public services that promote economic stability and self-sufficiency for families.
16	Agency/Group/Organization	Sea Haven
	Agency/Group/Organization Type	Services-Homeless Services-Children
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency attended application workshop. Agency provides shelter, emergency stabilization, and long term services for teenage youth.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies intentionally left out of the consultation process in the development of the Annual Action Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	ECHO	The CoC is made up of organizations and agencies that provide a vast array of services to individuals and families that are homeless, or at imminent risk of becoming homeless.
2017 Assessment of Fair Housing	Horry County HOME Consortium	In 2017, the Horry County HOME Consortium completed an AFH, the Consortium's primary tool for identifying contributing factors for fair housing issues in the region. The AFH provides goals, each with strategies and a timeline of measurement for each goal to address these issues and affirmatively further fair housing in the region.
2019 Resiliency Plan	Horry County	In 2018, FEMA awarded a grant to Horry County to develop a resiliency and mitigation plan to address repetitive flooding in unincorporated areas of the County.
Imagine 2040	Horry County	Horry County Government's Comprehensive Plan, Imagine 2040, provides practical implementation strategies to help the County reach its future goals. The long range planning document guides decision making to ensure that planning and community development initiatives align to achieve guided growth and desired outcomes.

Table 3 – Other local / regional / federal planning efforts

Narrative

Through guidance from the 2017 AFH for the region, the Consortium solicits feedback from agencies and organizations that work specifically with communities serving protected classes such as race, color, national origin, age and persons with disabilities. Efforts are also made to consult fair housing organizations.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In an effort to allow citizens in the region to participate in the Annual Action Plan, the Consortium solicits comments and feedback from the public to help guide the planning of entitlement programs in the region. The Consortium adheres closely to HUD's citizen participation guidelines. Below is a summary of the citizen participation efforts taken:

Three community needs assessments were held to give the public an opportunity to provide input on the housing and community development needs of the region. Meetings were held at:

January 7, 2020 at 3:00 PM at the Williamsburg County Council Chambers, 201 West Main Street, Kingstree, SC 29556

January 8, 2020 at 3:00 PM at the Waccamaw Regional Council of Governments, 1230 Highmarket Street, Georgetown, SC 29440

January 9, 2020 at 4:00 PM at the Horry County Community Development Office, 1515 4th Avenue, Conway, SC 29526

No comments were submitted by the public during the needs assessment process.

On March 13, 2020, President Trump declared a national emergency concerning the Novel Coronavirus Disease (COVID -19). The current COVID-19 pandemic presented an obstacle to the County's ability to conduct public hearings for the annual action plan process. In the interest of public safety, Horry County closed all public buildings to the general public on March 18, 2020. As such, the Horry County citizen participation plan was adjusted to allow for shorter periods of public hearing notification from ten (10) days to five (5), as well as to allow for a virtual public participation process throughout the region.

The Horry County HOME Consortium held a 15-day public comment period to give the public an opportunity to make comments on the Annual Action Plan draft, which was made available on the County's website from April 16 to April 30, 2020. The plan was also available for hard copy pick-up through the Horry County planning department's drive-through window and an outdoor brochure box affixed to the Community Development front door. These mechanisms provided options for obtaining copies of the plan for those who were unable to access an electronic copy on the County's website.

The platform for the public hearing was also altered to facilitate public health needs and to promote the safety of those involved in the public comment process. A public presentation was made available on the county's website via a YouTube video and comments were collected via a conference call comment line

which allowed residents to provide input on the plan. The public hearing was scheduled for April 22, 2020 at 2 pm.

The Annual Action Plan will be presented to the Horry County Council on May 5, 2020 during a virtual County Council Meeting. All constituents of the Horry County HOME Consortium are invited to participate in the virtual public hearing and to view the County Council meeting.

5. Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/broad community	The Horry County HOME Consortium held a public hearing to obtain input on the housing and community development needs of the region. An opportunity was given to the public to provide comments. The first meeting was held at: 1/7/20 – Williamsburg Co. Council Chambers, 201 W Main St, Kingstree at 3 PM.	There were no comments from the public.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
2	Public Hearing	Non-targeted/broad community	The Horry County HOME Consortium held a public hearing to obtain input on the housing and community development needs of the region. An opportunity was given to the public to provide comments. The second meeting was held at: 1/8/20 – Waccamaw Regional COG, 1230 Highmarket St, Georgetown at 3 PM.	There were no comments from the public.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
3	Public Hearing	Non-targeted/broad community	The Horry County HOME Consortium held a public hearing to obtain input on the housing and community development needs of the region. An opportunity was given to the public to provide comments. The third meeting was held at: 1/9/20 - Horry County Community Development, 1515 4th Ave., Conway at 4 PM.	There were no comments from the public.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	15-Day Public Comment Period	Non-targeted/broad community	The Horry County HOME Consortium held a 15-day Public Comment period to give the public an opportunity to make comments on the Action Plan draft, which was made available from April 16 to April 30, 2020.	Comments will be summarized at the conclusion of the public comment period.	All comments were accepted.	
5	Public Hearing	Non-targeted/broad community	The Horry County HOME Consortium will hold a virtual public hearing to give the public an opportunity to comment on the Action Plan draft. The virtual public hearing will be held: 4/22/2020 at 2 PM.	Comments will be summarized at the conclusion of the public comment period.	All comments were accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

In 2020, the Horry County HOME Consortium will receive \$1,042,458 in HOME funds to use toward HOME program needs of the Consortium’s service areas: Georgetown, Horry, and Williamsburg counties.

Horry County also administers Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) program funding. Horry County receives CDBG and ESG funding directly from HUD as an entitlement grantee. In 2020, Horry County will receive \$1,970,375 towards CDBG programming in Horry County. For the ESG program, Horry County will receive \$180,444 towards emergency solutions in the county.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,970,375	0	0	1,970,375	3,940,750	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,042,458	0	0	1,042,458	2,084,916	
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	180,444	0	0	180,444	360,888	

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Myrtle Beach will conduct public facility improvements on publicly-owned land at the Mary C. Canty Recreation Center. The project will improve parking at the facility, which serves a low to moderate income community.

Discussion

N/A

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A: Increase Homeownership Opportunities	2018	2022	Affordable Housing	City of Myrtle Beach - Central City Revitalization Area - Horry County Race Path - Horry County Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County City of Myrtle Beach - Horry County Horry County Bennett Loop - Horry County City of Georgetown - West End Neighborhood - Georgetown County Town of Andrews - Georgetown County Town of Kingstree -	Affordable Housing Preservation & Development	HOME: \$438,212	Homeowner Housing Added: 4 Household Housing Units

					Williamsburg County Town of Greeleyville - Williamsburg County Socastee - Horry County Georgetown County Williamsburg County			
2	1B: Increase Affordable Rental Hsg Opportunities	2018	2022	Affordable Housing	City of Myrtle Beach - Central City Revitalization Area - Horry County Race Path - Horry County Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County City of Myrtle Beach - Horry County Horry County Bennett Loop - Horry County City of Georgetown - West End Neighborhood - Georgetown County Town of Andrews - Georgetown County Town of Kingtree -	Affordable Housing Preservation & Development	HOME: \$250,000	Rental units constructed: 3 Household Housing Unit

					Williamsburg County Town of Greeleyville - Williamsburg County Socastee - Horry County Georgetown County Williamsburg County			
3	1C: Provide for Owner Occupied Hsg Rehabilitation	2018	2020	Affordable Housing	City of Myrtle Beach - Central City Revitalization Area - Horry County Race Path - Horry County Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County City of Myrtle Beach - Horry County Horry County Bennett Loop - Horry County City of Georgetown - West End Neighborhood - Georgetown County Town of Andrews - Georgetown County Town of Kingtree -	Affordable Housing Preservation & Development	CDBG: \$402,225 HOME: \$150,000	Homeowner Housing Rehabilitated: 14 Household Housing Units

					Williamsburg County Town of Greeleyville - Williamsburg County Socastee - Horry County Georgetown County Williamsburg County			
4	2A: Expand & Improve Public Infrastructure Capacity	2018	2020	Non-Housing Community Development	City of Myrtle Beach - Central City Revitalization Area - Horry County Race Path - Horry County Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County City of Myrtle Beach - Horry County Horry County Bennett Loop - Horry County Socastee - Horry County	Improvements to Public Facilities & Infrastructure	CDBG: \$749,075	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2,300 Persons Assisted
5	2B: Improve Access to Public Facilities	2018	2020	Non-Housing Community Development	City of Myrtle Beach - Central City Revitalization Area - Horry County Race Path - Horry County	Improvements to Public Facilities & Infrastructure	CDBG: \$200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing

					Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County City of Myrtle Beach - Horry County Horry County Bennett Loop - Horry County Socastee - Horry County			Benefit: 2,410 Persons Assisted
6	3A: Provide for Rapid Re- housing Programs	2018	2022	Homeless	City of Myrtle Beach - Central City Revitalization Area - Horry County Race Path - Horry County Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County City of Myrtle Beach - Horry County Horry County Bennett Loop - Horry County City of Georgetown - West End Neighborhood	Addressing Homelessness	HOME: \$50,000 ESG: \$110,444	Tenant-based rental assistance / Rapid Rehousing: 46 Households Assisted

					- Georgetown County Town of Andrews - Georgetown County Town of Kingstree - Williamsburg County Town of Greeleyville - Williamsburg County Socastee - Horry County Georgetown County Williamsburg County			
7	3B: Increase & Improve Homeless Prevention Service	2018	2022	Homeless	City of Myrtle Beach - Central City Revitalization Area - Horry County Race Path - Horry County Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County City of Myrtle Beach - Horry County Horry County Bennett Loop - Horry County Socastee - Horry County	Addressing Homelessness	ESG: \$38,000	Homelessness Prevention: 75 Persons Assisted

8	3C: Increase Availability of Overnight Shelter Beds	2018	2022	Homeless	City of Myrtle Beach - Central City Revitalization Area - Horry County Race Path - Horry County Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County City of Myrtle Beach - Horry County Horry County Bennett Loop - Horry County Socastee - Horry County	Addressing Homelessness	ESG: \$20,000	Emergency Shelter: 50 Persons Assisted
9	4A: Provide Vital Public Services	2018	2022	Non-Homeless Special Needs	Race Path - Horry County Freemont - Horry County Bucksport - Horry County Cedar Branch - Horry County Goretown - Horry County Brooksville - Horry County Horry County Bennett Loop - Horry County Socastee - Horry County	Expansion of Available Public Services	CDBG: \$225,000	Public service activities other than Low/Moderate Income Housing Benefit: 345 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 155 Households Assisted

Table 3 – Goals Summary

Goal Descriptions

1	Goal Name	1A: Increase Homeownership Opportunities
	Goal Description	<p>Increase homeownership opportunities in the region through adding homeowner housing and through direct financial assistance to low- and moderate-income households.</p> <p>Expand and improve access to funding sources in the region for owner-occupied housing through partnering with local lending institutions to leverage public and private funding.</p> <p>Increase fair housing enforcement by mapping opportunity areas and encourage development of affordable housing in areas when possible.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Source</p> <p>AFH Goal 5: Increase Fair Housing Enforcement</p>
2	Goal Name	1B: Increase Affordable Rental Hsg Opportunities
	Goal Description	<p>Increase affordable rental housing opportunities in the region through new rental units constructed, rehabilitation of rental units which will address the need for safe, decent and sanitary conditions.</p> <p>Expand and improve access to funding sources in the region for renter-occupied housing through partnering with local lending institutions to leverage public and private funding.</p> <p>Increase affordable housing development in high opportunity areas through partnering with private developers to create mixed income developments.</p> <p>Increase fair housing enforcement by mapping opportunity areas and encourage development of affordable housing in areas when possible.</p> <p>The 2017 AFH also has identified the need for more affordable housing development in the region and calls for new affordable units placed in low- and moderate-income tracts.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Source</p> <p>AFH Goal 2: Reduce Public Barriers to Affordable Housing Development</p> <p>AFH Goal 3: Increase Affordable Housing Developments in High Opportunity Areas</p> <p>AFH Goal 5: Increase Fair Housing Enforcement</p>

3	Goal Name	1C: Provide for Owner Occupied Hsg Rehabilitation
	Goal Description	<p>Horry County will provide for owner occupied housing rehabilitation in low- and moderate-income areas and households with help from its local housing partner, the City of Myrtle Beach. Rehabilitation addresses the needs for decent, safe, and sanitary owner-occupied housing, providing households in the area with emergency, essential, and substantial repair projects. Housing rehabilitations will also provide more access and accommodations to the elderly and disabled. All pre-1978 owner-occupied units in the rehabilitation program are tested and mitigated for lead-based paint, if necessary, and will follow the lead-based paint hazard removal process outlined in this Plan.</p> <p>Expand and improve access to funding sources in the region through partnering with local lending institutions to leverage public and private funding.</p> <p>Reduce substandard housing by expanding homeowner occupied rehabilitation opportunities with focus on target areas, increasing competition and participation of contractors for development and retention of affordable housing and providing funding prioritization and applicant prioritization for programs that focus on housing for individuals who need supportive housing and organizations that prioritize clients with supportive housing needs.</p> <p>Increase fair housing enforcement by mapping opportunity areas and encourage development of affordable housing in areas when possible.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Source AFH Goal 4: Reduce Substandard Housing AFH Goal 5: Increase Fair Housing Enforcement</p>
4	Goal Name	2A: Expand & Improve Public Infrastructure Capacity
	Goal Description	<p>Expanding and improving public infrastructure addresses the need for the creation of a safer, more suitable living environment in low to moderate income areas. Infrastructure provides the foundation of neighborhood revitalization efforts, affordable housing improvements, and spurs economic development.</p> <p>Expand and improve access to funding sources in the region through partnering with local lending institutions to leverage public and private funding.</p> <p>Increase access to transportation services by expanding bus service with a focus on schools, parks, and employment centers & bike and pedestrian facilities with linkages to schools, parks, and employment centers. Examine ride share programs for funding to assist disabled and elderly individuals.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Source AFH Goal 6: Increase Access to Transportation Services</p>

5	Goal Name	2B: Improve Access to Public Facilities
6	Goal Description	<p>Improve access to public facilities that benefit low- and moderate-income areas and households through improvements to public facilities. As well as improved access through accommodations for elderly and disabled residents as needed. In addition, public facilities in low income areas provide centers for the delivery of public services, workforce development training, childcare, services for the elderly, and community policing programs.</p> <p>Expand and improve access to funding sources in the area through partnering with local lending institutions to leverage public and private funding.</p> <p>Increase funding for recreational facilities by increasing recreational facilities and programmatic opportunities in targeted LMI areas, RECAPs and Focus Areas, and construct new facilities and/or complete the rehabilitation & improvement of existing public facilities.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Source</p> <p>AFH Goal 8: Increase Funding for Recreational Facilities</p>
6	Goal Name	3A: Provide for Rapid Re-housing Programs
6	Goal Description	<p>Provide for Rapid Re-housing Programs through use of Tenant-based rental assistance (TBRA), rapid-rehousing, and housing added for homeless persons. Rapid re-housing programs for the prevention of homelessness are coordinated by the Consortium and members of the CoC.</p> <p>Expand and improve access to funding sources in the region through partnering with local lending institutions to leverage public and private funding.</p> <p>Increase fair housing enforcement by mapping opportunity areas and encourage development of affordable housing in areas when possible.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Source</p> <p>AFH Goal 5: Increase Fair Housing Enforcement</p>

7	Goal Name	3B: Increase & Improve Homeless Prevention Service
	Goal Description	<p>Increase and improve homeless prevention services in the region through coordination with the CoC and local service providers of the homeless population in Horry County. The Homeless Management Information System (HMIS), a local information system used to collect data on the homeless population will also be used to help with the prevention of homelessness in the county by identifying persons who are at-risk of becoming homeless. The Housing Authority of Myrtle Beach also runs several programs designed to help assists homeless families and veterans.</p> <p>Expand and improve access to funding sources in the region through partnering with local lending institutions to leverage public and private funding.</p> <p>Increase fair housing enforcement by mapping opportunity areas and encourage development of affordable housing in areas when possible.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Source</p> <p>AFH Goal 5: Increase Fair Housing Enforcement</p>
8	Goal Name	3C: Increase Availability of Overnight Shelter Beds
	Goal Description	<p>Increase availability of overnight shelter beds, emergency shelter and transitional housing beds in Horry County with members of the CoC and local shelters such as New Directions which has an emergency shelter and transitional housing. The Housing Authority of Myrtle Beach also runs several programs designed to help assists homeless families and veterans.</p> <p>Expand and improve access to funding sources in the area through partnering with local lending institutions to leverage public and private funding.</p> <p>Increase fair housing enforcement by mapping opportunity areas and encourage development of affordable housing in areas when possible.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Source</p> <p>AFH Goal 5: Increase Fair Housing Enforcement</p>

9	Goal Name	4A: Provide Vital Public Services
	Goal Description	<p>Provide vital public services for low and moderate-income households. The Consortium will work with its local community partners to find and provide adequate vital public services that meet the needs of the residents, which also include the elderly and disabled population.</p> <p>Supportive services that serve special needs populations in the area. The special needs population has been identified as the elderly, persons with a disability, persons and households with alcohol and/or drug addiction, and persons living with HIV/AIDS.</p> <p>Expand and improve access to funding sources in the area through partnering with local lending institutions to leverage public and private funding.</p> <p>Increase fair housing enforcement by mapping opportunity areas and encourage development of affordable housing in areas when possible.</p> <p>Support educational enrichment opportunities and programs through opportunities for after school programs, youth mentoring and tutoring programs, summer camps, reading programs, etc.</p> <p>Increase employment training and small business development opportunities by coordinating with regional workforce and educational agencies to expand workforce training opportunities and small business development opportunities.</p> <p>Increase economic development activities and investments by exploring opportunities and financing for expansion of public infrastructure including rail lines and major roadways as well as industrial parks.</p> <p>Includes:</p> <p>AFH Goal 1: Expand and Improve Access to Funding Sources</p> <p>AFH Goal 5: Increase Fair Housing Enforcement</p> <p>AFH Goal 7: Support Educational Enrichment Opportunities and Programs</p> <p>AFH Goal 9: Increase Employment/Training and Small Businesses</p> <p>AFH Goal 10: Increase Economic Development Activities and Investment</p>

AP-35 Projects - 91.420, 91.220(d)

Introduction

The projects were developed based on needs and recommendations made by the community, partner agencies, members of the CoC, partner PHAs and the members of the Consortium. This guidance helped in the development of the Consolidated Plan's priority needs and goals reflected in this Annual Action Plan. All the projects have the purpose to assist LMI neighborhoods and/or LMI households within the jurisdiction. The Horry County HOME Consortium is the lead agency responsible to administer the HOME program within all three counties and the 12-member municipalities in its jurisdiction. Horry County CD is the lead agency responsible for administering the CDBG and ESG program within Horry County.

#	Project Name
1	CDBG: Administration (2020)
2	CDBG: Horry County - Public Services (2020)
3	CDBG: Horry County - Homeowner Rehabilitation (2020)
4	CDBG: Horry County - Infrastructure Improvements (2020)
5	CDBG: Myrtle Beach - Infrastructure Improvements (2020)
6	CDBG: Myrtle Beach - Public Facility Improvements (2020)
7	ESG: ESG Projects (2020)
8	HOME: Administration (2020)
9	HOME: Rental Housing Development (2020)
10	HOME: Homeowner Housing Development (2020)
11	HOME: Owner Occupied Rehabilitation (2020)
12	HOME: TBRA (2020)
13	HOME: CHDO Operating Funds (2020)

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

AP-38 Project Summary		
1	Project Name	CDBG: Administration (2020)
	Target Area	Horry County
	Goals Supported	1A: Increase Homeownership Opportunities 1B: Increase Affordable Rental Hsg Opportunities 1C: Provide for Owner Occupied Hsg Rehabilitation 1D: Reduce Slum & Blight in Residential Areas 2A: Expand & Improve Public Infrastructure Capacity 2B: Improve Access to Public Facilities 3A: Provide for Rapid Re-housing Programs 3B: Increase & Improve Homeless Prevention Service 3C: Increase Availability of Overnight Shelter Beds 4A: Provide Vital Public Services
	Needs Addressed	Affordable Housing Preservation & Development Improvements to Public Facilities & Infrastructure Addressing Homelessness Expansion of Available Public Services Planning & Disaster Preparedness Economic Development
	Funding	CDBG: \$394,075
	Description	Administration of the Horry County CDBG Program for the 2020 program year.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Families throughout Horry County will benefit from administration of the CDBG program.
	Location Description	Horry County, South Carolina
	Planned Activities	Administration of the Horry County CDBG program for the 2020 program year.
2	Project Name	CDBG: Horry County - Public Services (2020)
	Target Area	Horry County
	Goals Supported	4A: Provide Vital Public Services
	Needs Addressed	Expansion of Available Public Services
	Funding	CDBG: \$225,000
	Description	This project includes all public service activities including those with household and individual beneficiaries.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	The County anticipates that approximately 500 low to moderate income households will benefit from CDBG-funded public service activities. Activities will include services for homeless, youth, and young adults with autism. Activities also include services for low income fathers and homebuyer assistance programs for residents of flood impacted areas.
	Location Description	Horry County, South Carolina
	Planned Activities	This project consists of jurisdiction-wide public service activities. Specific activities are under consideration and will be determined at a later date.
3	Project Name	CDBG: Horry County - Homeowner Rehabilitation (2020)
	Target Area	Horry County
	Goals Supported	1C: Provide for Owner Occupied Hsg Rehabilitation
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	CDBG: \$402,225
	Description	This project consists of owner-occupied housing rehabilitation in Horry County.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 10 units will be completed that will benefit low and moderate-income families in Horry County.
	Location Description	Horry County, South Carolina
	Planned Activities	Owner-occupied housing and resiliency rehabilitation throughout unincorporated Horry County.
4	Project Name	CDBG: Horry County - Infrastructure Improvements (2020)
	Target Area	Race Path - Horry County Horry County
	Goals Supported	2A: Expand & Improve Public Infrastructure Capacity
	Needs Addressed	Improvements to Public Facilities & Infrastructure
	Funding	CDBG: \$555,000
	Description	Infrastructure improvements in Racepath and LMI areas of Horry County.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This project consists of infrastructure improvements that will benefit residents located within the Racepath revitalization area, Socastee community, and LMI areas within Horry County.
	Location Description	Racepath community, Socastee, and LMI areas of Horry County.
	Planned Activities	Infrastructure improvements in the Racepath community, Socastee, and LMI areas of Horry County.
	Project Name	CDBG: Myrtle Beach - Infrastructure Improvements (2020)

5	Target Area	City of Myrtle Beach - Central City Revitalization Area - Horry County City of Myrtle Beach - Horry County
	Goals Supported	2B: Improve Access to Public Facilities
	Needs Addressed	Improvements to Public Facilities & Infrastructure
	Funding	CDBG: \$194,075
	Description	Infrastructure improvements may include, but not be limited to, water and sewer system improvements, stormwater and detention area upgrades, curb and gutter, road paving, sidewalks, and other pedestrian safety measures.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This project will primarily benefit residents located along Grey Street. Approximately 2,050 persons in the Grey Street area will benefit from infrastructure improvements.
	Location Description	Myrtle Beach, South Carolina
	Planned Activities	Infrastructure improvements in the Grey Street area of Myrtle Beach.
6	Project Name	CDBG: Myrtle Beach – Public Facility Improvements (2020)
	Target Area	City of Myrtle Beach - Central City Revitalization Area - Horry County City of Myrtle Beach - Horry County
	Goals Supported	2B: Improve Access to Public Facilities
	Needs Addressed	Improvements to Public Facilities & Infrastructure
	Funding	CDBG: \$200,000
	Description	Parking improvements at the Mary C. Canty Recreation Center
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	This project will benefit residents that utilize the Mary C. Canty Recreation Center. Approximately 2,410 persons will be served through this project.
	Location Description	Myrtle Beach, South Carolina
	Planned Activities	Parking improvements at the Mary C. Canty Recreation Center
7	Project Name	ESG: ESG Projects (2020)
	Target Area	Horry County
	Goals Supported	3A: Provide for Rapid Re-housing Programs 3B: Increase & Improve Homeless Prevention Service 3C: Increase Availability of Overnight Shelter Beds
	Needs Addressed	Addressing Homelessness

	Funding	ESG: \$180,444
	Description	ESG projects for the 2020 program year include administration (\$5,000), rapid rehousing (\$110,444), homelessness prevention (\$38,000), emergency shelter (\$20,000), and HMIS/administration services (\$7,000)
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Rapid rehousing activities will assist approximately 45 homeless households. Homelessness prevention services will assist approximately 75 households at risk of homelessness. Emergency Shelter will assist approximately 50 persons.
	Location Description	The Horry County ESG service area
	Planned Activities	ESG Program Administration - \$5,000 Rapid Rehousing - \$110,444 Homeless Prevention - \$38,000 Emergency Shelter - \$20,000 HMIS/Administration - \$7,000 Match ESG funding requires 100% match. Each recipient of ESG funds will match their allocation with approved funding sources as indicated in 24 CFR 576.207. A plan for the subrecipient's program match must be provided as a part of the application budget. A match audit is conducted at the 50% funding point and again prior to the final payment request of the agency awarded ESG funds. Match sources are also reviewed again as a part of the annual monitoring process. The ESG match is documented each year in the Consolidated Annual Performance and Evaluation Report (CAPER).
8	Project Name	HOME: Administration (2020)
	Target Area	Horry County Georgetown County Williamsburg County
	Goals Supported	1A: Increase Homeownership Opportunities 1B: Increase Affordable Rental Hsg Opportunities 1C: Provide for Owner Occupied Hsg Rehabilitation 4A: Provide Vital Public Services
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$104,246
	Description	Administration of the Horry County HOME Consortium during the 2020 program year.
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Families throughout the Horry County HOME Consortium will benefit from administration of the program.
	Location Description	The Horry County HOME Consortium serves the following counties within South Carolina: Horry County, Georgetown County, and Williamsburg County.
	Planned Activities	HOME program administration during the 2020 program year.
9	Project Name	HOME: Rental Housing Development (2020)
	Target Area	Horry County Georgetown County Williamsburg County
	Goals Supported	1B: Increase Affordable Rental Hsg Opportunities
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$250,000
	Description	HOME-funded rental housing development.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately three households at or below 60% AMI will benefit from this project.
	Location Description	Jurisdiction wide based on beneficiary eligibility.
	Planned Activities	New construction and rehabilitation of rental housing units.
10	Project Name	HOME: Homeowner Housing Development (2020)
	Target Area	Horry County Georgetown County Williamsburg County
	Goals Supported	1A: Increase Homeownership Opportunities
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$438,212
	Description	New construction of homeownership units.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately four low to moderate income families will benefit from this project.
	Location Description	Jurisdiction wide based on beneficiary eligibility.
	Planned Activities	New construction of single family residences.

11	Project Name	HOME: Owner Occupied Rehabilitation (2020)
	Target Area	Horry County Georgetown County Williamsburg County
	Goals Supported	1C: Provide for Owner Occupied Hsg Rehabilitation
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$150,000
	Description	Owner-occupied housing rehabilitation.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately four low to moderate income households will benefit from this project.
	Location Description	Jurisdiction wide based upon beneficiary eligibility.
	Planned Activities	Owner-occupied housing rehabilitation.
12	Project Name	HOME: TBRA (2020)
	Target Area	Horry County Georgetown County Williamsburg County
	Goals Supported	1B: Increase Affordable Rental Hsg Opportunities
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$50,000
	Description	Tenant Based Rental Assistance
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Approximately eight LMI households will receive rental assistance.
	Location Description	Jurisdiction wide based on beneficiary eligibility.
	Planned Activities	Tenant Based Rental Assistance during the 2020 program year.
13	Project Name	HOME: CHDO Operating Funds (2020)
	Target Area	Horry County Georgetown County Williamsburg County
	Goals Supported	1B: Increase Affordable Rental Hsg Opportunities
	Needs Addressed	Affordable Housing Preservation & Development
	Funding	HOME: \$50,000

Description	A HCHC certified CHDO will be provided up to \$50,000 in HOME funding to support its CHDO operations throughout the Horry County HOME Consortium.
Target Date	6/30/2021
Estimate the number and type of families that will benefit from the proposed activities	Not applicable
Location Description	CHDO Operations throughout the Horry County HOME Consortium.
Planned Activities	Operating support for a HCHC certified CHDO during the 2020 program year.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Consortium has identified several locations in the three counties that will receive directed assistance. One of the primary methods for determining geographic regions that will receive assistance is using HUD-identified racially/ethnically-concentrated areas of poverty (R/ECAP) tracts. Addressing R/ECAP tracts was major part of the Consortium’s 2017 Assessment of Fair Housing (AFH). HUD defines R/ECAP tracts as:

- 1) Census tracts with a minority non-white population of 50 percent or more
- 2) Tracts with 40 percent of individuals living at or before the poverty line, or is three or more times the average tract poverty rate for the area, or whichever threshold is lower

There were three R/ECAP tracts identified in the region:

- 45051050600 (Myrtle Beach, Horry County)
- 45043920201 (Town of Andrews, Georgetown County)
- 45089970801 (Williamsburg County)

In addition to the HUD-identified R/ECAP tracts, the Consortium will focus on other areas where there is a disproportionately high number of LMI and/or minority households. These areas may not meet the HUD definition of R/ECAP but they are still in need of additional directed assistance to reduce substandard housing, improve public services, encourage economic growth, and prevent the development of R/ECAP tracts. In the AFH, these areas were collectively referred to as Focus Areas and cover the R/ECAP tracts listed above.

Geographic Distribution

Target Area	Percentage of Funds
City of Myrtle Beach - Central City Revitalization Area - Horry County	
City of Conway - Rebuild Conway Revitalization Area - Horry County	
Race Path - Horry County	
Freemont - Horry County	
Bucksport - Horry County	
Cedar Branch - Horry County	
Goretown - Horry County	
Brooksville - Horry County	
City of Myrtle Beach - Horry County	
City of Conway - Horry County	
Horry County	

Target Area	Percentage of Funds
Bennett Loop - Horry County	
City of Georgetown - West End Neighborhood - Georgetown County	
Town of Andrews - Georgetown County	
Town of Kingstree - Williamsburg County	
Town of Greeleyville - Williamsburg County	
Socastee - Horry County	
Georgetown County	
Williamsburg County	

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

A percentage was not assigned specifically for each geographic target location; however, all the target locations are areas with a large LMI population and allocations will primarily go towards LMI activities. Horry County is the lead agency for the Horry County HOME Consortium and will coordinate with local and state agencies, as well as public and private organizations and non-profits, to implement activities in these areas.

LMI areas were initially determined through data analysis related to the population in the needs assessment portion of the Consolidated Plan. In addition to this, extensive efforts were made to gather feedback from the community through three community needs assessment meetings held in the city of Conway in Horry County, Georgetown in Georgetown County, and Kingstree in Williamsburg County during the annual planning process. Comments received from the public comment period and virtual public hearings for this Annual Action Plan were also taken into consideration.

As mentioned earlier, the Consortium’s 2017 AFH also identified areas in the region where there was a need to reduce substandard housing. Factors that contributed to this were the location and type of affordable housing, lack of public investments in specific neighborhoods and a lack of affordable, integrated housing for individuals who need supportive services. Areas identified with most need were: R/ECAP census tracts in the region; census tracts with disproportionately high concentrations of subsidized housing and/or Black, Hispanic, foreign-born, and/or LEP populations; the Central City Revitalization Area; Bennett Loop; Racepath; and unincorporated areas. In the AFH, these were collectively referred to as Focus Areas.

Discussion

N/A

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The affordable housing activities undertaken will address the needs of the homeless and non-homeless. The Consortium will work towards this through the use of a plethora of tools including rental assistance, the development of new affordable housing units, and the rehabilitation of housing units. The annual goals for affordable housing are provided below.

One Year Goals for the Number of Households to be Supported	
Homeless	46
Non-Homeless	21
Special-Needs	0
Total	67

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	46
The Production of New Units	7
Rehab of Existing Units	14
Acquisition of Existing Units	0
Total	67

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

- Homeowner Housing Added: 4 Household Housing Units
- Homeowner Housing Rehabilitated: 14 Household Housing Units
- Rental Housing Added: 3 Household Housing Units
- TBRA: 8 Households Assisted
- Rapid Rehousing: 38 Households Assisted

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The Horry County HOME Consortium will work closely with the four Public Housing Authorities serving low-income households throughout the jurisdiction. They are:

- The Housing Authority of Myrtle Beach: Provides Section 8 Housing Choice Vouchers
- The Housing Authority of Conway: Provides Section 8 Housing Choice Vouchers and public housing units
- Georgetown Housing Authority: Provides Section 8 Housing Choice Vouchers and public housing units
- Kingstree Housing Authority: Public housing units

Actions planned during the next year to address the needs to public housing

The Consortium, along with each of the four public housing authorities, will work diligently to expand affordable housing opportunities within their jurisdictions and expand services for their residents as well as the communities they serve.

The Consortium will also work with the PHAs to reduce public barriers to affordable housing development in the region. As reported in the 2017 AFH, various contributing factors such as land use and zoning laws, admissions and occupancy policies and procedures including preferences in publicly supported housing have contributed to a lack of access to publicly supported housing in the region.

The Housing Authority of Conway strives to maintain diverse communities throughout their service area. The HAC provides for a variety of supportive services including educational enrichment activities at all of its housing developments.

The Housing Authority of Myrtle Beach administers 660 Housing Choice Vouchers (HCV) and maintains a waiting list for the program, which contains the households who have been called in to receive a voucher and those who have a voucher and have not yet located housing. The HCV waiting list contains approximately 972 households and is currently closed. HAMB is committed to assisting these households to locate suitable housing opportunities.

The Georgetown Housing Authority will continue to serve its residents by offering a variety of supportive service activities including after-school youth centers, early childhood education programming, adult education and literacy programming, job training, healthy living programs, financial literacy, and homeownership programs. In addition to these supportive service programs, the GHA will continue to provide for community programs such as tree planting, recycling, and neighborhood clean-ups.

The Kingstree Housing Authority owns and manages one (1) 140 unit public housing development. The KHA received a commitment for an FHA loan to renovate the units including painting, installation of ceiling fans, upgraded flooring, replacing ranges, upgrading plumbing and bathroom fixtures, installing accessible tubs and glazing existing tubs, as well as installation of gutters.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HAMB runs a Family Self-Sufficiency Program (FSS) which is designed to help HCV families become economically independent. HAMB also administers a HCV Homeownership Program which provides vouchers to first-time homeowners if they meet income and other eligibility requirements such as employment requirements and homeownership counseling.

The HAC, KHA, and GHA all offer financial literacy training programs as well as home stewardship classes which are aimed at assisting residents to become ready for homeownership opportunities.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the four public housing authorities in the region are considered troubled.

Discussion

N/A

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Horry County continues to focus on efforts to address the root causes of homelessness and chronic homelessness.

While it is difficult to accurately measure the number of individuals and families that are at risk of becoming homeless, the Consortium remains committed to the "Housing First" philosophy through funding and coordinating with programs that identify those that are "at-risk," attempt to intervene prior to homelessness occurring, to re-house those that do experience homelessness as soon as possible, and to provide key supportive services.

Horry County, in partnership with the regional Continuum of Care (CoC), is working to strategically align the County's ESG programming with CoC priorities. This includes coordinating application funding reviews between the two organizations. For example, applications for CDBG public service funding submitted via the NOFA process will receive bonus points if they strategically align with the CoC and ESG programs. The CoC's headquarters are located in Myrtle Beach, which allows for close collaboration between the two entities.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Consortium works with area homeless service providers to collaboratively provide a wide range of expertise in housing, and social and supportive services, within each component of the Continuum of Care (CoC). Strategies to address homelessness in the CoC and region include strengthening and enhancing existing assets, while expanding services to increase effectiveness.

The Consortium has been fortunate to have the CoC headquartered at a Horry County location within the City of Myrtle Beach. This strategic placement provides the region with strong advocates, highly trained and experienced resources, and fresh insight into the fight against homelessness. In collaboration with long-standing providers, the municipalities, community leaders and other stakeholders, a high priority has been placed on development and support of homelessness services, from outreach, to emergency sheltering and case management, to the provision of crisis hospitalizations for homeless who need mental health care. It has also emphasized homeless data collection and review via HMIS by initiating a regular HMIS data analysis meeting so that key areas of service are identified. All participants have contributed to renewed efforts to reach out to our homeless community, and assess and serve its needs.

The CoC administrator, Eastern Carolina Homelessness Organization (ECHO), received a technical assistance grant in 2019 to conduct a “100-Day Challenge to end youth homelessness” . 100-Day Challenges are part of the growing national movement to prevent and end youth homelessness in America. The compressed timeframe of 100 days, an unreasonable goal, and support from coaches, peers, and federal leaders all work to inspire teams to achieve rapid progress and sustainable system change. Eastern Carolina Homelessness Organization (ECHO) teamed up with the U.S. Department of Housing and Urban Development (HUD) for an ambitious 100-Day Challenge that strengthened the community’s coordinated response to preventing and ending youth homelessness. Local youth and young adult (YYA) agencies accepted the challenge of working together across systems to collaborate, innovate, and to build a strong coordinated community wide system to help move youth experiencing homelessness off the streets into a place to call home. This involved identifying youth who are literally homeless, assessing and prioritizing needs, identifying rentable properties, and matching youth up with the appropriate housing option. The Horry County’s 100-Day Challenge Team exceeded their goal of safely and stably housing 50 youth or young adults experiencing homelessness, with a total of 62 individuals served. The process provided an opportunity for the County to participate in a model focused on problem-solving and planning for system-wide efforts to address youth and young adults (YYA) experiencing homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Consortium continues to place high priority on emergency shelter services, transitional housing, services for the homeless, and homelessness prevention. From year to year, its Annual Action Plans reflect this high priority. Horry County and the CoC support transitional housing via assistance with rent and utility deposits so that assisted individuals and families might sustain housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As mentioned, the CoC, Horry County, and the Horry County HOME Consortium collaborate to provide chronically homeless individuals and families, veterans and unaccompanied youth with pathways to housing and independence across Horry County. These programs utilize CDBG or ESG funding, in addition to CoC funding and other leveraged public and private financial sources accessed by our many partners.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities,

foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Horry County and its subrecipients support, encourage, and facilitate programs and strategies that:

- Provide extremely-low income persons with outpatient services and crisis hospitalizations, in an effort to address fundamental mental health issues that lead to chronic homelessness. In addition to treating mental health issues that can contribute to homelessness, these efforts enable individuals to receive treatment in their community. The goal of this is to increase participation from at-risk individuals who shirk from the possibility of receiving hospitalization or care away from the support of their community and families.
- Provide creative, community-based housing opportunities for disabled young adults and adults, in an effort to prevent homelessness in this population. The County, the CoC, and its many service provider partners collaborate to integrate clients and families into the continuum, and leverage/seek funds to move developmentally and intellectually disabled individuals out of their family homes, group homes, and other facilities into transitional and supportive housing.
- Serve the needs of homeless individuals and families, Horry County is committed to working with the CoC to determine the need for an additional emergency homeless shelter in Horry County.

The County works to encourage and facilitate efforts and strategies that align with the strategic efforts of the CoC and the ESG program, such as the service areas listed above. Applications from potential subrecipient public service providers are prioritized by way of bonus points if their proposed program(s) align with the CoC's efforts and the ESG program.

Discussion

As shown, the Consortium remains committed to homelessness prevention, and to serving the needs of the homeless in collaboration with the CoC, its subrecipients, partners, and stakeholders.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Consortium's mission is to increase homeownership, support neighborhood revitalization, and to provide access to housing free of discrimination. The underlying contributing factor to all these is poverty. To respond to this, Horry County and the Consortium have developed an anti-poverty strategy that was outlined in the 2018-2022 Consolidated Plan. The anti-poverty strategy is the unifying thread that ties housing, homelessness prevention, rapid rehousing, public housing, and other community development strategies together in one cohesive plan for reducing poverty within the region. The Consortium has committed to revitalizing key underserved neighborhoods as a part of this plan.

Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In 2018, Horry County assumed the lead role in the HOME Consortium, and completed an Assessment of Fair Housing which was required by HUD to Affirmatively Further Fair Housing in the region. This assessment includes the impact of population growth, segregation and integration, access to a variety of opportunity indicators such as education, transportation and poverty, and disproportionate housing needs in the region. Through this assessment, contributing factors to barriers to fair and affordable housing were identified. Among some of the contributing factors which had negative effects were land use and zoning laws, the location and type of affordable housing, and the availability of affordable units in a range of sizes. For PHAs, some of the contributing factors were admissions and occupancy policies and procedures including preferences in publicly supported housing, and lack of affordable, integrated housing for individuals who need supportive services. The AFH gives guidance to address these barriers through a set of goals with a clear strategy to address these issues, and a measurement of the achievements through a set timeframe and list of measurements. These activities will be carried out throughout the remainder of the 5-year consolidated planning period.

Discussion

N/A

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

In addition to the proposed actions outlined in the Action Plan, the Consortium will also work towards the actions listed below. These actions are planned to:

- Address obstacles to meeting underserved needs.
- Foster and maintain affordable housing.
- Reduce lead-based paint hazards.
- Reduce the number of poverty-level families.
- Develop institutional structure.
- Enhance coordination between public and private housing and social service agencies.

To work towards these other actions, the Consortium will work with its partner organizations and other local and regional service providers.

Actions planned to address obstacles to meeting underserved needs

The Consortium recognizes the need to support educational enrichment opportunities and programs for the underserved LMI households of the region. Horry County intends to fund public service activities that support these opportunities, such as youth services, workforce development, housing counseling, etc., utilizing CDBG funding.

In 2019, the mission of Horry County Community Development was expanded to include community resiliency efforts. Through leadership of the FEMA-funded resiliency planning effort, Horry County Community Development has built a strong project planning initiative with the County's Stormwater Department to identify and pursue potential funding sources that meet the underserved stormwater drainage infrastructure needs of LMI communities. Horry County has coordinated with the South Carolina Disaster Recovery Office (SCDRO) to identify infrastructure projects to mitigate the effects of flooding in highly impacted areas of the County. At present, the County has proposed two projects to SCDRO for possible funding. The first is a drainage project in the University Forest area that provides a localized solution to repetitive flooding in a low income neighborhood, thereby improving stormwater control by diverting flood waters to a better outfall. The second project involves restoration of an existing channel in lower Simpson's Creek that has been degraded due to the multiple severe flooding events. This project is designed to mitigate flooding in repetitive loss areas along Highway 905. If funded, these projects could be initiated within the current calendar year.

In March 2020, the County's Community Development and Stormwater Departments partnered together to submit a proposal to the South Carolina Rural Infrastructure Authority designed to mitigate flooding in Grier Crossing, a neighborhood located in a low-income census tract. The aim of this project is to address repetitive flooding within the area as a result of a drainage system with insufficient capacity. Grier Crossing

is a small neighborhood of approximately eighty-four (84) residents located in central Horry County, north of the City of Conway off of State Highway 701, connecting to Byrd Road. If funded, work on this project will begin in Summer 2020.

The Horry County Community Development and Stormwater Departments have also teamed up to develop a flood mitigation project for the Jennifer Lane area of the Socastee community. It is anticipated that this CDBG-funded project will begin in Summer 2020.

Actions planned to foster and maintain affordable housing

The Consortium works with area homeless service providers to collaboratively provide a wide range of expertise in housing, and social and supportive services, within each component of the Continuum of Care (CoC). Strategies to address homelessness in the CoC and region include strengthening and enhancing existing assets, while expanding services to increase effectiveness.

The Consortium has been fortunate to have the CoC headquartered at a Horry County location within the City of Myrtle Beach. This strategic placement provides the region with strong advocates, highly trained and experienced resources, and fresh insight into the fight against homelessness. In collaboration with long-standing providers, the municipalities, community leaders and other stakeholders, a high priority has been placed on development and support of homelessness services, from outreach, to emergency sheltering and case management, to the provision of crisis hospitalizations for homeless who need mental health care. It has also emphasized homeless data collection and review via HMIS by initiating a regular HMIS data analysis meeting so that key areas of service are identified. All participants have contributed to renewed efforts to reach out to our homeless community, and assess and serve its needs.

Actions planned to reduce lead-based paint hazards

The greatest potential for lead-based paint and other environmental and safety hazards is in homes built before 1980. Within the three counties, there are 58,458 housing units that were built before 1980. During the next year, the Consortium will work to reduce the number of housing units with lead-based paint hazards in units assisted with HOME funds to prevent lead poisoning. This will be accomplished through the evaluation and disclosure of housing that may contain lead-based paint and properly abating and encapsulating lead contamination.

For CDBG, Horry County's Building Code Department will assist the South Carolina Department of Health and Environmental Control (DHEC) during any construction inspection process; however, this is limited to childhood lead poisoning prevention and detection activities. All pre-1978 housing units undergoing emergency repairs or rehabilitation will have a lead inspection/risk assessment conducted before any physical work begins on the unit. If lead is present, the owner/tenant will be relocated. Also, information is distributed regarding lead-based paint to all residents that participate in any housing program. In 2019, Horry County coordinated with SC DHEC to explore grant funding opportunities to mitigate the presence of lead-based paint in pre-1978 construction homes throughout the County. The County will continue to

explore and support programs available through SC DHEC and will develop a lead hazard control program to eliminate lead hazards in housing when a unit undergoes rehabilitation through the CDBG Program.

To the extent that lead-based paint hazards are addressed through rehabilitation, the process the county follows includes:

- Contracting certified lead-based paint inspectors and risk assessors;
- Distributing information on lead-based paint hazards to all households that participate in any housing programs that purchase or rehabilitate homes built before 1978;
- Conducting lead-based paint inspections and assessments as necessary; and
- Implementing environmental control or abatement measures (lead-based paint and asbestos) as required by all federally-funded projects.

Actions planned to reduce the number of poverty-level families

The Horry County HOME Consortium has targeted significant resources within the low-income areas described in the plan. It is intended that resources will spur redevelopment efforts within the targeted areas, effectively increasing capital investments, services, quantity and quality of affordable residences, and re-envisioning of communities through the reduction of blight and improved access to neighborhood amenities and opportunities.

The tourism industry is vital to bringing in jobs to the region; however, low-wage service industry jobs can contribute to the prevalence of poverty, especially if they are seasonal. The S.C. Department of Employment & Workforce reports that 42.6% of Horry County's workforce is employed in the Accommodations, Food Services, and Retail labor sectors. According to the U.S. Census Bureau's American Community Survey, the median household income in Horry County is currently \$48,279 (2018 Five-Year Survey).

The Horry County Comprehensive Plan, "*Imagine 2040*", assesses the health and growth of the County's economic base, which is dependent on the hospitality industry and retail sales. These industries are highly dependent on the national economy and the availability of disposable income. As the COVID-19 pandemic which began in March 2020 and associated economic downturn demonstrate, major economic diminishing events can seriously impact the sustainability of the regional economy. According to the South Carolina Department of Employment and Workforce (SCDEW), approximately 16,411 initial unemployment claims were made regionally in the first two weeks (as of March 28, 2020) following the national emergency declaration by President Trump. Approximately 95,910 initial unemployment claims were made statewide during that same time period, with the region accounting for 17% of these claims. The impact can already be seen in the empty hotels, motels, entertainment venues, restaurants, and other tourism-driven businesses that sustain the local economy. Diversification of industries and employment

sectors is critical for the long-term health of the County's economy and its ability to weather serious economic events such as this one. This goal can be achieved through the development of high-quality industrial land and building products that have the capability of attracting new and expanding businesses in additional sectors, such as light industrial and manufacturing businesses.

To this end, the Consortium will work with local economic development agencies to pursue and attract industries that will provide higher paying jobs and year-round employment. For example, Horry County often teams with Myrtle Beach Regional Economic Development Corporation (MBREDC) to assist in acquisition and execution of economic development projects designed to create additional jobs in Horry County, and to diversify the job opportunities outside of the service sector. Past projects conducted in partnership with MBREDC have included initial development of Ascott Valley Industrial Park (2018) and a SC Department of Commerce (DoC) Project to perform an upfit of a 50,000 square foot facility for CRP Industries, an automotive and industrial products manufacturer that plans to locate in Conway, SC. This endeavor will generate an estimated 115 jobs (2019). In March 2020, Horry County again teamed with MBREDC to apply for a grant from the South Carolina Rural Infrastructure Authority (RIA) for further development of Ascott Valley Industrial Park. This project is designed to address the infrastructure requirements of two companies that have committed to locating in the park, creating a projected additional 48 jobs in the central portion of Horry County. The jobs associated with the Ascott Valley Industrial Park will assist in diversifying the regional industry base, thereby expanding economic opportunities for residents.

More fundamentally, Horry County Community Development is engaged in infrastructure projects designed to strengthen the economic competitiveness of existing local industries, as well as to improve the County's competitiveness in attracting new business to its industrial sites. For example, Horry County currently leads a Transportation Investment Generating Economic Recovery (TIGER) project, funded by the Federal Railroad Administration (\$9,765,620) with additional cost share provided by South Carolina Department of Commerce and RJ Corman (\$7,800,000). This project will rehabilitate and operationalize the R.J. Corman rail line connecting Conway, South Carolina and Chadbourn, North Carolina. Rail spurs serving industrial parks, such as Ascott Valley, are designed to increase investment in and competitiveness of businesses located within low-income census tracts. This project is ongoing in 2020 and is scheduled to be completed in 2021.

Actions planned to develop institutional structure

The Consortium will continue to have formal and informal working relationships with the four Public Housing Authorities, Community Housing Development Organizations (CHDOs), and other non-profit housing developers and local jurisdictions. The Consortium will also provide workshops and training initiatives to improve the capacity and compliance of regional partners and programs. Finally, the Consortium will strive to encourage partners to leverage federal, state, and private funds to benefit affordable housing opportunities with the region.

Actions planned to enhance coordination between public and private housing and social service agencies

The Horry County HOME Consortium receives its funding directly from HUD and will coordinate affordable housing development with developers throughout the region.

For CDBG, Horry County will work in the county to administer these funds toward partners and programs that help serve LMI areas and LMI households. Horry County intends to fund public service activities that support these opportunities, such as youth services, workforce development, housing counseling, etc., utilizing CDBG funding. The County will partner with other public and private housing and social service agencies to frequently coordinate on projects in this plan. The County will also host meetings between local governments, housing providers, social service agencies, and the PHAs to discuss emerging issues in housing, homelessness, and community development.

For ESG, Horry County will continue participating in the CoC. The CoC, through its plan to end chronic homelessness in 10 years, provides a guide for the county and its partners to coordinate a system of affordable housing and supportive services for the prevention, reduction, and eventual end of homelessness.

Horry County continues to serve as an integral partner in assessing the initial requirements for responding to the COVID-19 pandemic. Horry County is coordinating with SC DHEC, homelessness organizations, and social service organizations to develop policies and programming to respond to and mitigate the impact of the virus.

Discussion

N/A

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The CDBG program is administered by Horry County within the county for the purpose of assisting LMI areas and households.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	99.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Each recipient of Consortium HOME funds will be required to match their allocation with 25% funding from non-federal sources. These contributions to the project must be permanent. Any match provided in excess of the 25% requirement will be retained by the Consortium and banked for use with future HOME projects. Evidence of match must be submitted with all applications. In the event an applicant cannot provide the required match, they may request a waiver and it may or may not be granted by the Consortium depending on if there are sufficient match funds available to cover the deficit.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

All properties receiving financial assistance from the Consortium for homeownership and homebuyer activities must ensure that the housing remains affordable to families with incomes of 80 percent or less of the area median for at least the minimum affordability period based on the initial amount of assistance provided. This action plan year funds new construction homebuyer projects where the HOME funds will be provided as a direct subsidy to the homebuyer and will therefore utilize the recapture provision to ensure compliance with the HOME affordability period requirements. Homeownership projects funded during the 2020 program year will have affordability periods between five (5) and twenty (20) years based on the amount of the direct subsidy provided to the homeowner. The affordability requirements will be enforced with restrictive covenants (or liens) and a promissory note that will be recorded with appropriate County Register of Deeds for either Horry County, Georgetown County, or Williamsburg County - based on the location of the property.

In the event of a voluntary or involuntary sale, the Consortium will recapture the HOME investment before the homebuyer receives a return. The recapture amount is limited to the net proceeds available from the sale. The Consortium shall reduce the HOME investment amount to be recaptured on a pro rata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period. For example, a property with a 15-year affordability period will require that the pro-rata share, subject to recapture, will reduce by 1/15th annually on the anniversary date of the initial purchase closing.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

All properties receiving financial assistance from the Consortium for acquisition of existing housing units must ensure that the housing remains affordable to families with incomes of 80 percent or less

of the area median for at least the minimum affordability period based on the initial amount of assistance provided. This action plan year funds activities that will acquire existing housing units for affordable rental housing opportunities, and will utilize the recapture provision to ensure compliance with the HOME affordability period requirements. Rental housing projects funded during the 2020 program year will have affordability periods between five (5) and twenty (20) years based on the amount of the subsidy provided to the developer/owner.

The affordability requirements will be enforced with restrictive covenants (or liens) and a promissory note that will be recorded with appropriate County Register of Deeds for either Horry County, Georgetown County, or Williamsburg County - based on the location of the property.

In the event of a voluntary or involuntary sale, the Consortium will recapture the HOME investment before the owner receives a return. The recapture amount is limited to the net proceeds available from the sale. The Consortium shall reduce the HOME investment amount to be recaptured on a pro rata basis for the time the owner has owned the property and made it available for affordable rental housing to an income eligible tenant. For example, a property with a 15-year affordability period will require that the pro-rata share, subject to recapture, will reduce by 1/15th annually on the anniversary date of the initial purchase closing.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Consortium does not intend or anticipate refinancing any existing debt for multifamily housing that will be rehabilitated with HOME funds per 24 CFR 92.206(b) guidelines.

Emergency Solutions Grant (ESG)

1. Include written standards for providing ESG assistance (may include as attachment)

Please see the attached standards and guidelines.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Continuum of Care (CoC) has established a Coordinated Entry System (CES) and Horry County is committed to participating and supporting the CoC in utilizing the system. Since 2014, the CoC has developed its system with HUD, the state, and technical assistance providers. The CoC has implemented CES, which it utilizes to gather information about beneficiaries, identify resources, and to evaluate service needs and gaps to help communities plan their assistance.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

All sub-award applicants for CDBG and ESG funds must submit applications prior to the published deadline, in order to be considered for funding. Applications are usually due around February 1st each year. Once applications are received, staff conducts an "Eligibility Review" of all applications in accordance with 24 CFR 570.200(a) and 570.201-206 for CDBG, and 24 CFR 576.100(a) and 24 CFR 576.101-107 for ESG. During this review, staff determines one or more of the below, based on the funding:

- if the organization is a non-profit;
- if the organization is a qualified for-profit agency or business;
- whether the program meets a national objective;
- whether the program addresses an eligible CDBG or ESG activity; and
- if the program is able to serve all qualified Horry County residents.

If an applicant meets initial criteria, the application proposal is considered eligible for funding consideration. Staff then provides the Review Committee with a report on any programs that do not meet all the criteria, as well as a copy of all applications and a spreadsheet for application scoring and review.

A second review is then conducted on eligible programs to determine whether the program has clear goals and quantifiable objectives, sound financial and program management, and sufficient ability to leverage funds. In reviewing applications, the Review Committee and County staff may request additional information, make site visits, request a conference with the applicant, or take other steps to assure a fair and equitable selection/award process.

The Review Committee then meets, and using guidance from the scoring rubric, determines recommendations for each of the applications and a proposed allocation of expected funding. From the recommendations of this meeting, a proposed ESG budget, CDBG budget, and Annual Action Plan are established.

The proposed budgets and Annual Action Plan are presented to the Administration Committee of the Horry County Council for review. Upon approval of the Administration Committee, the Plan is then forwarded to the Horry County Council for approval. A public comment period is opened prior to final approval of the budgets and Plan. Following the Horry County Council's approval of the Annual Action Plan, a completed copy is submitted to HUD. This occurs prior to the submission deadline, which usually occurs on or around May 15.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions

regarding facilities and services funded under ESG.

The Continuum of Care, has formerly homeless persons who serve on its Board of Directors. Its subrecipients work directly with homeless and formerly homeless individuals. Horry County, Georgetown County, and Williamsburg County continue to encourage the underserved to express their needs and concerns to the maximum extent possible. If unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction will work closely with the CoC and other organizations in the community to reach out to homeless and formerly homeless individuals to get their perspective on policies and funding decisions.

5. Describe performance standards for evaluating ESG.

The ESG Program, previously referred to as the Emergency Shelter Grant program, is authorized by Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act. Horry County's ESG performance standards reflect the federal regulations of Title 24 Code of Federal Regulations Part 576 as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) that governs ESG, and the procedures used by Horry County in administration of this grant as directed by HUD.

In addition, standards for financial management and internal controls reflect federal regulations at 24 CFR Sections 84 and 85, and 2 CFR 200. The County is also responsible for compliance with federal regulations at 24 CFR Part 58. These federal laws and regulations are included by reference in Horry County policies and procedures.

General guidelines for activities of the ESG program are listed at 24 CFR 576.100 and other costs may be eligible under the program provided that they fit the statutory requirement of benefitting homeless persons and assisting their movement toward independent living.

Horry County complies fully with all federal, state, and local non-discrimination laws, and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Violence Against Women Reauthorization Act of 2005
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register on February 3, 2012

When more than one civil rights law applies to a situation, the laws will be read and applied together.

Horry County's standards call for all participants in its ESG programs to be entered into the Homeless Management Information System (HMIS). ESG funds may be used to pay for the cost of collecting and entering data into HMIS in compliance with HUD standards, and for tracking performance standards.

In addition, Horry County measures whether all participants meet the HUD definition of homelessness in order to qualify, i.e. as Literally Homeless, or as Fleeing or Attempting to Flee Domestic Violence. All participants must have an income of 80% of median family income, or as determined by HUD annually. Households must also demonstrate a reasonable prospect that they will be able to sustain themselves after the period of assistance ends. Horry County ESG guidelines require that the participant selection process be documented to ensure performance standards are met. Documentation must include: income documentation, homeless status, proof of sustainability, Request for Tenancy Approval, unit inspection to ensure Minimum Habitability Standards (MHS) with a Housing Quality Standards inspection, and more.

Horry County's performance standards also include Grounds for Denial to the ESG Program, and Informal Hearings for Participants.

Subrecipient performance standards incorporate these, plus record-keeping and reporting requirements. These requirements include standards for invoicing Horry County for reimbursement of funds expended for the ESG program, and standards for maintenance of all file documentation and personally identifiable information.

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO SUBMIT SUBSTANTIAL AMENDMENTS TO THE US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT TO AMEND THE 2016-2020 CONSOLIDATED PLAN, CITIZEN PARTICIPATION PLAN, AND REALLOCATE FUNDING AND AMEND PROJECTS IN PROGRAM YEARS 2016-2017, 2017-2018, 2018-2019, AND 2019-2020.

WHEREAS, Horry County is a designated entitlement community in accordance with the U.S. Department of Housing & Urban Development Community Development Block Grant (CDBG) Program as an Urban County;

WHEREAS, Horry County intends to adopt Annual Action Plan amendments to allow new activities to be pursued through the Emergency Solutions Grant and by the City of Conway;

WHEREAS, Horry County intends to adopt an amendment to the 2016-2020 Consolidated Plan to add a strategic plan goal and priority need to allow new activities to be pursued by the City of Conway; and

WHEREAS, an amendment to the Citizen Participation Plan is necessary to allow for additional public participation methods and to adjust notification for public hearings.

NOW, THEREFORE, BE IT RESOLVED, that Horry County Council adopts the revisions to the 2016-2020 Consolidated Plan, Citizen Participation Plan, and Annual Action Plans for Community Development Block Grant Program Year 9 (2016–2017), Program Year 10 (2017-2018), Program Year 11 (2018-2019), and Program Year 12 (2019-2020).

Year 9 (16-17)	Approved Budget	Revised Budget
Conway Public Facilities:		
Maple to Magnolia Drainage	\$200,882.06	\$196,025.86
Whittemore Park Community Center	\$4,375.00	\$0.00
Conway Acquisition:		
Acquisition	\$29,850.92	\$28,486.08
Conway Public Services:		
Jail Diversion	\$20,000.00	\$20,000.00
Conway Housing:		
Housing Rehab	\$34,687.02	\$34,687.02
*Conway Economic Development:		
*Small Business Assistance	\$0.00	\$10,596.04

Year 10 (17-18)	Approved Budget	Revised Budget
Conway Public Facilities:		
Whittemore Park Community Center	\$89,787.00	\$0.00
Conway Public Services:		
Teen Program	\$86,500.00	\$50,718.33
Conway Housing:		
Housing Rehab	\$100,000.00	\$85,263.20
*Conway Economic Development:		
*Small Business Assistance	\$0.00	\$140,305.47

Year 11 (18-19)	Approved Budget	Revised Budget
Conway Public Facilities:		
Whittemore Park Community Center	\$240,078.00	\$0.00
*Conway Economic Development:		
*Small Business Assistance	\$0.00	\$240,078.00

Year 12 (19-20)	Approved Budget	Revised Budget
ESG:		
Rapid Rehousing	\$124,968.00	\$124,968.00
Homelessness Prevention	\$38,400.00	\$18,400.00
*Emergency Shelter	\$0.00	\$20,000.00
HMIS	\$9,000.00	\$9,000.00
Administration	\$3,000.00	\$3,000.00

AND IT IS SO RESOLVED this 5th day of May, 2020.

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: April 28, 2020
From: Courtney Frappaolo, Community Development Director
Division: Administration
Cleared By: Barry Spivey, Assistant County Administrator
Re: **Resolution for Substantial Amendments to 2016-2020 Consolidated Plan, Citizen Participation Plan, & CDBG Annual Action Plan - Program Years 9, 10, 11, & 12**

ISSUE

Horry County is proposing amendments to the Community Development Block Grant Annual Action Plans for Year 9 (2016-2017), Year 10 (2017-2018), and Year 11 (2018-2019), and Year 12 (2019-2020). The proposed amendments to Years 9-11 will serve to amend proposed projects for the City of Conway's CDBG funding for these years. The proposed amendment to the 2016-2020 Consolidated Plan will add workforce development as a priority need and strategic plan goal for affected years of funding (Years 9 & 10), in order to allow for the new Conway projects to be added. The proposed amendment to Year 12 will add emergency shelter as an eligible project for Emergency Solutions Grant. An amendment to the Citizen Participation Plan is also proposed to allow for additional public participation methods and to adjust notification for public hearings.

BACKGROUND

The US Department of Housing and Urban Development Community Development Block Grant (CDBG) program requires that any new activities to be undertaken by a local jurisdiction be added to the Annual Action Plan through a substantial amendment. The City of Conway has elected to pursue new activities that were not previously included in the Annual Action Plans for these years. As such, substantial amendments are being proposed to allow for new activities to be pursued by the City of Conway. Emergency shelter is also being proposed for addition to Year 12 to allow for additional funding mechanisms in response to the COVID-19 pandemic. An amendment to the Citizen Participation Plan is also proposed to allow for the addition of virtual public hearings and a reduction in public meeting advance notice from ten days to five days, as well as make changes as allowed by HUD waivers.

RECOMMENDATION

Approve the substantial amendments to the 2016-2020 Consolidated Plan, Citizen Participation Plan, and CDBG Year 9 (2016-2017), Year 10 (2017-2018), Year 11 (2018-2019), and Year 12 (2019-2020) Annual Action Plans as follows:

Year 9 (16-17)	Approved Budget	Revised Budget
Conway Public Facilities:		
Maple to Magnolia Drainage	\$200,882.06	\$196,025.86
Whittemore Park Community Center	\$4,375.00	\$0.00
Conway Acquisition:		

Acquisition	\$29,850.92	\$28,486.08
Conway Public Services:		
Jail Diversion	\$20,000.00	\$20,000.00
Conway Housing:		
Housing Rehab	\$34,687.02	\$34,687.02
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*Small Business Assistance	\$0.00	\$10,596.04

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HMIS	\$9,000.00	\$9,000.00
Administration	\$3,000.00	\$3,000.00

*Denotes substantial amendment due to new project being added. All other amendments are considered minor amendments. For definitions related to amendment type, refer to the Horry County Citizen Participation Plan available on the County website.



2016-2020 CONSOLIDATED PLAN SUBSTANTIAL AMENDMENT

2016-2017 ACTION PLAN SUBSTANTIAL AMENDMENT

2017-2018 ACTION PLAN SUBSTANTIAL AMENDMENT

2018-2019 ACTION PLAN SUBSTANTIAL AMENDMENT

2019-2020 ACTION PLAN SUBSTANTIAL AMENDMENT

CITIZEN PARTICIPATION PLAN AMENDMENT

April 15, 2020

As a recipient of US Department of Housing and Urban Development grant funding, Horry County is required to notify the public of substantial amendments of the Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) Programs. The following description details the modifications proposed in the substantial amendments.

The amendment to the 2016-2020 Consolidated Plan is a substantial amendment. This designation was determined due to the addition of economic development as a priority need and strategic plan goal in the Consolidated Plan.

The amendments to the 2016-2017, 2017-2018, and 2018-2019 Annual Action Plans are substantial amendments. A new project, Conway Economic Development, was added to each Annual Action Plan budget. The addition of the new projects was necessary to allow for a new small business assistance activity in each action plan year, which will help small business owners affected by economic losses due to the COVID-19 pandemic through rent assistance. The assistance will be provided to business owners located in eligible LMI areas of the City of Conway. All funds previously spent on the Whittemore Park Community Center project are being returned to HUD for eligible reuse as a part of this new activity. Unspent funds from the Whittemore Park Community Center project, along with residual funds from other completed projects, are being reallocated to this new project as a part of the amendments as well.

The amendment to the 2019-2020 Annual Action Plan is a substantial amendment. A new project, Emergency Shelter, was added to the Annual Action Plan budget for ESG. The addition of the new project was necessary to allow for supplemental ESG-funded activities associated with response to the COVID-19 pandemic. The new project will allow for the use of hotel and motel vouchers to temporarily house and quarantine homeless persons who may have been exposed to COVID-19. An annual action plan goal, #3C-Increase Overnight Shelter, is also being added to allow for the inclusion of this new project in the plan.

Horry County updated its citizen participation plan in order to provide additional opportunities for members of the public to participate in the public comment process and to update its public notice timing requirements. Revisions to the Citizen Participation Plan include the addition of a virtual public hearing option when onsite public hearings are deemed unsafe to conduct, as well as reduction of the notice requirement for public hearings from ten (10) days to five (5) days from the date of publication of a notice.

An advertisement was placed in newspapers of local circulation, a fifteen day public comment period was made available, and a virtual public hearing will be held. The advertisement was posted on the county website and ran in the newspapers on April 15, 2020. A public comment period is scheduled to run from April 16, 2020 to April 30, 2020, and a virtual public hearing will be held on April 22, 2020 at 2 pm. Comments received as a part of the citizen participation process will addressed.

The following table summarizes the adjustments to each action plan:

Year 9 (16-17)	Approved Budget	Revised Budget
Conway Public Facilities:		
Maple to Magnolia Drainage	\$200,882.06	\$196,025.86
Whittemore Park Community Center	\$4,375.00	\$0.00
Conway Acquisition:		
Acquisition	\$29,850.92	\$28,486.08
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*Denotes substantial amendment due to new project being added. All other amendments are considered minor amendments. For definitions related to amendment type, refer to the Horry County Citizen Participation Plan available on the County website.

Horry County & Horry County HOME Consortium Citizen Participation Plan

Updated April 2020

I. Purpose

As a recipient of U.S. Department of Housing and Urban Development (HUD) funds, Horry County is required to formally outline and document measures to promote the active participation of Horry County residents in the planning process regarding Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Program (HOME) funds. Citizen participation includes actively encouraging citizens, particularly the low and moderate income population, to participate in the planning process for the five-year Consolidated Plan, the Annual Action Plans, the Affirmatively Furthering Fair Housing Plan (AFFH), the submission of substantial amendments, and the development of the Consolidated Annual Performance and Evaluation Report (CAPER).

These measures are summarized in this Community Development Citizen Participation Plan and conducted as required by *HUD 24 CFR Part 91, Subpart B*. In partnership with the Cities of Myrtle Beach and Conway, Horry County coordinates the planning and administration of CDBG funds for the unincorporated areas of Horry County and the areas within the Cities of Myrtle Beach and Conway. The County's Community Development Director administers and shapes programs and services that benefit and address the needs of low to moderate income households. Additionally, Horry County serves as the Participating Jurisdiction for administration of HOME funds for the Horry County HOME Consortium. In order to meet local capacity, Horry County frequently partners with non-profits, Community Housing Development Organizations (CHDOs), Community-Based Development Organizations (CBDOs), Community Development Corporations (CDC), contractors, lenders, and charities.

II. Horry County HOME Consortium

In addition to the role of administrator of the Horry County CDBG and ESG program, Horry County serves as the Participating Jurisdiction (PJ) for the administration of HOME Investment Partnership Program (HOME) funds for the Horry County HOME Consortium. The Horry County HOME Consortium membership consists of Horry, Georgetown, and Williamsburg Counties, as well as the municipalities of Andrews, Atlantic Beach, Aynor, Conway, Georgetown, Greeleyville, Hemingway, Kingstree, Lane, Loris, Myrtle Beach, and Stuckey. All provisions of the Citizen Participation Plan identified herein, are applicable to the Horry County HOME Consortium for matters relating to HOME Investment Partnerships Program administration requirements.

Additional outreach efforts will be made in order to serve the jurisdictions within the HOME program jurisdictional area. This includes the addition of at least one (1) Needs Assessment Public Hearing held in each participating County for the Annual Action Plan

and Consolidated Plan development process. Additionally, at least one (1) public meeting will be held in each impacted county to allow for public comment on a proposed Assessment of Fair Housing Plan, Annual Action Plan, Consolidated Plan, and substantial amendments to the AFH, Annual Action Plan, or Consolidated Plan for the HOME Program. Notices of public meetings will be published in local newspapers in each member county (i.e. *The Sun News*, *Georgetown Times*, *Kingstree News*, or equivalent) at least five (5) days prior to the public meeting. Notices will also be posted electronically on the Horry County website at www.horrycounty.org.

III. Access to Information and Records

Horry County's Citizen Participation Plan is available for public review on the County's web site at www.horrycounty.org. The Plan is also available at the Horry County Community Development Office, located at 1515 Fourth Avenue, Conway, SC 29526. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of designated holidays. Copies of the Plan can also be requested by mail or phone. Residents can contact the Community Development Director at 843.915.7033 or mail a written request to the above address Attn: Community Development Director. Copies of the Consolidated Plan will be available on the website along with the Annual Action Plan, CAPER, and AFFH Plan. Information and records open to the public are located in the Horry County Government Community Development Office, 1515 Fourth Avenue, Conway, SC 29526. Confidential materials, such as those materials that include a citizen's personal identity information, are not available for public review.

IV. Public Meetings and Hearings

All notices of public meetings will be published in local newspapers (i.e. *The Sun News*, or equivalent) at least ten (10) days prior to the public meeting. Notices will also be posted electronically on the Horry County website at www.horrycounty.org.

All public meetings will be held at times and in locations convenient to residents, particularly those who are potential or actual beneficiaries. Meetings will be held at a variety of times to provide maximum flexibility for an array of citizen schedules. Attention will be given to ensure meeting times increase the probability of maximum citizen participation. Meetings will not be scheduled on Sundays. In the event of a federal, state or local emergency, and government offices are closed, the County may opt to coordinate a public hearing via teleconference (virtual public hearing) in order to accept public comment. The county may also forego publishing of notification of meetings in newspapers, but will provide such notification in electronic format on the County's website.

V. Needs Assessment Public Meeting

Prior to the development of the Consolidated Plan and the Annual Action Plan, community development needs will be assessed in detail, particularly those of low and moderate income residents. The assessment process will be conducted through a Community Development Needs Assessment Public Meeting. Horry County will hold no less than one (1) Needs Assessment Public Meeting as part of the planning process for the five-year Consolidated Plan and the Annual Action Plan.

The Needs Assessment Public Meeting will address the amount of available funding for CDBG, ESG, and any other related federal or state funding. The hearing will also address the range of activities that may be undertaken with such funds, particularly in relation to identified community needs.

VI. Public Comment Period

A public comment period is required prior to submitting the five-year Consolidated Plan, Annual Action Plan, Affirmatively Furthering Fair Housing Plan (AFFH), CAPER, and any substantial change to the Consolidated Plan, the Annual Action Plan, or AFFH plan.

1. The public will have 30 days after publication to provide written comments to Horry County regarding the 5-year Consolidated Plan.
2. The public will have 15 days after publication to provide written comments regarding the Annual Action Plan, CAPER, AFFH plan, and any substantial change to the Consolidated Plan, Annual Action Plan or AFFH.

The publication in local newspapers shall include a summary of the contents and purpose of the Action/Consolidated Plan, and shall include a list of the locations where copies of the entire proposed plan may be examined. The County will respond to all written correspondence received.

VII. Amendments/Changes

Prior to making any substantial change to the Consolidated Plan (including the Annual Action Plan), Horry County will hold at least one (1) public hearing to inform citizens, particularly those who might be affected by the proposed change, and to solicit public comment. Examples of a substantial change would be any increase or decrease of more than 50% in the annual budget and/or any addition or deletion of a proposed project. Reallocation of funds from one eligible activity to another would be considered a minor amendment. For the Affirmatively Furthering Fair Housing Plan, a substantial amendment would be defined as any changes made to section six (6) of the plan.

VIII. Program Performance

Horry County will conduct one (1) public hearing annually to review program performance and accomplishments for the CAPER. This public hearing will address and outline the various activities that have been accomplished or are underway.

IX. Technical Assistance

Horry County will provide technical assistance to individuals and representatives of groups of low and moderate income persons who request such assistance. Technical assistance may include information on housing, demographics, and explanation of the Community Development programs and services. County staff members will work closely with neighborhood associations to foster community pride and empowerment. The County routinely issues Request for Proposals (RFP) for services that support its community development goals and programs.

X. Grievances

Complaints and grievances are handled in a timely and professional manner. All complaints are reviewed by the Community Development Director and the Assistant County Administrator. Written grievances should be addressed to Horry County Government, 1515 Fourth Avenue, Conway, South Carolina 29526.

Written responses to complaints regarding the Community Development Block Grant Program and other general grievances will be made within fifteen (15) days after receipt of the complaint. A response to the complaint will be prepared by the Assistant County Administrator. Persons who wish to appeal the response may do so in writing to the US Department of Housing and Urban Development, Community Planning and Development Division, 1845 Assembly Street, Columbia, South Carolina 29204

XI. Waivers

The Citizen Participation Plan may be altered at any time without a formal amendment to meet any waiver requirements as indicated or provided by HUD. Typical emergency provisions afforded by HUD through waivers may include reduction of the public comment period, reductions in public meeting advance notice, utilization of virtual public hearings, and temporary suspension of publication of public meeting notices in newspapers.

XII. Accommodate Individuals with Disabilities and Non-English Speaking Population

Horry County will accommodate the needs of individuals with disabilities including hearing impairment as well as non-English speaking residents, as required by the Department of Housing and Urban Development. Individuals with specific requirements may make requests at least twenty-four hours in advance, in order to fully participate in

public meetings.

Census figures for Horry County indicate that less than 10% of the County population is non-English speaking and there are no significant concentrations of non-English speaking residents within the County as determined by the most currently available Census data. If 10% or more of the potential or actual beneficiaries of a Community Development project are determined to be non-English speaking, provisions will be made at the appropriate public hearings for translation of comments and documents into the native language of the majority of the non-English speaking residents affected.

XIII. Anti-Displacement

It is the policy of Horry County to make all reasonable efforts to ensure that activities undertaken with CDBG, ESG, or HOME program funds will not cause unnecessary displacement of residents. The County will continue to administer the CDBG Program in such a manner that careful consideration is given during the planning phase to avoid displacement. Displacement of any nature shall be reserved as a last-resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of public benefit. If the displacement is precipitated by activities that require the acquisition (either in whole or in part) or rehabilitation of real property directly by Horry County or its agent, all appropriate benefits will be assigned as required by the *Uniform Relocation Assistance and Real Property Acquisition Policies' Act of 1970* and amendments. The *Uniform Act* or the *Residential Anti-displacement and Relocation Assistance Plan* under *Section 104(d)* shall be provided to the displaced person or persons. Information about these programs will be provided to all residents who may potentially be displaced in the form of informational brochures on these programs and explained in detail by the County's Community Development staff.

HORRY COUNTY MULTIJURISDICTIONAL ALL-HAZARDS MITIGATION PLAN
ADOPTED BY RESOLUTION 1-7-2016

Action	Update
Acquire and preserve properties subject to repetitive flooding from willing and voluntary property owners.	No grant acquisitions for 2019.
Continue to promote the use of NOAA weather radios as a primary notification system to forward weather advisories to the general public and special locations. The county will continue to evaluate the different types of notification systems currently being used along with new types of notification technology.	<ul style="list-style-type: none"> *Social media posts; giveaway(s) and raffles *Outreach presentation events Evaluation of notification systems: *Ongoing and including Code Red, weather apps, social media outlets, etc.
Conduct an annual exercise of the Emergency Operations Plan with a scenario that tests policies and procedures.	<ul style="list-style-type: none"> *Grand Strand Hospital ASHER active shooter exercise on April 25, 2019 *EOC full activation for Hurricane Dorian 9/2/2019 to 9/9/2019 *Myrtle Beach International Airport full scale exercise on October 26, 2019
Develop a community education program for historic property owners to assure that they are adequately and appropriately insured in the event of a natural disaster.	<p>Continuous and ongoing</p> <p>https://www.horrycounty.org/Boards/Architectural-Review/Historical-Brochures</p> <p>https://www.horrycounty.org/Departments/Planning-and-Zoning/Architectural-Review</p>
Implement historically sensitive flood proofing techniques on historic structures most likely to be affected by flooding.	Continuous and ongoing
Establish, maintain and update facilities surveys and photos database of all county facilities.	Documented via report furnished by insurer
Educate public on flood zone areas and wind borne debris by providing informational brochures.	<ul style="list-style-type: none"> *"Flood News" mailer by HC Code dated December, 2019 to Coastal Carolina Association of Realtors, local banks and local insurance agencies *Assist public with GIS and website information *Lobby brochures
Identify the County's most at-risk critical facilities, and evaluate the potential mitigation techniques for protecting each facility to the maximum extent possible.	Continuous and ongoing
Educate residents living in the identified storm surge areas through implementation of Know Your Zone Presentation (KYZ).	<ul style="list-style-type: none"> *Ongoing outreach projects, events for organizations, school presentations, HOAs meetings, etc. *Hurricane Expo *Social Media *County website *County KYZ digital availability *Spanish version of KYZ *KYZ brochure distribution *Community Safety Day

Maintain CRS Certification and working towards lowering CRS class rating.	On 5-1-2017 Horry County received a new rating of "7", a two class improvement. Annual recertification was approved on August 8, 2019.
Encourage "Safe Room" construction in schools, day care centers, rest homes and other locations.	*Ongoing and discussed in outreach presentations
Educate the public on how to winterize their homes.	*Continuing social media posts and outreach presentations
Educate the public on how to conserve water during a Drought.	*Continuing with social media posts and outreach presentations
Continue Implementation of the Fire Wise Program in high-risk communities throughout the County, through educational opportunities, inform public living in urban interface areas how to make their homes and businesses safer against fire.	*SC Forestry Commission personnel conduct wildfire risk assessments and workshops to communities and homeowners. http://www.state.sc.us/forest/firewise.htm *HCFR public education outreach, Facebook and twitter: http://www.horrycountyfirerescue.com/#
Upgrade impact glass or storm shutters on existing Horry County Government buildings in high hazard areas.	When/if grant funding is available
Elevate, demolish or move non-conforming structures that have been substantially damaged or have been determined to be repetitive loss structures.	Continuous and ongoing
Collaborate with land conservation and storm water stakeholders to identify properties that will establish a network of conservation land that provide natural flood retention.	*North Inlet-Winyah Bay (training opportunities) http://maps.coastalresilience.org/southcarolina/# *American Rivers (https://www.americanrivers.org/) and Waccamaw River Keepers (https://www.coastal.edu/wva/waccamawriverkeeper/) -- brochure included in annual CRS mail out
Acquire and protect undeveloped land adjacent to flood-prone communities/neighborhoods to provide for natural flood retention and limit future development in flood prone areas.	*In the process of adopting Parks and Open Space Plan to address https://www.horrycounty.org/Portals/0/Docs/boards/Parks/Parks%20and%20Open%20Space%20Plan%20Draft%20October%202011%202017_highres.pdf
Improve Storm Water Management & Computer modeling capabilities.	Revised Stormwater Management Ordinance and Revised Horry County Stormwater Management Design Manual http://stormwater.horrycounty.org/ResourcesTools/OrdinancesManualsandReports.aspx
Expand storm water facilities inspection program to include detention/retention ponds.	Revised Stormwater Management Ordinance and Revised Horry County Stormwater Management Design Manual http://stormwater.horrycounty.org/ResourcesTools/OrdinancesManualsandReports.aspx
Distribute an annual outreach letter with mitigation and insurance information to those owners of Repetitive Loss Properties.	In April 2020 mailed letters to individual property owners in flood prone areas.

APPLICATION FOR COUNTY APPOINTMENTS

NAME: PAMELA 'Pam' Dawson DATE 04/20/2020

ADDRESS: 113 Dreamland Dr., Murrells Inlet, SC
29576-7448

TELEPHONE NUMBER: 256-295-1684 (home) _____ (work)

DATE OF BIRTH 05/24/1956

YOUR COUNCIL MEMBER / DISTRICT: Loftus - District 4

HAVE YOU EVER BEEN CONVICTED OF A FELONY? (yes) X (no)

HAVE YOU BEEN ARRESTED OTHER THAN A MINOR TRAFFIC ACCIDENT
WITHIN THE PAST TEN (10) YEARS? _____ (yes) X (no)

BACKGROUND INFORMATION: (Please provide in detail or attach a resume).

EDUCATION: SEE ATTACHED RESUME

WORK:

SEE ATTACHED RESUME

CIVIC ACTIVITIES:

SEE ATTACHED RESUME

LIST PREVIOUS SERVICE ON Horry COUNTY BOARDS OR COMMISSIONS
(indicate dates of terms):

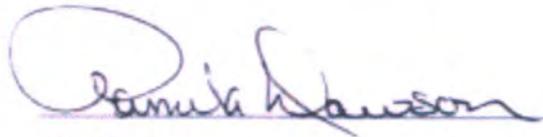
SEE ATTACHED RESUME

DUAL OFFICE HOLDING: Do you presently serve on any County or State Board or Commission?

Yes. Currently serve on Horry County Parks + Open Space Board. TERM ENDS 6/30/2020.

I have suggested a replacement for consideration by my councilman.

If appointed to an Horry County Board or Commission, I understand that I will be expected to attend all meetings of that Board or Commission. The only reason I would not attend would be because of illness or pressing personal commitments. I also understand that if I am absent from three (3) consecutive meetings without a valid reason, the Council will consider this as a voluntary resignation. I am willing to abide by these attendance regulations. By acceptance of the appointment, I pledge my time and abilities to serve on any board or commission to which I am appointed.



Signature

4/20/2020

Date



Pam Dawson

113 Dreamland Drive
Murrells Inlet, SC 29576
pdawsonzishka@gmail.com
256-295-1684

Horry County Community and Public Service Experience

Horry County Parks and Open Spaces Board, District 4 Representative, Term 2016 – Present
Term Ends 6/30/2020

The Parks and Open Spaces Board is responsible for promoting open space preservation, natural resource protection, and the expansion of public recreational facilities. Currently, the board is actively engaged in developing a revised long-range plan to meet the needs of Horry County residents. I am currently serving as Vice Chairman and previously served as Chairman.

Greater Burgess Community Association, Secretary, Term 2015 – 2019

Active in all aspects of the Greater Burgess Community Association's work advocating for road improvements, storm water drainage, police and fire protection. As a board member I actively monitored and engaged in evaluations of rezoning requests, design modifications and zoning variance requests in the Burgess area. The GBCA board advocated for reasonable and responsible development practices consistent with Envision 2025, the Burgess Community Area Plan and the Burgess Bike & Pedestrian Plan. The board participated in the development of the Imagine 2040 long range plan by following the plan's creation, participating in multiple public input opportunities. The board also evaluates revisions and amendments to existing zoning ordinances.

Social Media Committee – Chairman
Meetings and Events Committee - Chairman
Annual Cleanup Event – Coordinator

Prince Creek West Road & Parks Association, Treasurer, Term 2016 – Present

The Prince Creek West Road & Parks Districts Association Board of Directors is responsible for the business affairs of the association. The board is comprised of the declarant, Berry Coggleshall, and representatives from the five neighborhoods of Prince Creek West (Bellwood Landing, Creekhaven, Longwood Bluffs, Wilderness Pointe, Seasons)

Training/Conferences related to Horry County service:

- CCU Economic Growth and Real Estate Summit - 2020
- Waccamaw Regional Council of Governments - Resource Considerations for Planning and Zoning Officials – 2018
- American Planning Association Annual Conference - 2017
- North Coast Strategies/Tools to Protect and Restore Coastal Water Quality - 2016
- North Coast Resilience Summit – 2016
- Horry County 101 Program - 2015

Pam Dawson
113 Dreamland Drive
Murrells Inlet, SC 29576
pdawsonzishka@gmail.com
256-295-1684

Other Civic & Community Committees/Volunteerism in Horry County (2010 – 2020)

- Horry County Board of Elections and Registrations Poll Worker (2014, 2016, 2018)
- Keep Horry County Beautiful Committee Volunteer (Special Events, Cleanups, Annual Litter Index)
- Waccamaw Riverkeeper Cleanup Volunteer
- Murrells Inlet 2020 Cleanup Volunteer
- Surfrider Foundation Chilympics Volunteer
- Creekhaven HOA Pond Committee Volunteer

Church Committees/Volunteerism (2010 – 2020)

- Belin Memorial United Methodist Church Choir (2010 – 2019)
- Belin Memorial UMC BBQ Committee Pie Chairman (2015, 2016, 2017)

Horry County Republican Party

- Marlow 2 Precinct President 2019 (Resigned 2020)
- South Carolina State Republican Convention Alternate Delegate (Served on Floor) 2019

Moved to Horry County in 2010

Volunteerism in Gadsden, AL (From retirement in 2006 – 2009)

- The Womans Club of Gadsden
 - Board of Directors 2006 – 2007
 - Landscaping Committee Chair
 - Publicity Committee Chair
 - Tour of Homes Committee
 - Spring Tea Committee
 - Board of Trustees 2008 – 2010
- The Chamber of Gadsden (Chamber of Commerce of Gadsden, AL) 2007 – 2009
 - Community Outreach Specialist (City of Attalia)
 - Riverfest Festival Volunteer
- 5W Ranch Equine Training & Conditioning Facility 2006 - 2011
 - Barn Manager Volunteer Assistant
 - 2011 Tornado Outbreak - Farm Property Emergency Relief Volunteer Coordinator

Pam Dawson
113 Dreamland Drive
Murrells Inlet, SC 29576
pdawsonzishka@gmail.com
256-295-1684

PROFESSIONAL EXPERIENCE

Analyst, Irvine, CA
Black Box Network Services

2003-2007

Responsible for presenting clear, concise recommendations to executive review board based on facts, experience and opinion for Fortune 50 clients. Worked with a team of analysts providing accurate, timely, detailed analysis of comprehensive sales programs each with *minimum* threshold of \$10 million annually.

Business Development Manager, Irvine, CA
NextiraOne, LLC

2001-2004

Evaluated business opportunities with new and existing clients. Specialized in creating customized suites of managed services for Fortune 50 clients with sites across multiple locations where the provision of managed services and technical solutions were required. I specialized in the aerospace sector with focus on contracts with DOD security requirements and minimum contract value of \$10 million annually.

Project Manager, Irvine, CA
Williams Communications Group

1999-2001

Managed staff of over 100 administrative and technical personnel dedicated to single nationwide client, ICG Telecommunications, under a three-year contract. Project was a 'stand-alone' profit center. Scope of project yielded \$8 million over 3-year term meeting all timeline and profit margin targets. Participated in development of customer contract, initial sales negotiations and ultimate delivery of contracted services.

Project Manager, El Segundo, CA
Wittel, LLC

1997-1999

Managed a staff of over 75 administrative and technical personnel dedicated to a single client, Northrop Grumman, with multiple campus locations. Project was a 'stand-alone' profit center. Scope of project yielded \$4 million annually over 2-year term meeting all timeline and profit margin targets. Certain specified services required DOD security compliance. Participated in development of initial customer contract, initial sales negotiations and managed subsequent delivery of goods and services as required by contract.

Operations Manager, El Segundo, CA
Bellsouth Communications Services

1994-1997

Managed supervisory staff dedicated to single client, Hughes Aircraft, with multiple national and international locations. Project was a 'stand-alone' profit center. Scope of project yielded \$100+ million over 5-year term meeting all timeline and profit margin targets. Reported to Sr. Project Manager. Located on customer site with day-to-day interface with client representatives providing operations management. Responsible for management of over 150 telecommunications technicians, customer service representatives, dispatchers and technical support engineers in DOD secure environments.

Various Supervisory Positions
Centel Communications Systems
Las Vegas, NV & Various Western States Locations

1983-1994

International Shipping Manager
Phifer Wire Products
Tuscaloosa, AL

1980-1983

Please note: The above professional positions were on a continuum of service to the same company, though the company's name changed through a series of mergers and acquisitions.

Education:

University of Alabama, B. S. Commerce & Business Administration – 1980

Major: Marketing

Minor: Physical Distribution and Logistics

Executive Development Program – Centel Communications Systems – 1983 – 1986

APPLICATION FOR COUNTY APPOINTMENTS

NAME: Robert Ziegler

DATE: April 17, 2020

ADDRESS: 632 Grand Cypress Way, Murrells Inlet, S.C, 29576

TELEPHONE NUMBER: Home: 843-215-8978

Cell: 917-734-5814

DATE OF BIRTH: 09/08/1949

COUNCIL MEMBER/DISTRICT: Gary Loftus, District 4

HAVE YOU EVER BEEN CONVICTED OF A FELONY: No

HAVE YOU BEEN ARRESTED OTHER THAN A MINOR TRAFFIC ACCIDENT WITHIN THE PAST TEN (10) YEARS: No

BACKGROUND INFORMATION:

EDUCATION:

- Pennsylvania State University – BA in Finance (1971)
- University of Pittsburgh – MBA in Finance (1972)

WORK EXPERIENCE: Resume Attached

CIVIC ACTIVITIES:

- Board member of the Greater Burgess Community Association
- Board member of the Prince Creek West Wilderness Park Board
- Poll worker for Horry County elections

LIST PREVIOUS SERVICE ON HORRY COUNTY BOARDS OR COMMISSIONS: None

DUAL OFFICE HOLDING: Do I presently serve on any County of State Board or Commission? No

If appointed to an Horry County Board or commission, I understand that I will be expected to attend all meetings of that Board or Commission. The only reason I would not attend would be because of illness or pressing personal commitments. I also understand that if I am absent from three (3) consecutive meetings without a valid reason, the Council will consider this as a voluntary resignation. I am willing to abide by these attendance regulations. By acceptance of the appointment, I pledge my time and abilities to serve on any Board or Commission to which I am appointed.

Robert Ziegler

April 19, 2020

References for Robert Ziegler

Al Jordan

President, Greater Burgess Community Association Board
843-742-3923

Pam Dawson

Prince Creek West Wilderness Park Board Member
256-295-1684

Diane DuLoft

Owner
Wild Birds Unlimited, Surfside Beach
843-748-0989

ROBERT ZIEGLER

632 Grand Cypress Way, Murrells Inlet, SC 29576
E-Mail: robertziegler@aol.com

Home: 843-215-8978
Cell: 917-734-5814

RETIRED EXPERIENCE

2018-2020 Wild Birds Unlimited Surfside Beach, SC
Salesperson in a retail store.

2013-2016 Quail Ridge Golf Course and Driving Range Wall, NJ
Worked behind the counter of the driving range and golf course.

2010-2012 Wild Birds Unlimited Middletown, NJ
Salesperson in retail store.

2008 The Sedgewood Club Carmel, NY
First Assistant Golf Professional/Director of Instruction

My key responsibilities focused on the operation of the pro shop, organizing/running club tournaments and outside outings, and member relations:

- My primary responsibility was the daily operation of the pro shop including handling customer sales, displaying merchandize in the shop, and most importantly, handling members requests for any and all services.
- I was the primary member of the staff who gave lessons and ran the junior golf clinics.

2006-2007 The Club at Nevillewood Pittsburgh, PA
First Assistant Golf Professional

My key responsibilities focused on the operation of the pro shop, organizing/running club tournaments and outside outings, and member relations:

- My primary responsibility was the daily operation of the pro shop including handling customer sales, booking member's tee times, displaying merchandize in the shop, and most importantly, handling members requests for any and all services including working to resolve and member billing disputes. I had a staff of five people (including four interns.)
- I organized all the club's tournaments, the year-long weekend member events and the outside outings (there were large outside outings scheduled for every Monday during the golfing season.) I wrote a Tournament Operations Manual that detailed how to conduct every event at Nevillewood including drafts of promotional signage, rules sheets, results sheets, billing information, and any other specific requirements for an event.
- I was the point person for all Golf Shoppe interactions with the Women's Golf Association and ran their weekly events and tournaments at the club.

2005 Highland Country Club Pittsburgh, PA
Second Assistant Golf Professional – Pro Shop Operations

My key responsibilities were focused on the operation of the pro shop and member relations:

- My primary responsibility was concentrated on the daily operation of the pro shop including handling customer sales, checking new merchandize into the inventory tracking system, displaying merchandize in the shop, balancing the sales transactions daily, and most importantly, handling members requests for any and all services. I sold merchandise in the pro shop to members and guests, placed special orders for members including both clubs and clothing, and booked tee times for members.
- I participated in running tournaments at the club, "sweeps events" that we ran every weekend for both men and couples and outside outings.

ROBERT ZIEGLER (continued)

2003-2004 St. Andrew's Golf Club

Hastings-On-Hudson, NY

Assistant Golf Professional/Manager of Outside Services

I managed a staff of 4 to 10 people. My key responsibilities were to manage the bag room, the cart fleet and driving range.

- Bag room responsibilities included assigning new members bag slots, maintaining members clubs (bag tags/shaft tags with members names, regripping clubs, and making minor club repairs,) and train/encourage the staff to provide superior customer service.
- Manage the club's cart fleet including cleaning of the carts, scheduling required maintenance activities (monitoring battery levels and tire pressure), contacting our fleet supplier when repairs were required, and tracking individual cart usage.
- Driving range responsibilities included the daily setting up/tearing down the range and setting up the teaching studio.
- Utilized the GHIN computer system to track membership's handicaps and to organize tournaments and outings including the British Victory Cup held at St. Andrew's every year. I designed customized St. Andrew's cart plates using the GHIN system.
- I spend time in the pro shop working with our members purchasing customized clubs and sets of clubs, golf balls, bags, golf apparel, and other golf/club related items and was the starter after the regular starter left for the day.

CORPORATE EXPERIENCE

2000-2002 American Express

New York, NY

Director, Establishment Services

Managed a staff of 4 professionals and one assistant. My key responsibilities were:

- Increase the actionability of the information collected to support the Establishment Services group while being responsible for controlling the research budget.
- Negotiated with clients to build the research based on their perceived information needs and my viewpoint of the group's needs.
- In a time of shrinking budgets, responsible for ensuring all research expenditures were being effectively spent.
- Redesigned and implemented a new US merchant tracking survey. The revised survey tracked performance at a district level instead of the total US making the information more actionable. The revised design reduced the tracking survey budget by over \$500,000 per year. The revised US merchant tracking was adopted as the prototype for the international Establishment Services merchant survey.
- Conducted ad hoc surveys to address the specific needs of the Establishment Services marketing teams. Examples of the types of projects executed include "Value Story" research to demonstrate to merchants in selected industries the value of accepting American Express cards, measuring cardmembers' perceptions of merchants accepting American Express cards, and targeted projects to demonstrate the value to major clients of accepting American Express cards.

1999-2000 Bright Sun Consulting

New York, NY

Director, Market Sciences

Managed a staff of 6 professionals and one assistant in meeting the information needs of our client teams. Key responsibilities included:

- Upgrading the quality of the market sciences department through upgrading the staff's skills and replacing less productive members.
- Overall project quality and financial performance responsibility including market science projects costs and the quality and profit performance of the various client teams.
- Negotiated with outside vendors on project budgets and with clients for their approval for proposed project objectives and budgets.
- Conducted customized international qualitative and quantitative studies and collected information from secondary data sources. The data analysis allowed for the building of customized models to provide clients with new insights into their global businesses and meet to their informational requirements/needs.
- As a member of the company's senior management team, shared responsibility for formulating company policies, monitoring the company's performance, soliciting new clients, and interviewing prospective employees.
- Clients include ExxonMobil, LG Electronics, Linguatex, Test University, Chamberbiz, and Cinematics Lab

ROBERT ZIEGLER (continued)

1997-1999 **Ziegler Marketing Research** New York, NY
Marketing Consultant

- Contracted as a freelance research consultant for British Airways' United States business unit. Responsibilities included presenting US research findings to the UK headquarters and presenting the relevant UK headquarters research findings to the US staff, assessing the US market research needs, conducting the appropriate market research, developing yearly budgets for the US market research function and monthly monitoring of spending versus the budget. Types of US studies conducted included advertising testing, quarterly tracking surveys, customer satisfaction surveys, customer segmentation, assessment of customer service claims processing, new program (small to medium sized business loyalty program) assessment and promotional assessment (special offers for members of the Executive Club.)

1996-1997 **Research International** New York, NY
Vice President

- Responsibilities included making sales presentations, writing business proposals, designing research projects, data analysis and presentation of findings.

1995-1996 **Bases Group (Services and Durables Division)** Boston, MA
Director

- A member of the management team opening of the Boston Office. Primary responsibilities included developing new accounts, designing the marketing plan for the office, and generating/tracking the office's sales/profit forecasts.
- Opened several new accounts (Xerox, Kodak, Citibank and PNC Bank.)

1990-1994 **Surf Club** State College, PA
Sole Proprietor

1984-1989 **Marriott Corporation** Washington, DC
Director of Marketing Communications for Fairfield Inns

- Responsibilities included advertising, promotions, and public relations. Designed the marketing plan for the launch and rollout of Fairfield Inns.
- Received the Fairfield Inn Achievement Award, only the third person to receive this award.

1979-1984 **Anheuser-Busch, Inc.** St. Louis, MO
Manager, New Product Development

1978-1979 **General Electric (Major Appliances)** Louisville, KY
Program Manager for Ranges and Microwaves

1974-1978 **Management Decision Systems, Inc.** Boston, MA
Senior Project Manager

1972-1974 **Market Science Associates** Pittsburgh, PA
Client Service Representative

EDUCATION

1972	University of Pittsburgh	MBA - Finance
1971	Pennsylvania State University	BA - Finance

OTHER INTERESTS

American History, Photography, Golf

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION R-43-2020

A RESOLUTION DECLARING THE CANCELLATION OF SPRING BIKE RALLY ACTIVITIES IN THE UNINCORPORATED AREA OF THE COUNTY, AND DIRECTING THE COUNTY ADMINISTRATOR TO TAKE ALL ACTIONS IN ACCORDANCE THEREWITH.

WHEREAS, the County, State, Country, and World at large are in the midst of contending with the COVID-19 pandemic, with states of public health emergency continuing to be in effect on the national, state, and local levels; and

WHEREAS, at the time of this Resolution, there have been thousands of COVID-19 confirmed positive cases statewide, to include over two hundred here in Horry County, with a continued increase in new cases anticipated; and

WHEREAS, COVID-19 continues to pose a significant public health threat for infectious disease spread to our residents and visitors, with negative effects on the provision of public services; and

WHEREAS, the virus for South Carolina may have peaked at some point, the downside of the curve together with its negative effects on the provision of public services likely will be experienced for months afterwards, and with the possibility of resurgence unless continued precautions and care are exercised; and

WHEREAS, it has been scientifically verified that the spread of this deadly virus is facilitated by travel, social gatherings, and close interaction among people; and

WHEREAS, historically, the biker rally events in Horry County have drawn many thousands of visitors and participants, with activities that have involved mass gatherings of people at congested venues; and

WHEREAS, it is the opinion of Horry County Council that such rallies should not be held or take place in the foreseeable future due to the Coronavirus pandemic; however, it appears that this year's Fall biker rally may well be unaffected and outside the window of heightened concern.

NOW, THEREFORE, BE IT RESOLVED, that Horry County Council hereby declares that, due to the Coronavirus pandemic, this year's Spring Bike Rally and all associated activities be cancelled for the duration of the year, and directs the County Administrator to take whatever action is necessary in that regard, to include the rescinding of any Special Event and Temporary Vending permits heretofore issued, denial of any pending applications, and legal enforcement as deemed appropriate.

AND IT IS SO RESOLVED, this 5th day of May, 2020.

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)
STATE OF SOUTH CAROLINA)

Ordinance 29-2020

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 32608040003 FROM RESIDENTIAL (MSF20) 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 Residential (MSF20) 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 32608040003 and currently zoned Residential (MSF20) 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 _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Chris Barnhill (Energov # 047957)	Rezoning Request #	2020-02-002
PIN #	32608040003	County Council District #	10 - Hardee
Site Location	Hwy 501 W in Conway	Staff Recommendation	Approval
Property Owner Contact	J2CK Investments LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	3.93

ZONING DISTRICTS

Current Zoning	MSF20
Proposed Zoning	AG3
Proposed Use	Commercial

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	4.6 (Fire/Medic)
Utilities	Public
Character of the Area	Residential and Commercial

ADJACENT PROPERTIES

MSF20	CFA	CFA
MSF20	Subject Property	CFA
MSF20	MSF20	MSF20

COMMENTS

Comprehensive Plan District: Rural Communities	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone from Residential (MSF20) to Agricultural Community Services (AG3). The AG3 District is intended to provide opportunities to locate and develop businesses that meet the needs of the rural community. Dimensional standards may change depending on the future use while the existing residential use (single family home) is permitted under AG3. Additional uses permitted under the AG3 District include commercial establishments such as banks, barbershops, convenience stores, offices, laundromats, tradeshops, and mini-warehouses.

A recent rezoning, Ordinance #116-19 was approved for a 2 acre parcel 350ft to the south that changed from CFA to RE4. This section of HWY 501 consists of a mix of residential and commercial properties. The subject parcel is approximately 0.5 miles from the mapped commercial corridor that ends at Four Mile Road.

Public Comment: 3/5/2020 There was no public input.

TRANSPORTATION INFORMATION

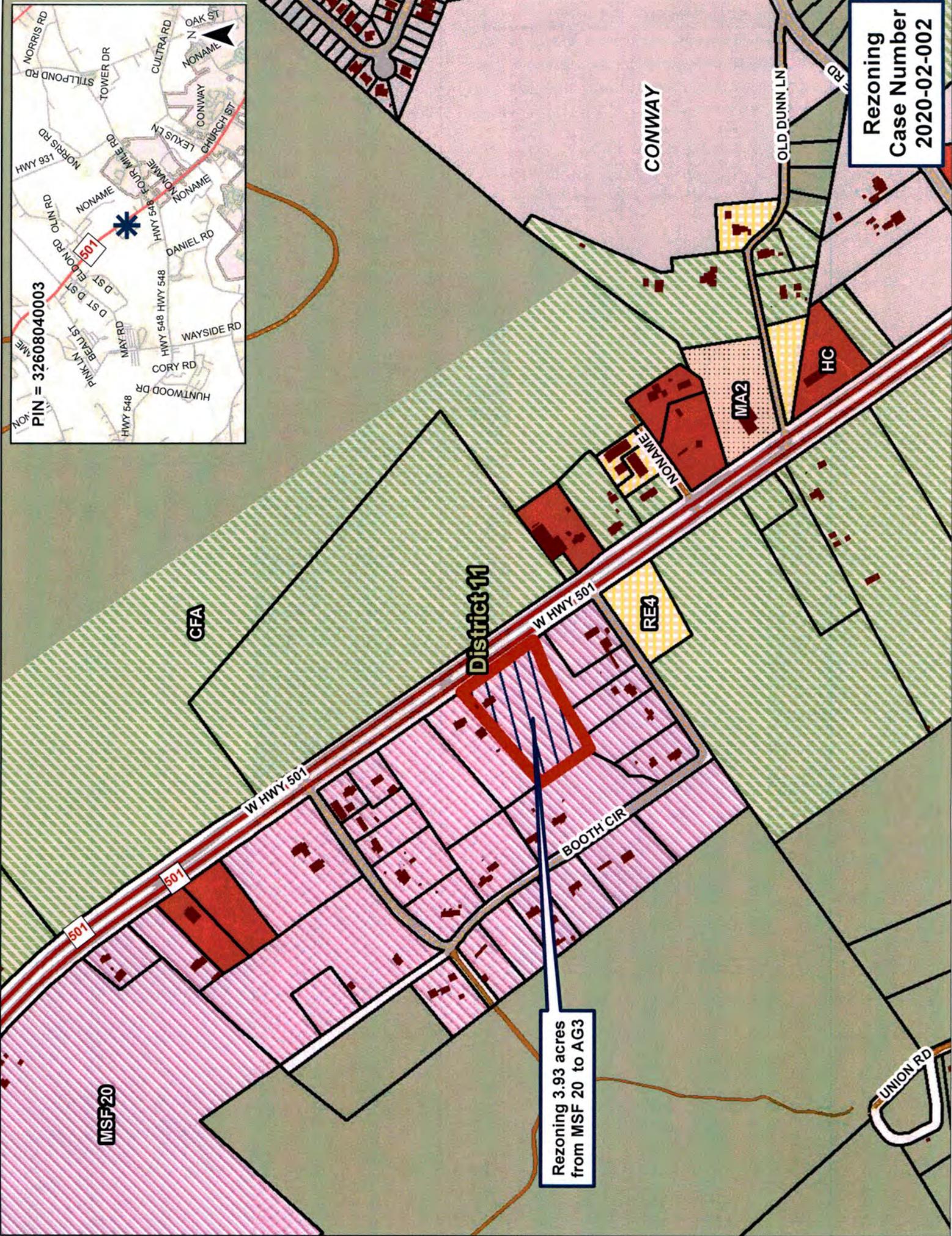
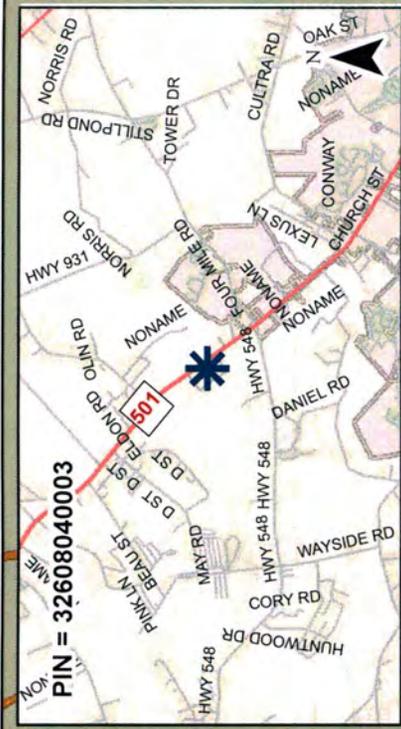
Daily Trips based on existing use / Max Daily Trips based on current zoning	8 / 56	Existing Road Conditions	State, Paved, Two Lane, Divided
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	100 / 1,000	Rd, Station, Traffic AADT (2018) % Road Capacity	US 501, Station 153 25,500 AADT 65% - 70%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	AG3	MSF20	MSF20	CFA		
Min. Lot Size (in square feet)	10,000	20,000	20,000	43,450/21,780		
Front Setback	60	40	40	60/25		
Side Setback	10	15	15	25/10		
Rear Setback	15	25	25	40/15		
Bldg. Height	65	35	35	35		

Date Advertised: 2/13/2020 Date Posted: 2/13/2020 # Property Owners Notified: 20 Date Notification Mailed: 2/13/2020 Report Date: 2/13/2020 BY: sm

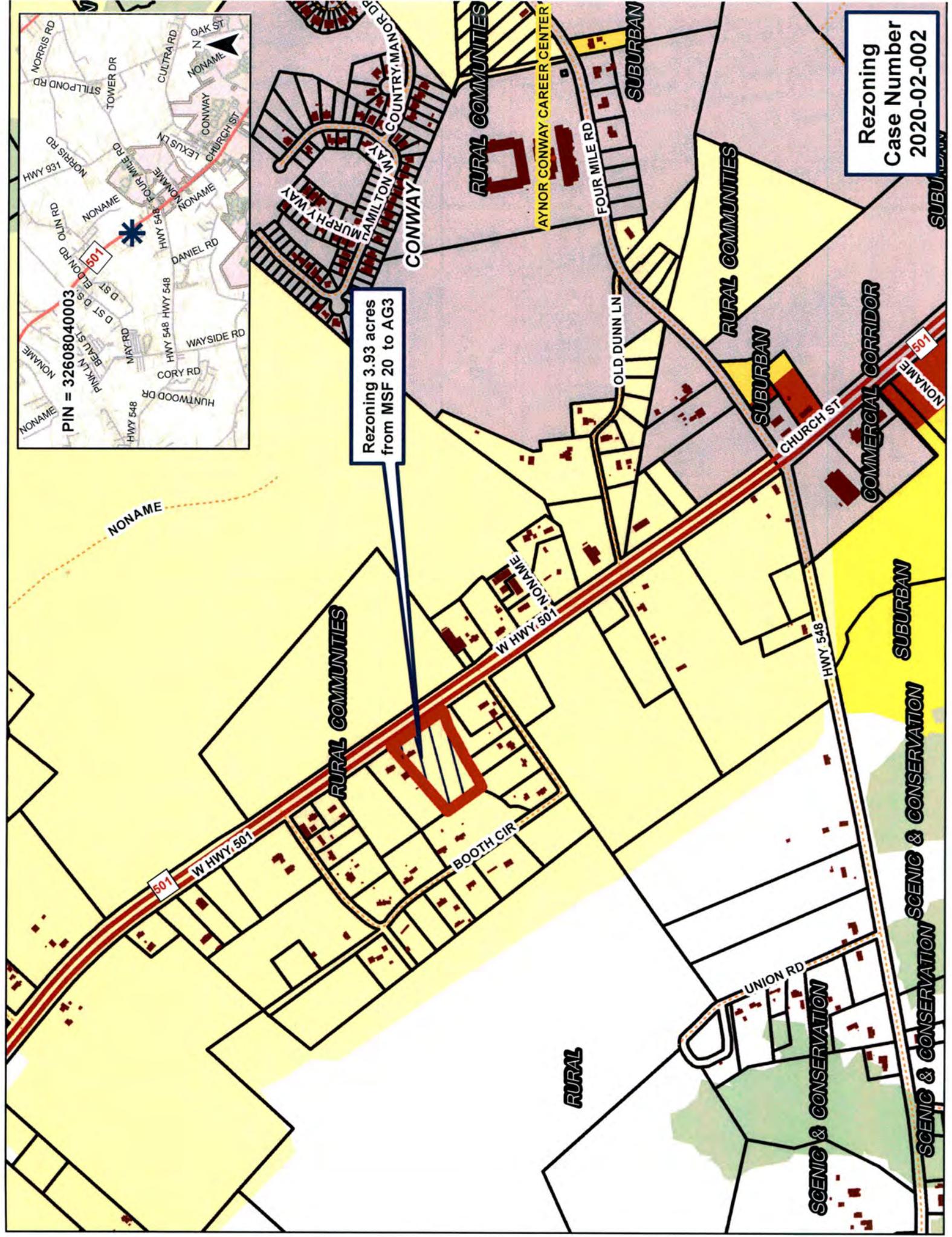
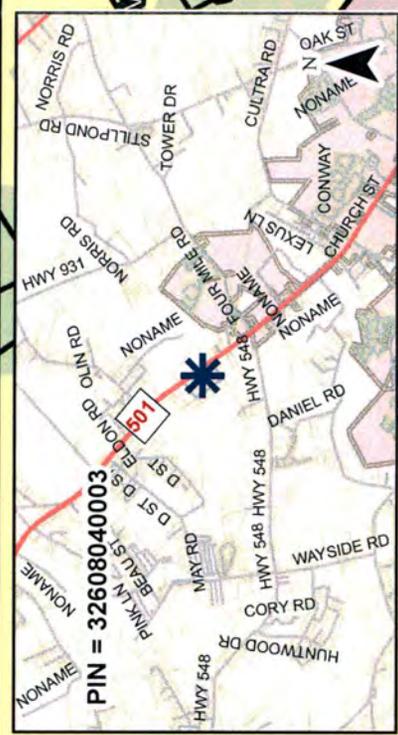
Rezoning
Case Number
2020-02-002



Rezoning 3.93 acres
from MSF 20 to AG3

Rezoning
Case Number
2020-02-002

Rezoning 3.93 acres
from MSF 20 to AG3



COUNTY OF HORRY

)

Ordinance 30-2020

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 29810030054 (PORTION) FROM PLANNED DEVELOPMENT DISTRICT (PDD) 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 Planned Development District (PDD) 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 29810030054 (Portion) and currently zoned Planned Development District (PDD) 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 _____ day of _____, 2020.

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: April 21, 2020
 Second Reading: May 5, 2020
 Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Paul & Judy Himmelsbach (Energov # 047964)	Rezoning Request #	2020-02-001
PIN #	29810030054 (Portion)	County Council District #	10 - Hardee
Site Location	Shaftesbury Ln in Conway	Staff Recommendation	Approval
Property Owner Contact	Paul & Judy Himmelsbach	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.48

ZONING DISTRICTS

Current Zoning	PDD
Proposed Zoning	SF14.5
Proposed Use	Residential

LOCATION INFORMATION

Flood and Wetland Information	X, AE, AF
Public Health & Safety (EMS/fire) in miles	4.4 (Fire)
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

PDD	LFA	LFA
PDD	Subject Property	CFA
PDD	PDD	CFA

COMMENTS

Comprehensive Plan District: Rural Communities / Scenic & Conservation	Overlay/Area Plan: None
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Discussion: The applicant has requested to rezone a portion of a residential parcel from Planned Development District (PDD) to Residential (SF14.5). This request is considered a major amendment to the Shaftesbury Glen PDD as it would result in a change to the exterior boundary of the PDD. Shaftesbury Glen PDD is located on HWY 905 outside of Conway in the Red Bluff/Shell area. The portion of the parcel subject to the rezoning request has frontage along the Waccamaw River and is mapped as Scenic & Conservation. The applicant proposes to convey the rezoned portion of the parcel to a neighboring property owner to join with a parcel (1 acre LFA) that exists between the Shaftesbury Glen community and the Shaftesbury Estates community. When combined with the neighboring parcel this portion of property will be accessed by an existing easement from Shaftesbury Lane. The property proposed to be rezoned does not currently have an established use and is mapped as being within the floodplain (Proposed FEMA Flood Zone AE).

Public Comment: 3/5/2020: There was no public input. Paul Himmelsbach 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	Private, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	8 / 8	Rd, Station, Traffic AADT (2018) % Road Capacity	SC 905, Station 253 6,000 AADT 35% - 40%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF14.5	PDD (Shaftesbury Glen)	LFA	PDD (Shaftesbury Glen)	CFA	
Min. Lot Size (in square feet)	14,500	6,000	43,560	6,000	43,560/21780	
Front Setback	25	20	60	20	60/25	
Side Setback	10	10	25	10	25/10	
Rear Setback	15	15	40	15	40/15	
Bldg. Height	35	35	35	35	35	

Date Advertised: 2/13/2020 Date Posted: 2/13/2020 # Property Owners Notified: 19 Date Notification Mailed: 2/13/2020 Report Date: 2/13/2020 BY: sm

ZONING AND SETBACKS SHOULD BE VERIFIED WITH LOCAL OFFICIALS AND COVENANTS AND RESTRICTIONS, IF ANY. SUBJECT TO CHANGE.

- CLTY = CABLE TELEVISION PEDESTAL
- CLF = CHAIN LINK FENCE
- BSSL = BUILDING SETBACK LINE
- E/B = ELECTRIC BOX
- EOP = EDGE OF PAVEMENT
- IPF = IRON PIN FOUND
- IPS = IRON PIN SET
- N/F = NOW OR FORMERLY
- T/P = TELEPHONE PEDESTAL
- VPF = VINYL PRIVACY FENCE
- WPF = WOOD PRIVACY FENCE

CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I, AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADAPT THIS (PLAN OF DEVELOPMENT/PLAT) WITH MY (OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIALLY SHOWN OR INDICATED ON SAID PLAT:

PAUL HIMMELSBACH SIGNATURE *Paul Himmelsbach* DATE 11/8/19
 JUDY HIMMELSBACH SIGNATURE *Judy Himmelsbach* DATE 11/8/19
 JOHN D. CUNNINGHAM SIGNATURE *John D. Cunningham* DATE 11/8/19
 RHONDA CUNNINGHAM SIGNATURE *Rhonda Cunningham* DATE 11/8/19

CURRENT OWNER: 298-10-03-0054
 PAUL HIMMELSBACH & JUDY HIMMELSBACH
 P.O. BOX 1483
 NORTH MYRTLE BEACH, SC 29598
 LAST PROPERTY TRANSFER DEED
 BOOK 3287 PAGE 2232

298-10-03-0053
 JOHN D. CUNNINGHAM &
 RHONDA CUNNINGHAM
 801 SHAFESBURY LANE
 CONWAY, SC 29526

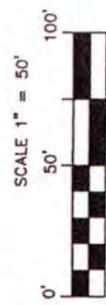
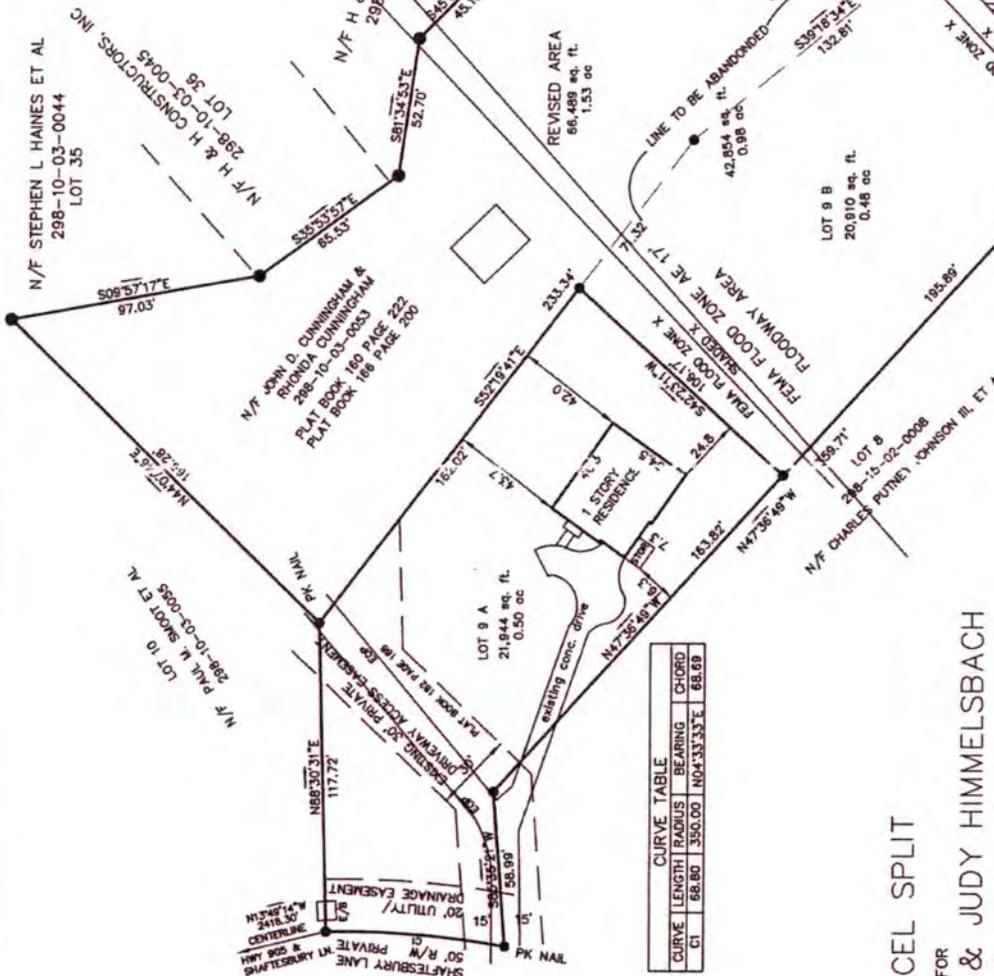
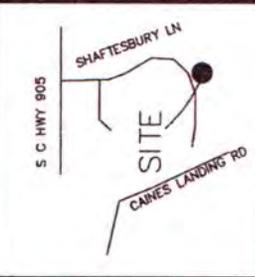
LAST PROPERTY TRANSFER DEED
 BOOK 4081 PAGE 3160

CURVE TABLE		
CURVE	RADIUS	BEARING
C1	68.80	350.00 N04°33'33"E
CHORD		68.69

PARCEL SPLIT
 FOR
 PAUL HIMMELSBACH & JUDY HIMMELSBACH

LOT 9 OF
 CONWAY TOWNSHIP, Horry COUNTY, SOUTH CAROLINA, RECORDED IN THE
 OFFICE OF THE CLERK OF COURT FOR Horry COUNTY IN PLAT BOOK 182 PAGE 188
 DEED BOOK 3287 PAGE 2232 SURVEY WITHOUT BENEFIT OF TITLE SEARCH
 SUBJECT TO EASEMENTS AND RESTRICTIONS. TAX MAP: 113-18-01-005
 PIN# 298-10-03-0054

FLOOD HAZARD ZONE AE BASE FLOOD ELEVATION 17' COMMUNITY 450104 PANEL 4501C0370 H DATE 8/23/1999
 I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

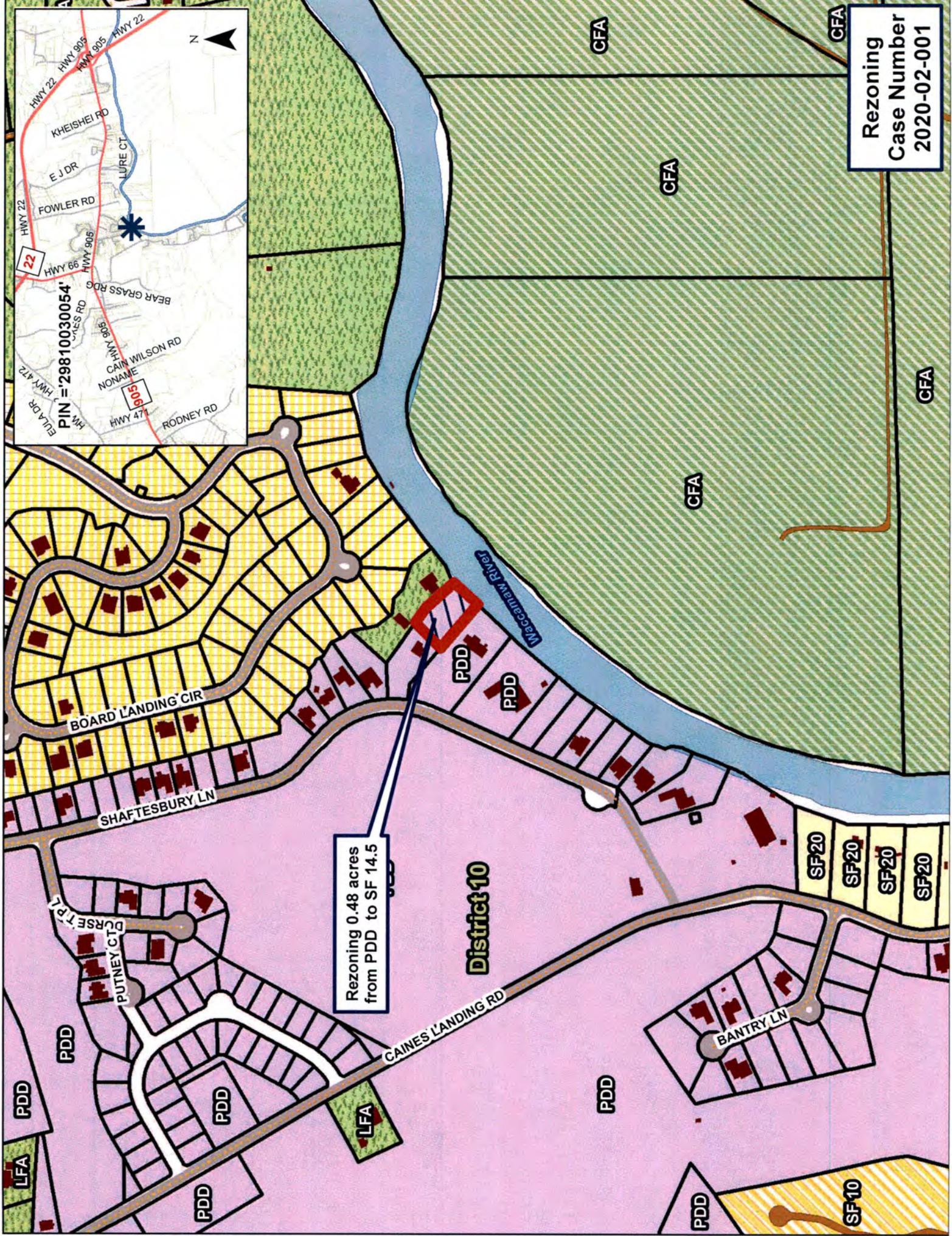
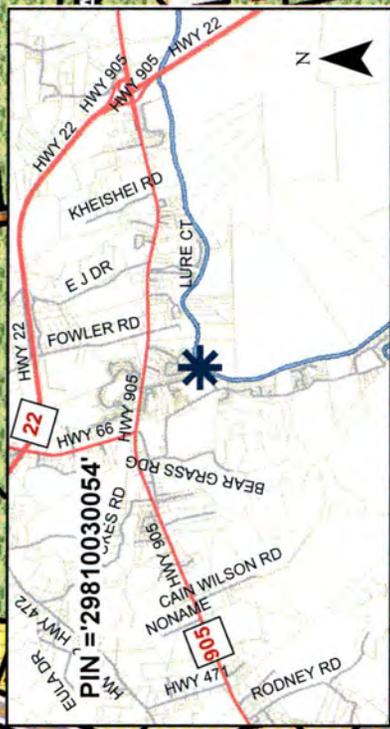


BEASLEY LAND SURVEYING, INC.
 4600 C SOCASTEE BOULEVARD
 P.O. BOX 30784
 MYRTLE BEACH, S.C. 29588
 643-293-7732

LARRY T. BEASLEY, S.C. RPLS #9544
 DATE: DECEMBER 18, 2018

© 2018 ALL RIGHTS RESERVED
 REVISED: NOV. 7, 2019, CHANGE FLOOD ZONE TO MATCH Horry COUNTY GIS

Rezoning
Case Number
2020-02-001



Rezoning 0.48 acres
from PDD to SF 14.5

District 10

LFA

PDD

PUTNEY CT

PDD

LFA

CAINES LANDING RD

PDD

PDD

SF10

BANTRY LN

SF20

SF20

SF20

SF20

PDD

PDD

PDD

PDD

CFA

CFA

CFA

CFA

BOARD LANDING CIR

SHAFTESBURY LN

Macmillan River

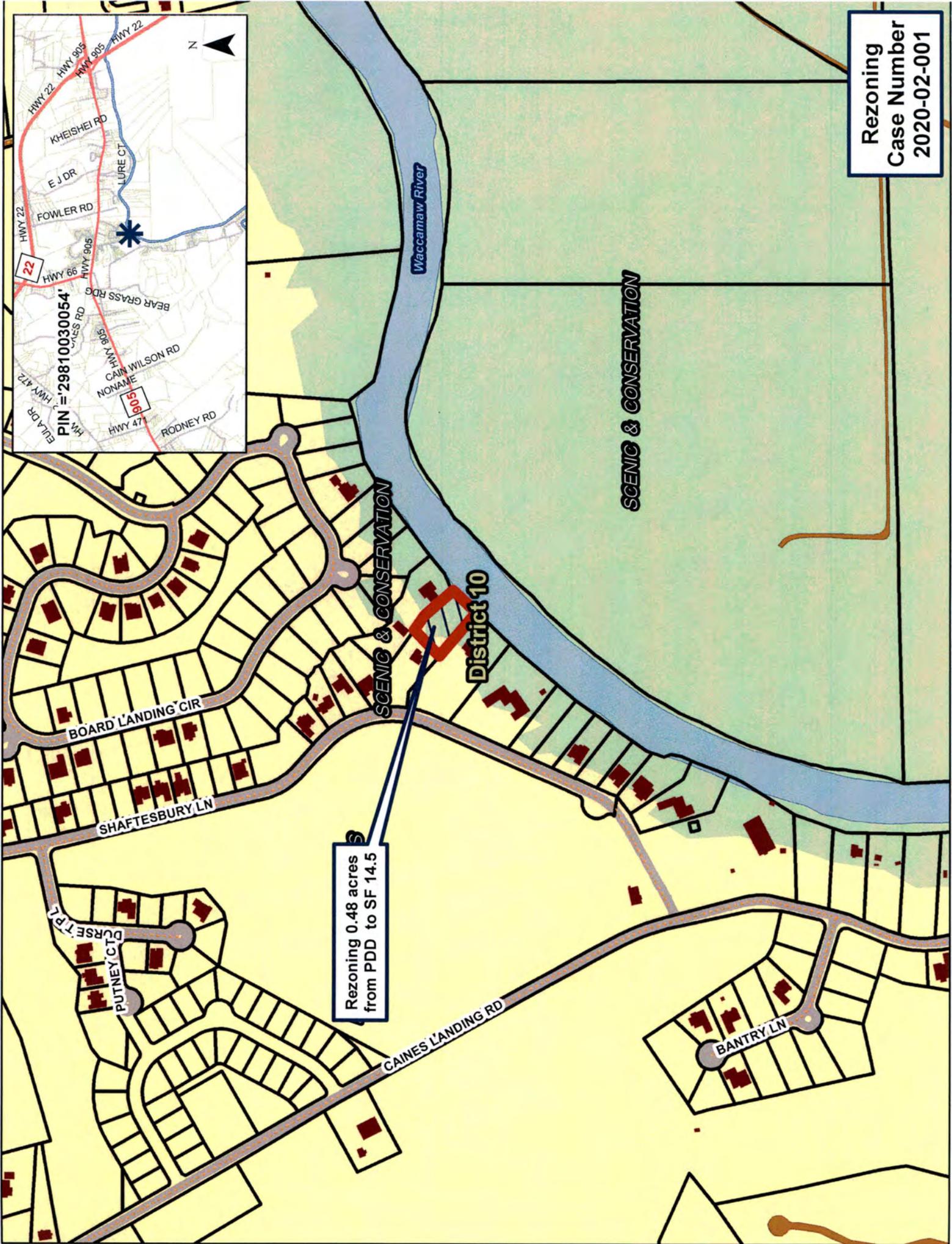
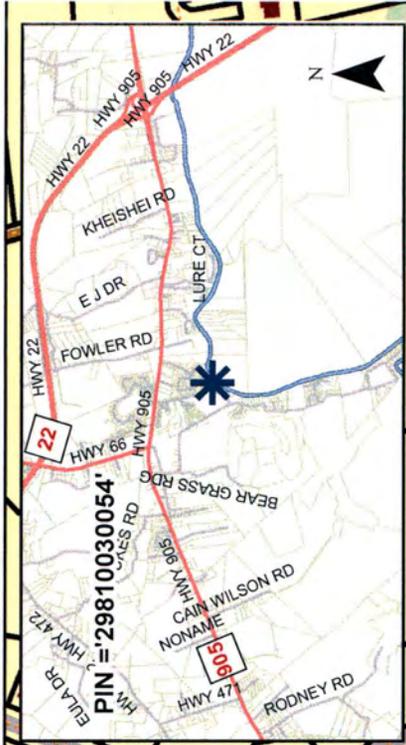
N

PIN = 29810030054

906

22

Rezoning
Case Number
2020-02-001



Rezoning 0.48 acres
from PDD to SF 14.5

District 10

SCENIC & CONSERVATION

SCENIC & CONSERVATION

Waccamaw River

BOARD LANDING CIR

SHAFTESBURY LN

PUTNEY CT

CAINES LANDING RD

BANTRY LN



COUNTY OF HORRY)

)

Ordinance 31-2020

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 37805010007 FROM RESIDENTIAL (SF10) TO RESIDENTIAL (MSF10)

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 (MSF10) 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 37805010007 and currently zoned Residential (SF10) is herewith rezoned to Residential (MSF10).
- 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 _____, 2020.

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: April 21, 2020

Second Reading: May 5, 2020

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Dennis Allan (Energov # 048133)	Rezoning Request #	2020-02-004
PIN #	37805010007	County Council District #	11 - Allen
Site Location	Cates Bay Hwy in Conway	Staff Recommendation	Approval
Property Owner Contact	Eureka Jordan	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	0.5

ZONING DISTRICTS

Current Zoning	SF10
Proposed Zoning	MSF10
Proposed Use	Manufactured home

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2.4 (Fire)
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

FA	FA	SF10
FA	Subject Property	SF10
FA	SF10	SF10

COMMENTS

Comprehensive Plan District: Rural	Overlay/Area Plan: None
------------------------------------	-------------------------

Discussion: The applicant is requesting to rezone to allow a manufactured home in order to bring the current use of the property into compliance. The parcel is located 0.5 mile from the intersection of Cates Bay Hwy and Dongola Hwy in Conway. A small area of SF 10 (former R-4) parcels are fully surrounded by FA properties that allow for mobile and manufactured homes. The immediately adjacent FA parcel is established as residential with a single manufactured home.

The subject parcel is located on the edge of the SF 10 grouping as it was subdivided from the larger parcel. A manufactured home was recently placed on the site and is currently occupied. The property was cleared of vegetation and was graded prior to placing the home.

Public Comment: 3/5/2020 Patty Yourko Burns spoke in opposition of the request. Her concern was property value. Eureka Jordan was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	6 / 8	Existing Road Conditions	State, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	6 / 6	Rd, Station, Traffic AADT (2018) % Road Capacity	S - 135, Station 487 1,750 AADT 10% - 15%
Proposed Improvements			

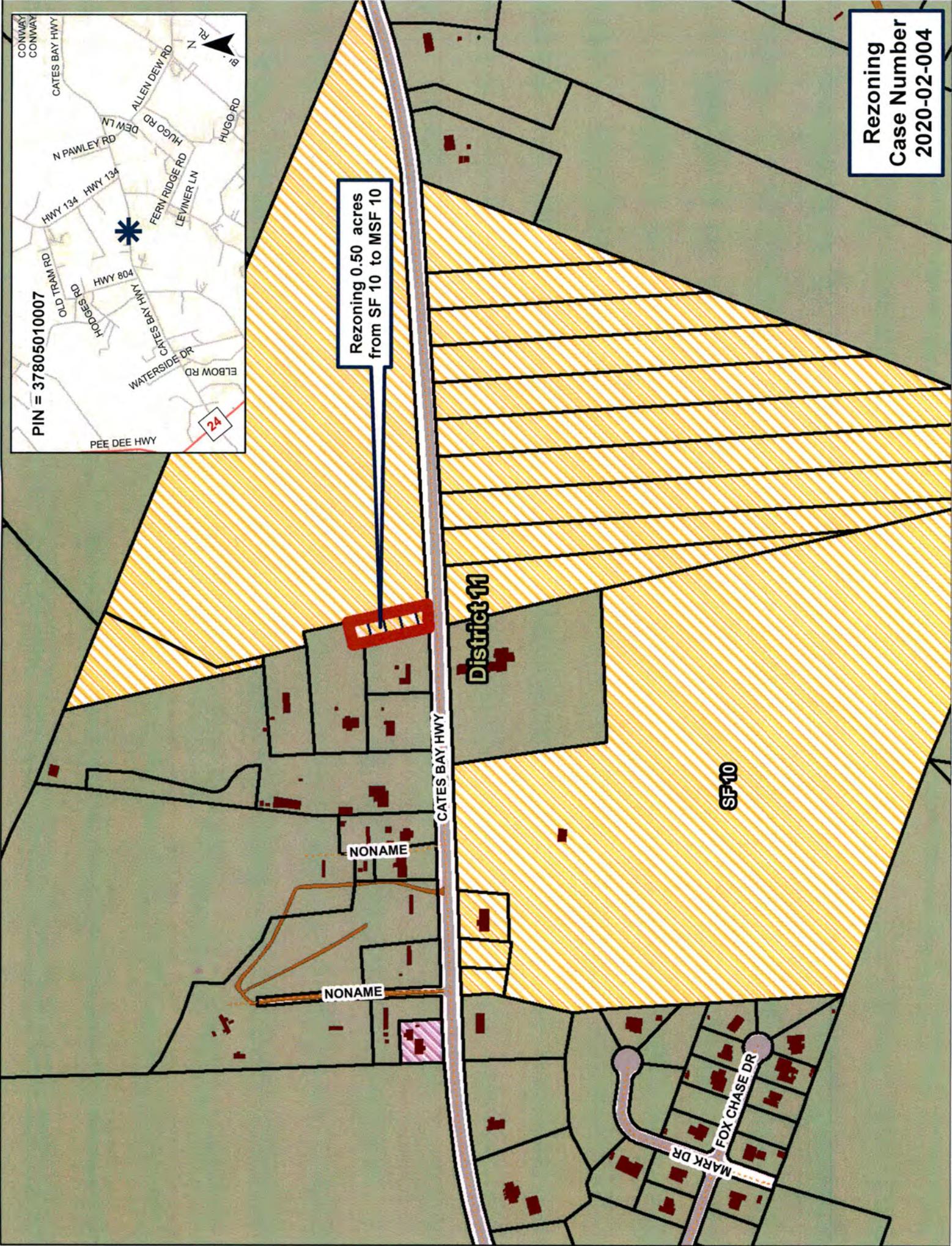
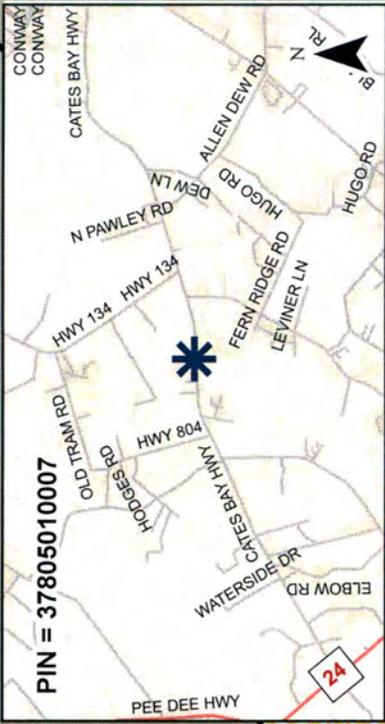
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MSF10	SF10	SF10	CFA (com/res)		
Min. Lot Size (in square feet)	10,000	10,000	10,000	43,560/21,780		
Front Setback	25	25	25	60/25		
Side Setback	10	10	10	25/10		
Rear Setback	15	15	15	40/15		
Bldg. Height	35	35	35	35		

Date Advertised: 2/13/2020 Date Posted: 2/13/2020 # Property Owners Notified: 12 Date Notification Mailed: 2/13/2020 Report Date: 2/13/2020 BY: sm

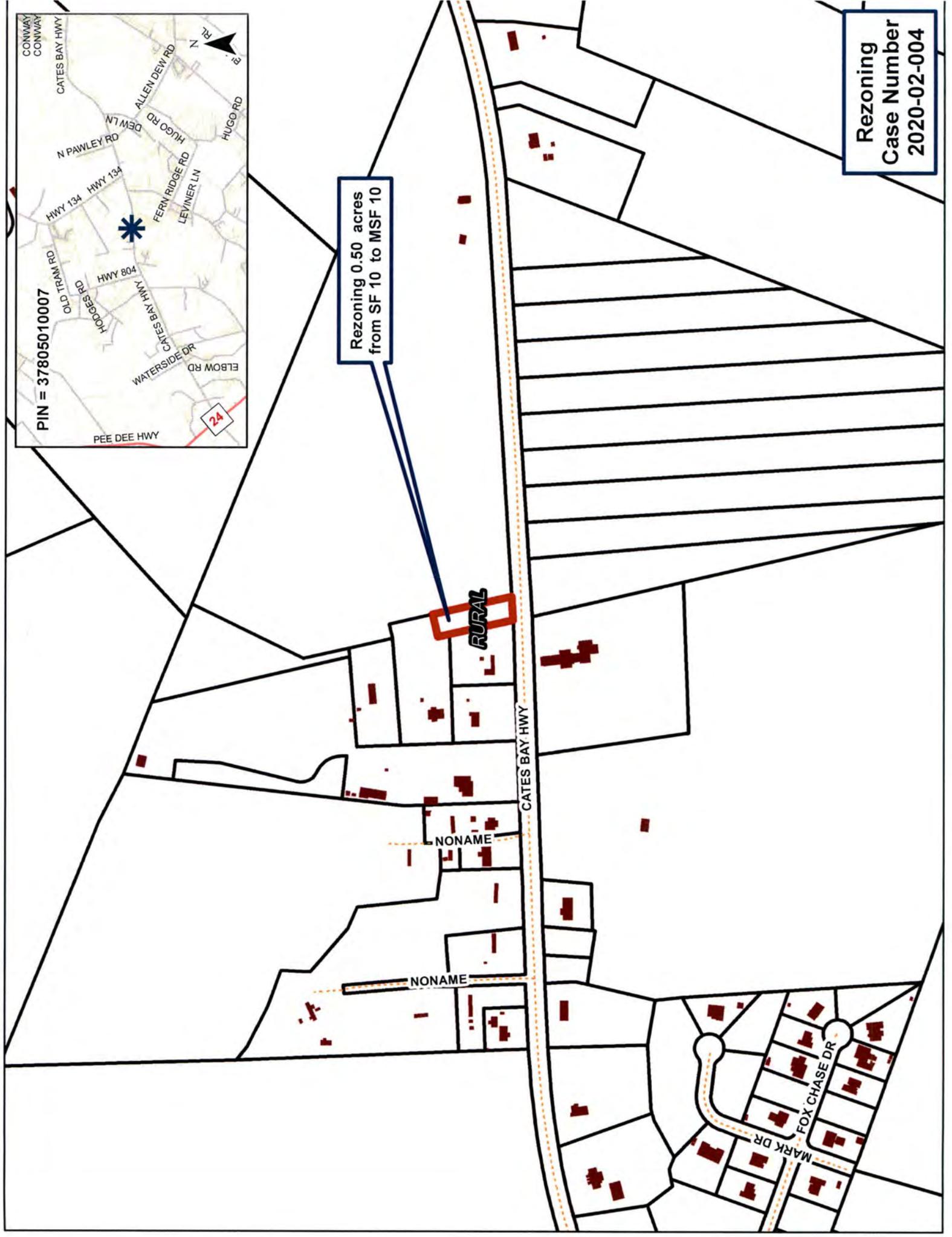
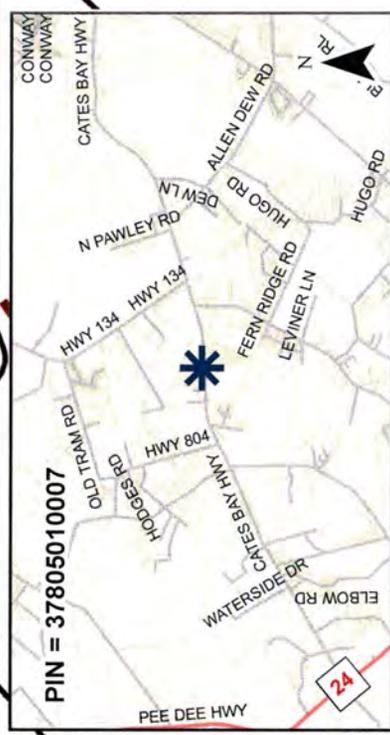
Rezoning
Case Number
2020-02-004

Rezoning 0.50 acres
from SF 10 to MSF 10



Rezoning
Case Number
2020-02-004

Rezoning 0.50 acres
from SF 10 to MSF 10



COUNTY OF Horry)
STATE OF SOUTH CAROLINA)

Ordinance 36-2020

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR Horry COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 30504020003 & 30504020019 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 30504020003 & 30504020019 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 _____ day of _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Gerald T Gore (Energov # 048230)	Rezoning Request #	2020-03-001
PIN #	30504020003 & 30504020019	County Council District #	1 - Worley
Site Location	Savannah Ln off Frank Gore Rd in Little River	Staff Recommendation	Approval
Property Owner Contact	Gerald T Gore	PC Recommendation	Approval 9:1
		Size (in acres) of Request	1.1

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	SF14.5
Proposed Use	Residential

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2.8 (Fire/Medic)
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

CFA	CFA	CFA
CFA	Subject Property	CFA
CFA	CFA	CFA

COMMENTS

Comprehensive Plan District: Rural Communities	Overlay/Area Plan: None
--	-------------------------

Discussion: The applicant is requesting to rezone two parcels from Commercial Forest Agriculture (CFA) to Residential (SF 14.5) in order to subdivide into 3 lots for single family residential homes. There are several stick-built homes in the immediate area with lot sizes ranging from 1.0 acre to 2.8 acres. The subject parcels are within the study area for the Carolina Bays Parkway (SC 31) Extension Project and are not located within the 9 concepts being considered (mapped 1,000 ft corridor).

The applicant previously requested this rezoning as request 2018-04-007 which was disapproved on 5/5/18.

Public Comment: 4/2/2020 Dexter Ford, Jack Gore, and Dorothy Murphy spoke in favor of the request. Nick Cosentino and Bob Pinkaldo spoke in opposition of the request. Their concerns were lot size and aesthetics.

TRANSPORTATION INFORMATION

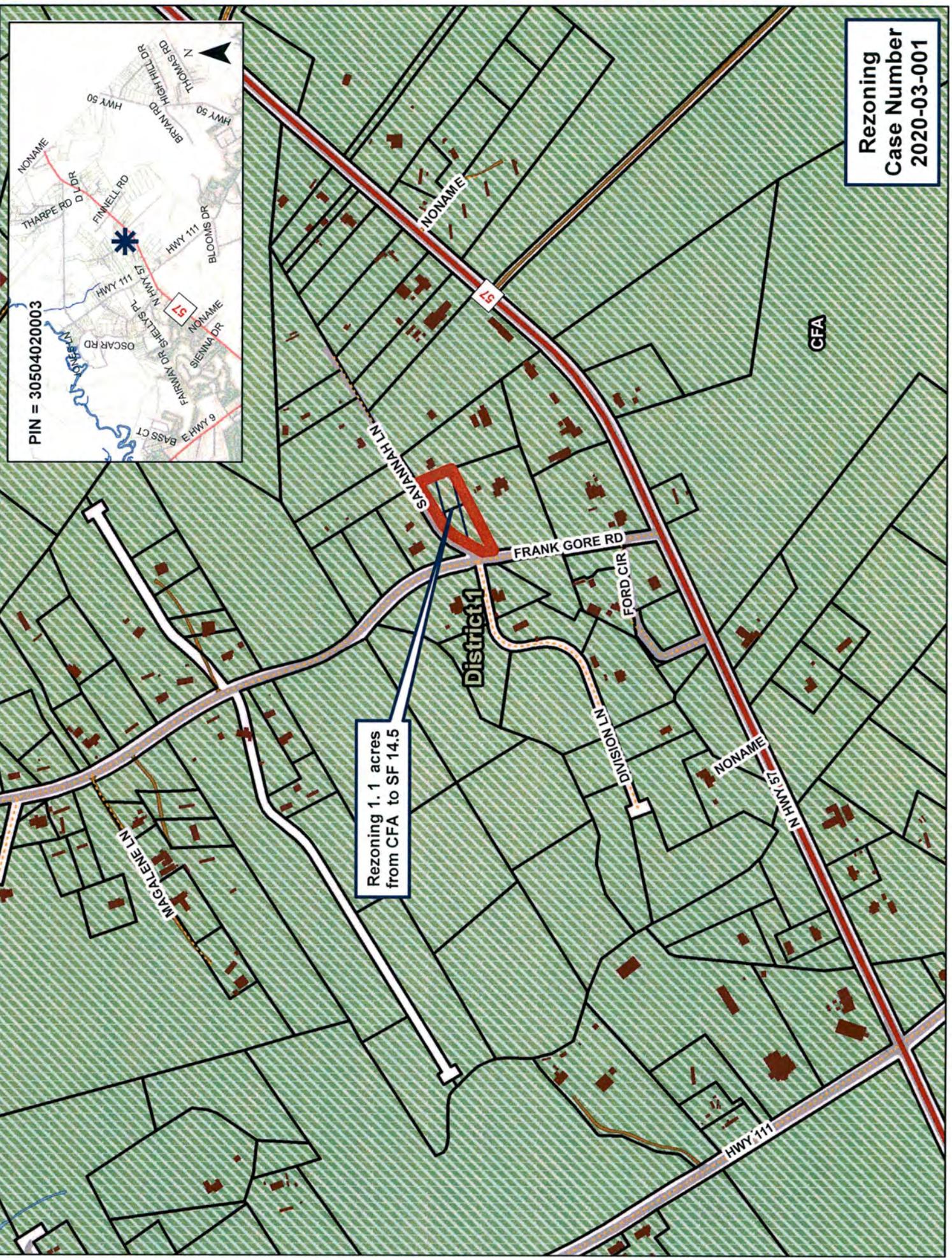
Daily Trips based on existing use / Max Daily Trips based on current zoning	0/8	Existing Road Conditions	County, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	24/24	Rd, Station, Traffic AADT (2019) % Road Capacity	S-57, Station (449) 14,900 AADT 90-95%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF14.5	CFA (Com/Res)	CFA (Com/Res)			
Min. Lot Size (in square feet)	14,500	43,560/21,780	43,560/21,780			
Front Setback	25	60/25	60/25			
Side Setback	10	25/10	25/10			
Rear Setback	15	40/15	40/15			
Bldg. Height	35	35	35			

Date Advertised: 3/12/2020 Date Posted: 3/12/2020 # Property Owners Notified: 20 Date Notification Mailed: 3/12/2020 Report Date: 3/12/2020 BY: sm

Rezoning
Case Number
2020-03-001



Rezoning 1.1 acres
from CFA to SF 14.5

District 1

CFA

PIN = 30504020003

MAGALENE LN

NONAME

NONAME

HWY 111

SAVANNAH LN

FRANK GORE RD

FORD CIR

DIVISION LN

NONAME

HWY 57

THOMAS RD

HIGH HILL DR

BRYAN RD

FINNELL RD

OSCAR RD

FARMAN DR

SIENNA DR

BASS CT

NONAME

HWY 50

HWY 50

HWY 111

NONAME

COUNTY OF HORRY

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Ordinance 37-2020

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 31205040001, 31205040002, 31205040003, 31205040004, AND 31212010063 FROM HIGHWAY COMMERCIAL (HC) AND GENERAL RESIDENTIAL (GR) 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 Highway Commercial (HC) and General Residential (GR) 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 31205040001, 31205040002, 31205040003, 31205040004, and 31212010063 and currently zoned Highway Commercial (HC) and General Residential (GR) 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 _____ day of _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Spartina Land Surveying (Energov # 048417)	Rezoning Request #	2020-03-004
PIN #	31205040001, 31205040002, 31205040003, 31205040004, 31212010063	County Council District #	1 - Worley
Site Location	Hwy 17 in Little River	Staff Recommendation	Approval
Property Owner Contact	Hartland Properties LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	4

ZONING DISTRICTS

Current Zoning	HC / GR
Proposed Zoning	RE4
Proposed Use	Retail Store & Warehouse

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	.45 (Fire/Medic)
Utilities	Public
Character of the Area	Residential and Commercial

ADJACENT PROPERTIES

HC	HC	HC
HC	Subject Property	SF6
RC	RC	SF6

COMMENTS

Comprehensive Plan District: Suburban / Commercial Corridors	Overlay/Area Plan: Little River Corridor Overlay
---	---

Discussion: The applicant is requesting to rezone from HC & GR to RE4 to allow a retail store on the front of the property with a warehouse facility in the rear. The subject properties are surrounded by a mixture of residential and commercial uses. RE4 is generally located along arterial or collector roadways and in close proximity to other consumer-related businesses. The intent states a potential incompatibility for certain RE4 uses located adjacent to established residential communities due to their potential for large outdoor storage areas and non-traditional delivery hours.

Public Comment: 4/2/2020 Vic Wynne and Steve Baston spoke in opposition of the request. Their concerns were setbacks, stormwater runoff and flooding. Will Fairey was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0/1500	Existing Road Conditions	State, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	200/200	Rd, Station, Traffic AADT (2019) % Road Capacity	US 17, Station 125 40,700 AADT 115-120%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	HC / GR	HC	RC	SF6	
Min. Lot Size (in square feet)	21,780	10,000/6,000	10,000	25,000	6,000	
Front Setback	60	50/20	50	40	20	
Side Setback	10	10/10	10	30	10	
Rear Setback	15	15/15	15	25	15	
Bldg. Height	36*	120/35	120	Unlimited	35	

*36 per 1/2 acre; not to exceed 120

Date Advertised: 3/12/2020

Date Posted: 3/12/2020 # Property Owners Notified: 178

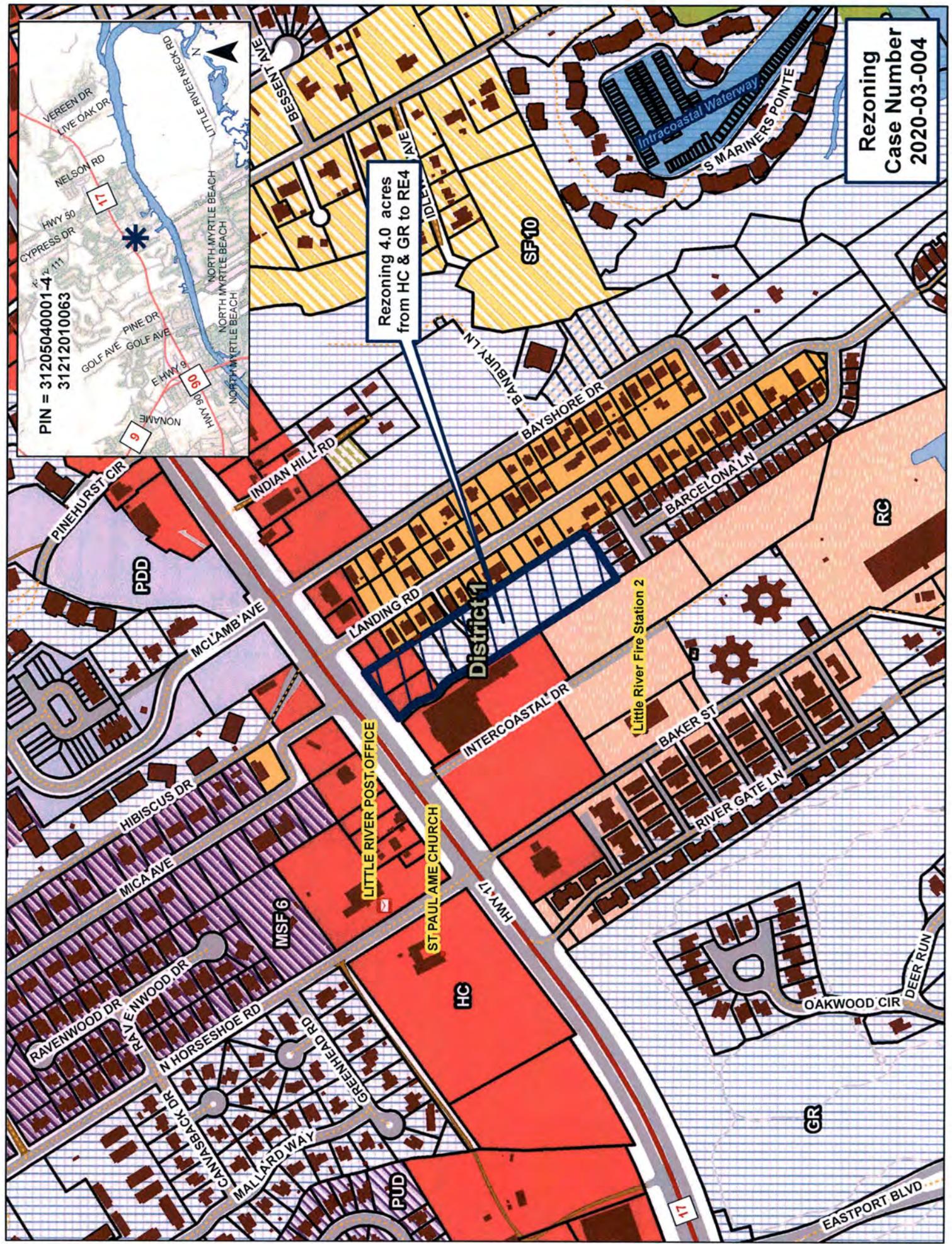
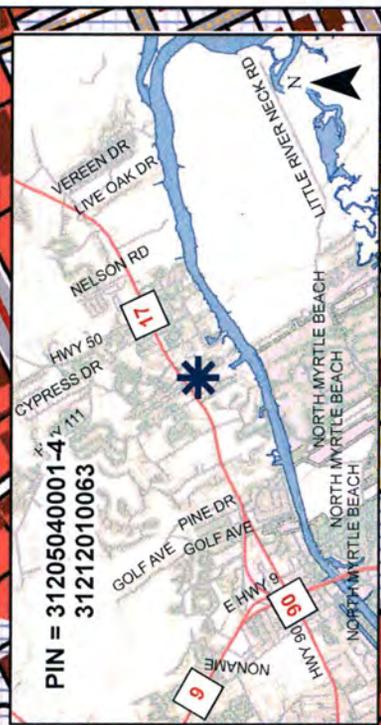
Date Notification Mailed: 3/12/2020

Report Date: 3/12/2020

BY: sm

Rezoning
Case Number
2020-03-004

Rezoning 4.0 acres
from HC & GR to RE4



COUNTY OF HORRY

)
)
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Ordinance 38-2020

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 42512040048 FROM NEIGHBORHOOD COMMERCIAL (NC) 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 Neighborhood Commercial (NC) 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 42512040048 and currently zoned Neighborhood Commercial (NC) 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 _____ day of _____, 2020.

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: April 21, 2020

Second Reading: May 5, 2020

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION			
Applicant	Earthworks Group (Energov # 48535)	Rezoning Request #	2020-03-007
PIN #	42512040048	County Council District #	3 - DiSabato
Site Location	Mr. Joe White Ave in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	WCH Properties II, LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.46

ZONING DISTRICTS		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	NC	Flood and Wetland Information	X	RE4	LI	LI
Proposed Zoning	RE4	Public Health & Safety (EMS/fire) in miles	0.4	RE4	Subject Property	City of MB
Proposed Use	Display and Storage	Utilities	Public	City of MB	NC	NC
		Character of the Area	Commercial and Residential			

COMMENTS

Comprehensive Plan District: Mixed Use	Overlay/Area Plan:
--	--------------------

Discussion: The applicant is requesting to rezone the parcel from NC to RE4. This parcel will be combined with the adjacent RE4 and used as display and storage for their existing landscaping business. The adjacent parcel was rezoned to RE4 under Ord.39-18 on 5/15/2018. Several parcels at the intersection of Mr Joe White Ave and Robert M Grissom Pkwy remain part of the unincorporated County while most of the surrounding area is within the boundary of the City of Myrtle Beach. City of Myrtle Beach public utilities are located adjacent to property. The applicant proposes to serve potable water to the subject parcel from a private well that currently serves the adjacent RE4 parcel.

Public Comment: 4/2/2020 Halestine Graham spoke in opposition of the request. Her concerns were flooding and drainage. Steve Strickland was 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	State, Paved, Four Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	20/200	Rd, Station, Traffic AADT (2019) % Road Capacity	Grissom Pkwy, Station (739) 17,200 AADT 45%-50%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	NC	NC	LI	RE4	
Min. Lot Size (in square feet)	21780	10000	10000	21780	21780	
Front Setback	50	25	25	50	60	
Side Setback	50	10	10	20	10	
Rear Setback	15	15	15	15	15	
Bldg. Height	36 (Per 1/2 acre)	35	35	60	36 (Per 1/2 acre)	

Date Advertised: 3/12/2020 Date Posted: 3/12/2020 # Property Owners Notified: 26 Date Notification Mailed: 3/12/2020 Report Date: 3/12/2020 BY: sm

DEVELOPMENT GENERAL NOTES:

- 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
- 2. THE LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- 3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
- 4. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 5. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 6. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 7. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 8. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 9. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
- 10. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.

CURVE TABLE

CURVE	MAKING	LENGTH	CHORD	CHORD BEARING	DELTA
C1	RIGHT	100.00'	100.00'	N 0° 00' 00" E	90° 00' 00"
C2	RIGHT	100.00'	100.00'	N 0° 00' 00" E	90° 00' 00"
C3	RIGHT	100.00'	100.00'	N 0° 00' 00" E	90° 00' 00"
C4	RIGHT	100.00'	100.00'	N 0° 00' 00" E	90° 00' 00"
C5	RIGHT	100.00'	100.00'	N 0° 00' 00" E	90° 00' 00"



VICINITY MAP
 TMS # 425-12-04-0042 & 425-13-01-0080
 PIN # 181-02-04-045 & 425-12-04-0048

JOB NAME: 181119 - EVERGREEN LANDSCAPING

PROJECT: 181119
 DATE: 11/14/18
 SCALE: 1" = 30'
 DESIGNED BY: MHD
 DRAWN BY: RLH
 CHECKED BY: MHD

C2.0
 SHEET

EVERGREEN LANDSCAPING

REZONING

PREPARED FOR:
WADE HERNDON
 Horry County, South Carolina

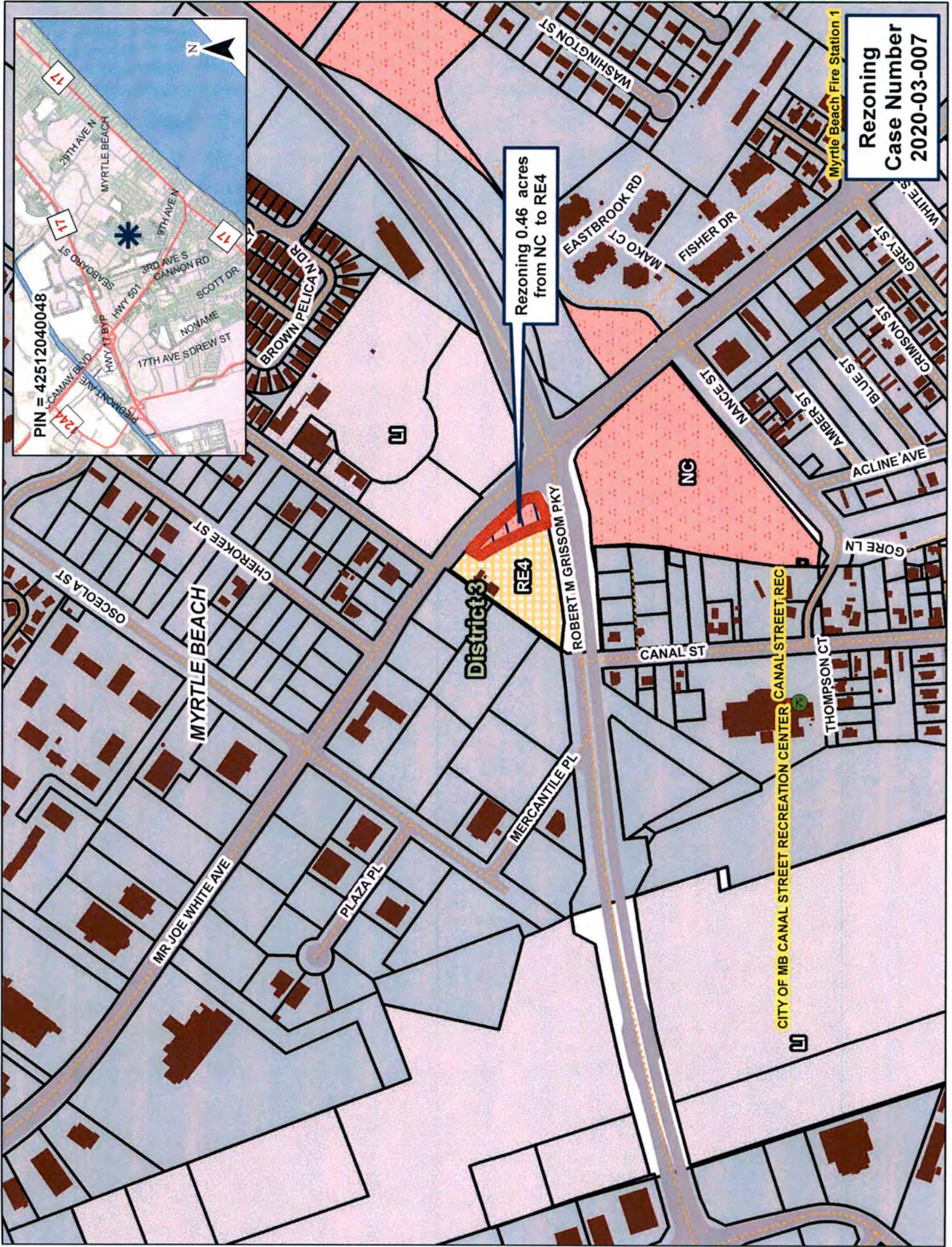
REVISION SCHEDULE

NO.	DATE	DESCRIPTION	BY
1	11/14/18	HC COMMENTS DATED 10/13/18	MHD
2	11/14/18	HC COMMENTS 10/14/18 RESPONSE	MHD

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

EARTHWORKS
 planning and design consultants

11655 HIGHWAY 707
 MURRELLS INLET, SC 29576
 843.681.7900
 (FAX) 843.681.7903
 www.earthworksgroup.com



Rezoning 0.46 acres
from NC to RE4

Rezoning
Case Number
2020-03-007

Myrtle Beach Fire Station 1

District 3

RE4

NC

CITY OF MB CANAL STREET RECREATION CENTER, CANAL STREET REC

MYRTLE BEACH

MR JOE WHITE AVE

PLAZA PL

MERCANTILE PL

ROBERT M GRISSOM PKY

CANAL ST

THOMPSON CT

GORE LN

ACLINE AVE

AMBER ST

BLUE ST

CRIMMON ST

GREY ST

WHITES

WASHINGTON ST

EASTBROOK RD

FISHER DR

MAKO CT

BROWN PELICAN DR

NONAME

17TH AVE S DREW ST

3RD AVE S

CANNON RD

9TH AVE N

28TH AVE N

MYRTLE BEACH

PIN = 42512040048

COUNTY OF HORRY

)
)
)

Ordinance No. 18-2020

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 47002030029, 47002030030, 47002030031, 47002030033, AND 47002030034 FROM RESIDENTIAL (MSF10) 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 Residential (MSF10) 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 47002030029, 47002030030, 47002030031, 47002030033, and 47002030034 currently zoned Residential (MSF10) 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 _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Venture Engineering, Inc. (Energov # 047853)	Rezoning Request #	Ord. 18-2020 2020-01-003
PIN #	47002030029, 47002030030, 47002030031, 47002030033, and 47002030034	County Council District #	5-Servant
Site Location	Corner of Atlantic Ave & Elizabeth Dr in Garden City	Staff Recommendation	Approval
Property Owner Contact	KTAD Holdings, LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	1.7

ZONING DISTRICTS

Current Zoning	MSF10
Proposed Zoning	MRD3
Proposed Use	Single Family Detached

LOCATION INFORMATION

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

ADJACENT PROPERTIES

MHP	MHP	MSF10
MHP	Subject Property	MSF10
MHP	MSF10	MSF10

COMMENTS

Comprehensive Plan District: Mixed Use **Overlay/Area Plan:** Garden City Area/ Height Overlay

Discussion: The applicant is requesting to rezone to allow additional residential development. The owner would like to redevelop five existing lots into 10 single family lots with a shared private drive providing access to lots 9 and 10. A portion of the lots fronting on Elizabeth Ave. are within the AE flood zone. The proposed flood zone encompasses all lots. Several Live Oak trees will need to be considered in the design as they are protected by county ordinance. MRD would not allow manufactured homes, however there are many in this area. The MRD zoning District would only allow single family development if rezoned.

The Garden City Area Plan/Height Overlay identifies this area as medium density residential. The area plan also encourages smaller lot sizes for single family detached development to discourage the development of Duplexes. The height overlay also limits structure height to 35'

2/18/2020 County Council remanded to Planning Commission for reconsideration.

Public Comment: 4/2/2020 Steve Powell was present to address questions and concerns. There was no public input.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	32 / 48	Existing Road Conditions	State & County, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	80 / 80	Rd, Station, Traffic AADT (2018) % Road Capacity	S 51, Station 407 10,500 AADT 70% - 75%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD3	MSF10	MSF10			
Min. Lot Size (in square feet)	6,000	10,000	10,000			
Front Setback	25	25	25			
Side Setback	10	10	10			
Rear Setback	15	15	15			
Bldg. Height	35	35	35			

Date Advertised: 1/16/2020 Date Posted: 1/16/2020 # Property Owners Notified: 13 Date Notification Mailed: 1/16/2020 Report Date: 1/16/2020 BY: sm

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 39-2020

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 PINs 448-00-00-0026, 447-00-00-0001, 447-00-00-0032, 447-00-00-0025, 447-09-01-0011, 447-09-01-0009, 447-09-01-0010, 447-09-01-0004, 447-09-04-0014, 447-09-04-0013, 447-09-03-0001, 447-09-04-0012, 447-09-01-0003 CONSTITUTING A TOTAL OF 704+/- ACRES FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO PLANNED DEVELOPMENT DISTRICT (PDD).

WHEREAS, ordinance Number 107-04 pertaining to Planned Development Districts (PDD), allows a variation of requirements contained in other zoning districts to accommodate flexibility in uses within the project; and

WHEREAS, a request has been filed to amend Ordinance # 41-07, SayeBrook West PDD, for the parcel(s) of land identified as PINs 448-00-00-0026, 447-00-00-0001, 447-00-00-0032, 447-00-00-0025, 447-09-01-0011, 447-09-01-0009, 447-09-01-0010, 447-09-01-0004, 447-09-04-0014, 447-09-04-0013, 447-09-03-0001, 447-09-04-0012, 447-09-01-0003 and,

WHEREAS, the present zoning ordinance allows major changes to existing Planned Development Districts (PDD) by amendment; and,

WHEREAS, County Council finds that the current Planned Development District (PDD) is not sufficient for the proposed development in Horry County; and,

WHEREAS, County Council finds that the request to amend the SayeBrook West PDD is in compliance with the Comprehensive Plan, is to the good of the public welfare and is a reasonable request; and,

WHEREAS, County Council finds that the request to amend the Planned Development District (PDD) 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 supersede the requirements of the Horry County Land Development Regulations unless such provision is contained within this actual ordinance as recorded in the office of the Horry County Register of Deeds.; 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:

Section 721.8 – Approved PDDs and Summary of Uses

Addition of Attachment A titled “Proposed Dimensional Standards by District.”

- 2) **Amendment of Official Zoning Maps of Horry County:**

Parcels of land identified by PINs 448-00-00-0026, 447-00-00-0001, 447-00-00-0032, 447-00-00-0025, 447-09-01-0011, 447-09-01-0009, 447-09-01-0010, 447-09-01-0004, 447-09-04-0014, 447-09-04-0013, 447-09-03-0001, 447-09-04-0012, 447-09-01-0003 constituting 704+/- acres currently zoned Planned Development District (PDD) is herewith amended to Planned Development District (PDD) and is restricted to the uses as found in Attachment A - "Summary of SayeBrook West Planned Development District (PDD) Ordinance # _____," attached to this ordinance and incorporated herein by reference.

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

ADOPTED AND APPROVED by the governing body this _____ day of _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	MEPNJ LTD PARTNERSHIP (Energov # 048345)	Rezoning Request #	2020-03-002
PIN #	448-00-00-0026, 447-00-00-0001, 447-00-00-0032, 447-00-00-0025, 447-09-03-0001, 447-09-01-003, 4, 447-09-04-0012, 13, 14, 447-09-01-0009, 10, 11	County Council District #	6 - Crawford
Site Location	N W Corner of Hwy 17 Bypass & Hwy 544 in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Steve Alger	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	69.96

ZONING DISTRICTS

Current Zoning	PDD
Proposed Zoning	PDD
Proposed Use	Amend PDD

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2.21 (Fire/EMS)
Utilities	Public
Character of the Area	Commercial

ADJACENT PROPERTIES

MRD3	PUD	GR
HC	Subject Property	HC
PDD	HC	PDD

COMMENTS

Comprehensive Plan District: Community Activity Center, Commercial Corridor & Mixed Use	Overlay/Area Plan: Highway 544 Overlay
<p>Discussion: The Planned Development District (PDD) for "SayeBrook West" includes the development of 704+/- acres located on SC Highway 544 and the intersection of Highway 17 ByPass in Horry County, South Carolina. SayeBrook West is envisioned as a Traditional Neighborhood Development (TND) with a full range of land uses utilizing a compact development scheme to preserve and enhance the site's natural amenities and environmental constraints. The applicant is requesting an amendment to the existing Sayebrooke PDD (Ord. 41-07) to eliminate the minimum parking standards for the Commercial Office Districts CO 4, 5, 6 and 6A. The amendment also clarifies the design standards regarding right of way at an intersection, corner lot radius, and minimum centerline roadway radius of an access street.</p>	

Public Comment: 4/2/2020 There was no public input. Steve Alger was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	N/A	Existing Road Conditions	Private, Paved
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	N/A	Rd, Station, Traffic AADT (2018) % Road Capacity	SC-544, Station (240) 36,100 AADT N/A
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PDD	PDD	MRD3	PUD (Palmetto Pointe)	HC	GR
Min. Lot Size (in square feet)	See Attached	See Attached	6000	6000	10000	6000
Front Setback	See Attached	See Attached	20	20	50	20
Side Setback	See Attached	See Attached	5	5	10	10
Rear Setback	See Attached	See Attached	10	15	15	15
Bldg. Height	See Attached	See Attached	40	35	120	35

Date Advertised: 3/12/2020 Date Posted: 3/12/2020 # Property Owners Notified: 7 Date Notification Mailed: 3/12/2020 Report Date: 3/12/2020 BY: sm

ATTACHMENT A

Summary of SayeBrook West Planned Development District (PDD)

ORDINANCE # _____

HCPD Case # 2020-03-002

PINs 448-00-00-0026, 447-00-00-0001, 447-00-00-0032, 447-00-00-0025, 447-09-01-0008, 447-09-01-0007, 447-09-01-0011, 447-09-01-0009, 447-09-01-0004, 447-09-01-0010, 447-00-00-0024, 447-09-01-0014, 447-09-4-0013, 447-09-03-0001, 447-09-04-0012

The Planned Development District (PDD) for “SayeBrook West” includes the development of 704+/- acres located on SC Highway 544 and the intersection of Highway 17 ByPass in Horry County, South Carolina. SayeBrook West is envisioned as a Traditional Neighborhood Development (TND) with a full range of land uses utilizing a compact development scheme to preserve and enhance the site’s natural amenities and environmental constraints. The SayeBrook West PDD will require the implementation of design standards and modifications that differ from the Horry County Land Development Regulations due to its TND designs. Jurisdictional wetlands comprise +/- 211.28 acres of the site.

GENERAL PROVISIONS

1. Permitted Uses – Use districts shall be in accordance with Exhibit 1 entitled “Conceptual Plan.”

A. Commercial/Office Districts “CO-4” “CO-5” CO-6” and “CO-6A” ⁽¹⁾

Retail businesses involving the sale of merchandise and/or personal and professional services on the premises in permanent buildings, including

- Antique Stores
- Appliance/Household Furnishings, Radio, Television, and Electronics
- Clothing and associated retail
- Hardware, Paint, Building Supply Stores
- General Merchandise and Retail Uses
- Grocery and associated retail
- Pharmacy
- Florist shops
- Package Liquor and Wine/Beer Stores
- Restaurants and Pubs, including drive-ins
- Shopping centers (associated retail uses) with multiple tenants on one (1) lot, or subdivided
- Sporting goods stores
- Convenience Stores, including Gas Stations and/or Car Wash Facilities
- Appliance, Radio, Television, and Electronic Repair Shops
- Banks, Mortgage companies, Financial Service companies, Savings and Loan Associations, Personal Loan Agencies, and Branches
- Barber and Beauty Shops
- Public and Private Health and Fitness Clubs
- Multi-Family Residential integrated with Commercial and Retail Uses (such as vertical mixed-uses)
- Bicycle Repair and Sales shops
- Dressmakers, Seamstresses, and Tailors
- Dry Cleaning Self-Service and/or Laundry Self-Service Facilities
- Insurance and/or Real Estate agencies
- Locksmith or Gunsmith shops
- Medical and Dental Offices, Clinics and/or Laboratories
- Hospitals

- Offices for Governmental, Business, Professional, or General Purposes
- Photographic studios
- Secretarial and/or telephone answering services
- Shoe Repair Shops
- Public and private educational schools/institutions and cultural facilities
- Nurseries and Day-Care Facilities
- Continuing Care Retirement Community (CCRC) or Congregate Care Facilities

Commercial Amusement and Entertainment Uses

- Theaters, including outdoor amphitheaters
- Taverns
- Billiard Halls
- Private Clubs
- Lodges
- Halls
- Social Centers
- Bowling Alleys and Skating Rinks
- Miniature Golf Courses

Other allowable uses

- Surface parking lots
- Parking Garages
- Publicly owned buildings and utility substations
- Auto, Boat and Recreational Vehicle Sales
- Camper Storage and Supply Facilities
- Churches and other places of worship
- Hotels, Motels and Tourist Homes
- Mini-warehouses w/ outside storage
- Single-Family Stick-Built dwellings
- Townhomes (Fee Simple and in-common ownership)
- Accessory Uses
- See Office/Professional, Single-Family, and Multi-Family Residential Districts for additional uses

B. Office/Professional District “O-1” (1)

- Professional, administrative and general business offices
- Medical and Dental Clinics and Laboratories
- Research and Development Offices and Laboratories
- Financial Offices
- Home Offices
- Banks, Savings and Loan Associations, Personal Loan Agencies, and Branches
- Public and Private Educational Schools/Institutions, and Cultural Facilities
- Nurseries and Day-Care Facilities
- Publicly owned buildings and utility substations
- Hospitals and Nursing Homes
- Continuing Care Retirement Community (CCRC)
- Religious, recreational, and Athletic Camps, including lodging facilities
- Public and Private Health and Fitness Clubs
- Accessory Uses
- See Multi-Family and Single Family for additional allowable uses
- Commercial and Retail Uses integrated with Office/Professional Uses (such as vertical mixed uses)

D. Single Family Residential Districts “2-A,” “2-B,” “2-C,” “2-D,” “3-A,” “3-B,” “3-C”

- Single-Family stick-built detached dwellings
- Patio Homes
- Townhomes
- Duplex, triplex, quadruplex, semi-detached
- Golf Course(s)
- Professional and cultural uses to support residential uses
- Churches and other places of worship
- Publicly owned buildings and utility substations
- Public and private educational schools/institutions and cultural facilities
- Nurseries/Day-care facilities
- Continuing Care Retirement Community (CCRC)
- Universities, colleges, technical schools and associated uses
- Public and private health and fitness clubs
- Live-work
- In-common Development
- Accessory uses (such as garage/storage with integrated residential within the accessory structure)

E. Multi-Family Residential Districts “7-A,” “7-B,” “8-A,” “8-B” ⁽¹⁾

- Multifamily (up to 24 units per building)
- On-site commercial activities associated with the development
- Accessory uses (such as garage/storage with integrated residential within the accessory structure)
- Continuing Care Retirement Community (CCRC)
- Travel company agency and transportation terminal use
- Churches and other places of worship
- Public and private health and fitness clubs
- Public and private educational schools/institutions and cultural facilities
- See Single Family for additional allowable uses
- Commercial/Retail and/or Office uses integrated with Multi-Family uses (such as vertical mixed uses)

F. Park

- Recreation uses
- Accessory Buildings

Footnotes

- (1) Restaurants, bars, and taverns within the Sayebrook PDD shall be exempt from the Special Exception requirements for on-site consumption of alcohol within five hundred feet of proposed residential uses. This is due to the Traditional Neighborhood Design element of the PDD which is contingent upon the close proximity of residential and commercial uses.

2. Dimensional Standards

- (a) Refer to remainder of Attachment A

3. Project density

(a)

Proposed Use	Approximate Gross Acreage	Approximate Percentage of Project	Density
Single-Family	+ 511.98	72 %	1,331
Multi-Family	+ 54.7	7.8 %	549
Commercial	+ 69.96	9.9 %	N/A
Office	+ 31.8	4.5 %	N/A
Amenity Area	+ 8.4	1.2 %	
ROW	+ 26	3.7 %	
Total	+ 702.84	99.1 %	1,880

Proposed Use	# Units or Square Feet	Acreage	Gross Density	Percent of Project Total Area	Net Density
Single Family "2-A"	+/- 90	+/- 34.6	+/- 2.6 du/ac	5 %	+/- 4.25 du/ac
Single Family "2-B"	+/- 311	+/- 78.6	+/- 3.96 du/ac	11 %	+/- 4.2 du/ac
Single Family "2-C"	+/- 115	+/- 49.5	+/- 2.32 du/ac	7 %	+/- 4.03 du/ac
Single Family "2-D"	+/- 83	+/- 30.98	+/- 2.68 du/ac	4 %	+/- 4.3 du/ac
Single Family "3-A"	+/- 285	+/- 91.4	+/- 3.12 du/ac	13 %	+/- 4.2 du/ac
Single Family "3-B"	+/- 299	+/- 136.2	+/- 2.19 du/ac	19 %	+/- 4.32 du/ac
Single Family "3-C"	+/- 148	+/- 90.7	+/- 1.63 du/ac	13 %	+/- 4.4 du/ac
Multi-Family "7-A"	+/- 140	+/- 17.6	+/- 7.95 du/ac	3 %	+/- 7.96 du/ac
Multi-Family "7-B"	+/- 137	+/- 12.5	+/- 10.96 du/ac	2 %	+/- 10.96 du/ac
Multi-Family "8-A"	+/- 72	+/- 8.0	+/- 9.0 acres	1 %	+/- 9.0 acres
Multi-Family "8-B"	+/- 200	+/- 16.6	+/- 12.05 du/ac	2 %	+/- 12.05 du/ac
CO-4	+/- 150,000 sf	+/- 11.96	N/A	N/A	N/A
CO-5	+/- 55,000 sf	+/- 9.3	N/A	N/A	N/A
CO-6	+/- 450,000 sf	+/- 42	N/A	N/A	N/A
CO-6A	+/- 61,000 sf	+/- 6.7	N/A	N/A	N/A
O-1	+/- 325,000 sf or 260 residential units	+/- 31.8	N/A	N/A	N/A
Amenity Area	+/- 365,904 sf	+/- 8.4	N/A	1 %	100 du and 100,000 sf com.
Public ROW	N/A	+/- 26	N/A	4 %	N/A
Total	1,880 du +/- 1,014,000 sf	+/- 704 acres	+/- 3.02 du/ac +/- 0.19 FAR	100 %	+/- 4.71 du/ac +/- 0.22 FAR

SPECIAL PROVISIONS

1. Open Space Requirements

(a) Open space shall be provided in accordance with Exhibit 2 – Open Space Plan.

Open Space Description	Type of Open Space			Acreage Required	Acreage Provided (minimum)	Phase
	Common	Active	Passive			
Upland Residential	X		X	+ 43.2	+ 47.7	1,2 & 3
Common Residential	X		X	+ 21.6	+ 255.3	1,2 & 3
Active Residential	X	X		+ 10.8	+ 17.2	1,2 & 3
Commercial	X		X	+ 5.1	+ 14.5	1,2 & 3
Total				+ 80.7	+ 334.7	

All Open Space shall remain in private ownership. Open space may be provided in aggregate rather than by district.

Commercial /Office Open Space

Proposed Use	Acreage	Minimum Uplands	Minimum Wetlands	Open Space Provided	Minimum Total Open Space
CO-4	+/- 11.96	+/- 11.96	0.0	+/- 2.4	+/- 0.49
CO-5	+/- 9.3	+/- 5.7	+/- 3.6	+/- 0.1	+/- 0.47
CO-6	+/- 42	+/- 41.9	+/- 0.0	+/- 6.0	+/- 2.1
CO-6A	+/- 6.7	+/- 5.1	+/- 1.6	+/- 2.0	+/- 0.34
O-1	+/- 31.8	+/- 26.3	+/- 5.5	+/- 4.1	+/- 1.59

Open space may be provided in aggregate rather than by district.

[a] Minimum required Open Space provided based on a pro-rata share of the density achieved during the individual site planning stages. Open space, for any given use, shall not be required to be on the same parcel as use, so long as it is provided within the PDD and proximate to the use.

Open Space/Amenities

Amenities will be provided throughout SayeBrook. Hard and soft walking paths shall connect various uses and districts. The central project amenity consisting of +/- 8.4 acres may include (but is not limited to): a community clubhouse building, playground area, swimming pool, pickleball courts, and general upland open space. Amenity areas provided within the Commercial/Office and Office/Professional districts may consist predominately of passive recreation to be utilized by employees, patrons, and other users of the site.

Single Family Residential areas may include: Walking paths (soft and hard), Pavilion and/or Neighborhood Greens and/or Gazebo, and Natural Areas of undisturbed vegetation.

Multi-Family Residential areas may include: Walking paths (soft and hard), Pavilion and/or Neighborhood Greens and/or Gazebo, and Natural Areas of undisturbed vegetation.

Commercial/Office and Office/Professional Districts to include: Walking paths (soft and hard) and Natural Areas of undisturbed vegetation.

Seating and picnic areas will also be provided.

2. Parking

All parking **excluding Commercial Office Districts CO 4, 5, 6 and 6A** shall be in accordance with or exceed the requirements as enumerated in the Horry County Zoning Ordinance. Total required parking spaces for each proposed use, and thus for the entire PDD, will vary, depending on the actual specific tenant uses located within the PDD.

There shall be no minimum parking requirements in Commercial Office Districts CO 4, 5, 6 and 6A.

3. Roadway Improvements

SayeBrook West shall eventually link with the Palmetto Pointe PUD, thereby reducing residential traffic onto SC 544. A revised and updated traffic analysis has been prepared by Carter-Burgess Transportation Consultants and has been previously submitted as an appendix to the PDD Submittal.

All Streets within this development are to be privately maintained with the exception of the main spine roads, as shown on the Conceptual Land Use Plan, which will be dedicated to Horry County.

(a) This ordinance creates the following Variations to the Standard Street Rights of Way and Sidewalk Provision (See Right-of-way Table below & reference attached Typical Roadway Section detail)

Right of Way at an Intersection/Corner Lot Radius: The RW/Lot line at an intersection will not be required to be parallel to and coincide with the edge of pavement or outside edge of curbing. See notations on Exhibit A which applies to all corner lots.

Minimum Centerline Roadway Radius of Access Streets: The PDD shall be amended to allow for a 30' minimum travel lane centerline radius at all access streets. See example shown on Exhibit B which applies to all intersections.

4. Stormwater

The on-site detention ponds and stormwater drainage collection system will be provided to address the difference in pre-and post-construction stormwater runoff resulting from a twenty-five (25) year storm event. The volume of stormwater discharged from the pond outfalls and wetland areas under a 25-year event will not exceed pre-development stormwater discharge rates for the existing site utilizing a storm event of less than ten (10) years.

BMPs will be utilized during all construction phases to meet erosion and sediment control requirements and to maintain the environmental integrity of the site.

5. Landscaping Requirements

Horry County requires a buffer between dissimilar uses or districts, and the proposed PDD shall adhere to all applicable requirements where such conditions exist. Minimum PDD buffer (25') along the perimeter shall be maintained. No structures shall be allowed within the 25' buffer; however, utilities, drainage ditches, swales and retention ponds and other authorized uses will be allowed. Parking may encroach in the town center to be located immediately adjacent to US ByPass 17 and SC 544. Landscaping shall meet or exceed the latest amendment(s) to the Horry County Zoning Ordinance.

6. Community Benefit

Community Benefit Fee: The Developer/Builders of residential structures within the SayeBrook West PDD will pay a fee of Two Hundred Fifty (\$250.00) Dollars per residential unit. All fees noted herein shall be paid simultaneously with the issuance of a building permit by Horry County.

Palmetto Point Boulevard Extension: The Developer will donate an 80' right of way to Horry County, during Phase 2 of the project, for the development of Palmetto Point Boulevard from the property line of the SayeBrook

Project to the proposed spine road within the project to be known as Jackson Boulevard. Further, the Developer will fund the design and construction of Palmetto Point Boulevard within this corridor as a 2-lane roadway with sidewalks on both sides of the road. Residential units will be allowed to front Palmetto Point Boulevard so long as they are accessed by alleys in the rear of the lot or other appropriate front yard access solutions.

Horry County and the Developer have entered into an agreement whereby all project costs for the extension of Palmetto Point Boulevard shall initially be paid from the proceeds of general obligation bonds to be issued and secured from the sales tax revenue collection under Ord. 31-16, or from other sources identified by Horry County. The developer will reimburse Horry County for all costs associated with the extension of Palmetto Point Boulevard as set forth in the agreement. Residential units will be allowed to front Palmetto Point Boulevard so long as they are accessed by alleys in the rear of the lot or other appropriate front yard access solutions.

Widening of Existing Esso Road: In December 20033, the County was dedicated a 100' right of way to a point approximately 1,100" west of US 17 Bypass. Within this right of way is an existing 2-lane section of road that was constructed by other and accepted by the County that will ultimately be expanded to a 4-lane road section. Should the additional two lanes and half of the center median island expansion not already designed and constructed by others by the start of Phase 3 of the SayeBrook West project, the Developer will design and construct these two additional lanes and half of the center median island.

Upon completion of the construction of the two additional lanes and center median island and any other attendant design and construction work associated with this road expansion, the County will first reimburse the Developer all of the community benefit fees that have been collected to date plus any additional future community benefit fees paid through the competition of Phase 3 until the developer is reimbursed the full amount of its expense to complete this road expansion project. If the total amount of accumulated and Phase 3 community benefit fees are not sufficient to fully reimburse the Developer for its costs of the road expansion, the Developer will be responsible for this amount. Should the County have remaining community benefit fees after the Developer is fully reimbursed its total expense to complete this road expansion project, these fees may be expended by the County for a traffic signal, if warranted, at the intersection of Palmetto Point Boulevard and the future Jackson Boulevard of for roadway, drainage, or recreation improvements in District 6.

Horry County and the Developer acknowledge and agree that the widening of Esso Road contemplated by Section 6 has been completed by the Developer, at no expense to Horry County, and that the total reimbursable costs incurred by the Developer in connection with the design, permitting and construction of the widening of Esso Road were in excess of \$470,000.00. Under Section 6, Horry County agreed to reimburse the Developer for these costs by paying to the Developer the community development fees (\$250.00 per residential unit) paid to Horry County in connection with the issuance of building permits within the PDD (based on a total number of 1,880 residential units in the PDD), resulting in a maximum aggregate reimbursement amount of \$470,000.00 Horry County shall maintain a written record of the total amount of community development fees received by it in connection with the issuance of building permits, and payable to the Developer as provided above.

At the time each installment of the reimbursement amount for the extension of Palmetto Point Boulevard is payable by the Developer to Horry County under the agreement referenced above, all or a portion of the outstanding balance of these community development fees shall be applied in reduction of the payment then due. Upon payment in full by the Developer of the reimbursement amount for the extension of Palmetto Point Boulevard, any remaining balance of the community development fees received by Horry County, not previously applied against payments of the reimbursement amount, shall be paid to the Developer; provide, however, that the total amount of community development fees payable to the Developer (either directly or as a credit against installments of the reimbursement amount for the extension of Palmetto Point Boulevard) shall not exceed \$470,000.00.

Neighborhood Parks: The developer also agrees to provide and construct active and/or passive recreation facilities within the 20% of the open space 'greens', 'squares', or 'islands' within the project where they will

provide a useful and safe recreational amenity to residents of the project. Active recreation facilities are defined as playground, equipment, basketball half-courts, walking paths, etc. Passive recreation facilities are defined as benches, pavilions, gazebos, etc. Determinations of locations shall be made by the Developer and the County at the development Phase of the project.

It is stipulated and agreed that the fees herein shall not constitute either a waiver of or credit toward any development fee that subsequently may be enacted by Horry County Council.

7. Signage

Overall Community Development Signage shall be provided in accordance with the attached exhibit labeled “Schematic Signage Location Plan.”

Sayebrook Town Center signage shall be provided in accordance with the attached exhibit labeled “Towne Center Signage Plan.”

Details associated with Town Center signage shall be provided in accordance with the attached exhibit labeled “Signage Design Details.”

Attachment "A"
PROPOSED DIMENSIONAL STANDARDS BY DISTRICT

Proposed Land Use	Min Lot Area	Min Street Frontage	Setbacks ^{[1] [3] [5]}			Max Building Height	Min. Building Separation
			Front	Side	Rear		
Single-Family Districts							
Single Family Detached Dwellings	4,000 sf	34'	10'	5' [5]	5'	45'	10'
Patio Home	2,500 sf	N/A	10'	0/10'	5'	45'	10'
Townhomes	4,000 sf	N/A	5 ⁽²⁾	5 ⁽²⁾	5 ⁽²⁾	45'	0'
Duplex, Triplex, Quadruplex,	8,000 sf	N/A	10'	5'	5'	45'	20'
In-Common Development	Subject to Section 541 of the Horry County Zoning Ord.						
Live/Work Buildings	1,500 sf	N/A	0'	0'	5'	50'	0'
Semi-Detached	4,000 sf	N/A	10'	5'	5'	45'	20'
Accessory Structures	N/A	N/A	N/A	0' ^[4]	5'	35'	0'
Golf Course(s)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Professional & Cultural Uses	8,000 sf	N/A	20'	10'	15'	50'	20'
Churches & Places Of Worship	8,000 sf	N/A	15'	10'	15'	80'	20'
Publicly Owned Buildings & Sub-Stations	N/A	N/A	15'	5'	5'	50'	10'
Private & Public Educational & Cultural Facilities	8,000 sf	N/A	20'	10'	15'	80'	20'
Nurseries/ Day Cares	8,000 sf	N/A	20'	10'	15'	35'	20'
Multi-Family Districts							
Multifamily	8,000 sf	N/A	20'	20'	20'	80'	20'
On-site Commercial Activities	4,000 sf	N/A	10'	10'	15'	40'	20'
Accessory Structures	N/A	N/A	0'	0' ^[4]	5'	35'	0' ⁴
Commercial Districts							
Office/Professional District							
Primary Use	8,000 sf	N/A	15'	10'	15'	80'	20'
Accessory Uses	N/A	N/A	15'	5'	5'	35'	10'

Footnotes

- [1] Minimum PDD setback (buffer) shall be 25' along outer perimeter. No Structures shall be allowed within the 25' perimeter buffer.
- [2] Setbacks shall be measured from the perimeter.
- [3] For developments including shared common wall systems between ownership structures, side setbacks shall not apply (0' applies to shared walls).
- [4] A side yard of 0' and building separation of 0' shall be allowed due to shared common walls.
- [5] The side yard setback for single family dwellings on corner lots shall be 5' as defined on Exhibit A.

COUNTY OF HORRY)

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Ordinance 40-2020

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 44000000021 FROM 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 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 44000000021 and currently zoned General Residential (GR) is 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 _____ day of _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION			
Applicant	The Earthworks Group (Energov # 048402)	Rezoning Request #	2020-03-003
PIN #	4400000021	County Council District #	6 - Crawford
Site Location	Off Recreation Rd in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	MC & WKM LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	1.62

ZONING DISTRICTS		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	GR	Flood and Wetland Information	X & AE (AE)	SF40	PDD	SF40
Proposed Zoning	BO1	Public Health & Safety (EMS/fire) in miles	1.14 (Fire/Medic)	BO1	Subject Property	GR
Proposed Use	Temporary Spoilage/ Future Boat Yard	Utilities	Public	MSF20	GR	RE4
		Character of the Area	Residential & Commercial			

COMMENTS	
Comprehensive Plan District: Scenic & Conservation	Overlay/Area Plan: W Hwy 544 Overlay

Discussion: The applicant is requesting to rezone a 1.62 acre portion of the property from GR to BO1 to allow temporary spoilage and a future boat storage yard. The parcel will be combined into the adjacent parcel that was rezoned from SF20 & GR to BO1 for a dry stack marina and associated uses (Ord. 61-19).

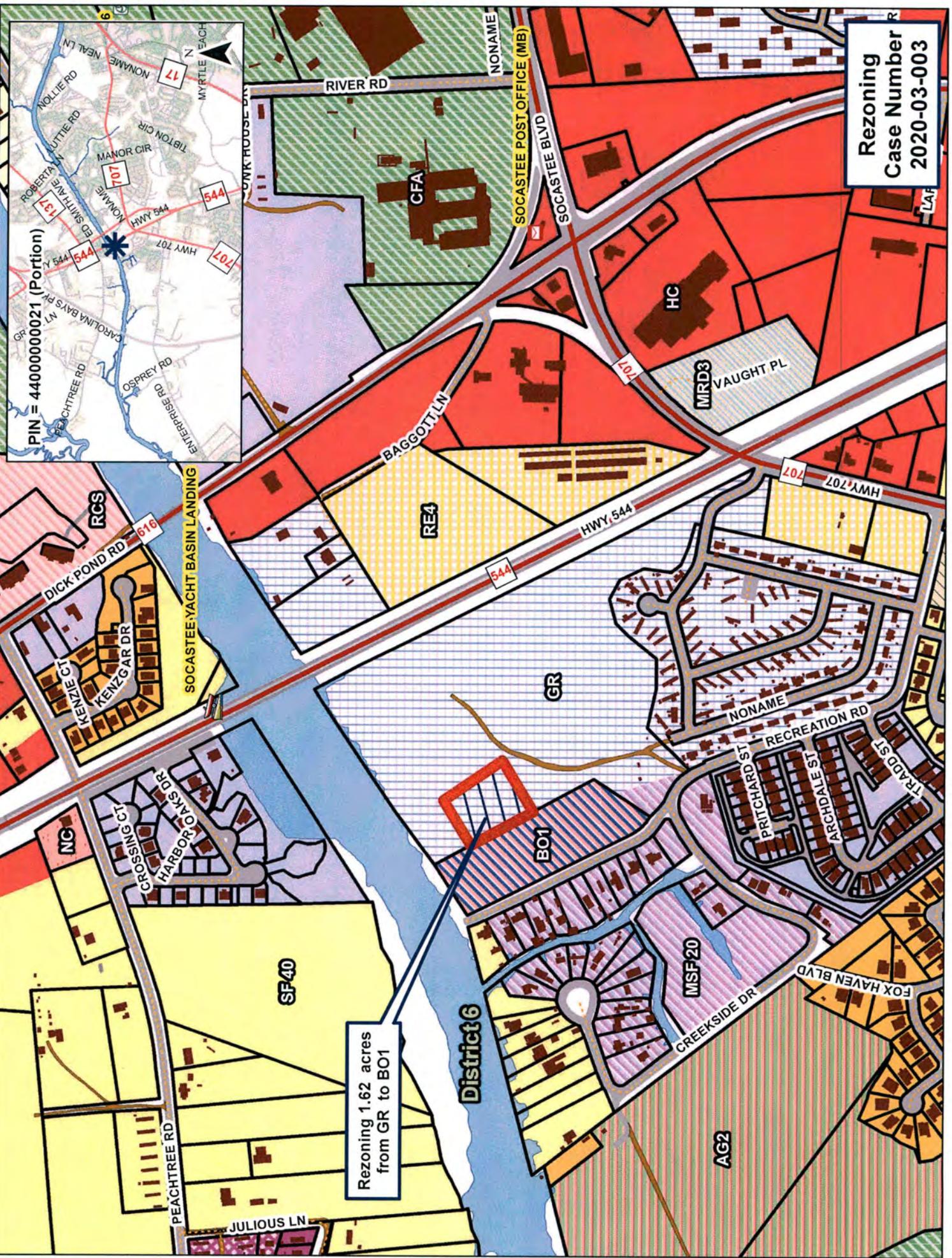
Public Comment: 4/2/2020 Phillip Johnson spoke in favor of the request. Steve Strickland was present to address questions and concerns.

TRANSPORTATION INFORMATION			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0/50	Existing Road Conditions	County, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	30/30	Rd, Station, Traffic AADT (2019) % Road Capacity	SC 544, Station 239 34,100 AADT 95-100%
Proposed Improvements			

DIMENSIONAL STANDARDS						
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	BO1	GR	PDD (Harbor Oaks)	SF40	GR	RE4
Min. Lot Size (in square feet)	10000	6000	4350	40000	6000	21780
Front Setback	40'	20'	15	50	20	60
Side Setback	50'	10'	10	20	10	10
Rear Setback	50'	15'	15	30	15	15
Bldg. Height	65'	35'	35	35	35	36 (per 1/2 acre)

Date Advertised: 3/12/2020 Date Posted: 3/12/2020 # Property Owners Notified: 58 Date Notification Mailed: 3/12/2020 Report Date: 3/12/2020 BY: sm

Rezoning
Case Number
2020-03-003



Rezoning 1.62 acres
from GR to BO1

PIN = 4400000021 (Portion)

COUNTY OF HORRY)

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Ordinance 41-2020

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 38108020004 AND 38108010011 FROM RESIDENTIAL (SF20) 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 Residential (SF20) 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 38108020004 & 38108010011 and currently zoned Residential (SF20) 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 _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION			
Applicant	John C Thomas (Energov # 048525)	Rezoning Request #	2020-03-005
PIN #	38108020004 & 38108010011	County Council District #	7 - Bellamy
Site Location	Pitch Landing Rd. between Hwy 701 S. & Copperhead Rd in Conway	Staff Recommendation	Approval
Property Owner Contact	James Paul Rowe	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	1.64

ZONING DISTRICTS		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	SF20	Flood and Wetland Information	X	SF20	SF20	SF20
Proposed Zoning	AG3	Public Health & Safety (EMS/fire) in miles	1.55 (Fire)	SF20	Subject Property	SF20
Proposed Use	Mini Warehouses	Utilities	Public	SF20	SF20	SF20
		Character of the Area	Residential & Commercial			

COMMENTS	
Comprehensive Plan District: Rural Communities	Overlay/Area Plan:
<p>Discussion: The applicant is requesting to rezone to AG3 to allow for mini-warehouses on a parcel currently used for single-family residential. A single-family home and a private roadway exist on the property and the adjacent parcels are all zoned SF20 with established residential use. Several rezoning cases were requested within the immediate area for retail and commercial zoning for parcels with frontage on Hwy 701. Current uses of the RE4 parcels appear to be warehouse storage, a gun store, a Dollar General, and a vacant lot.</p> <p>The applicant previously requested rezoning (2019-12-001) which was withdrawn. The current rezoning request includes an additional parcel.</p>	
Public Comment: 4/2/2020 There was no public input. John Thomas was present to address questions and concerns.	

TRANSPORTATION INFORMATION			
Daily Trips based on existing use / Max Daily Trips based on current zoning	40/24	Existing Road Conditions	County, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	50/50	Rd, Station, Traffic AADT (2019) % Road Capacity	US 701, Station (177) 13,700 AADT 75%-80%
Proposed Improvements			

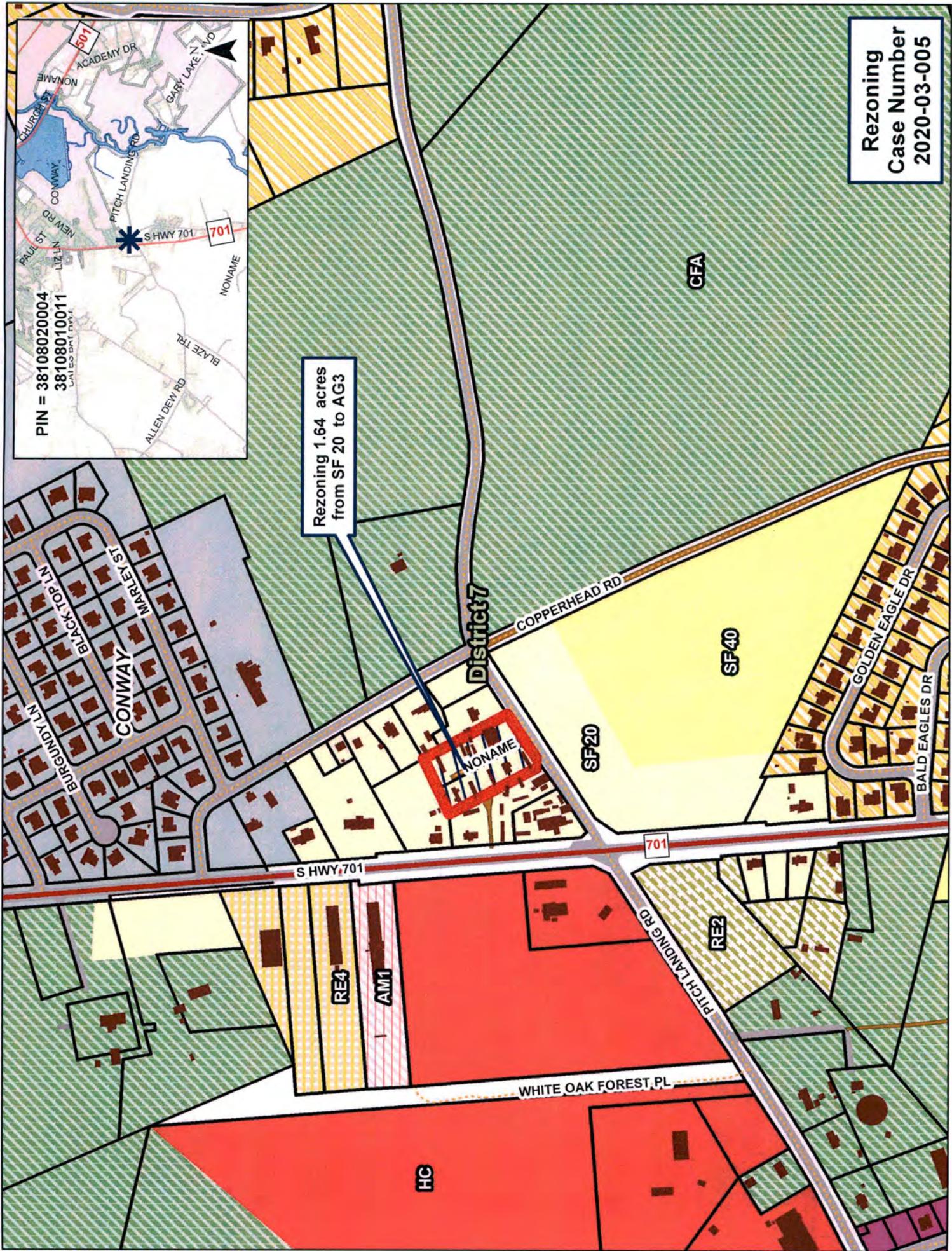
DIMENSIONAL STANDARDS						
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	AG3	SF20	SF20			
Min. Lot Size (in square feet)	10000	20000	20000			
Front Setback40	40	40	40			
Side Setback10	10	15	15			
Rear Setback15	15	25	25			
Bldg. Height	65	35	35			

Date Advertised: 3/12/2020 Date Posted: 3/12/2020 # Property Owners Notified: 19 Date Notification Mailed: 3/12/2020 Report Date: 3/12/2020 BY: sm

Rezoning
Case Number
2020-03-005

Rezoning 1.64 acres
from SF 20 to AG3

PIN = 38108020004
38108010011
UNLEASABLE



COUNTY OF HORRY

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Ordinance 42-2020

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 35016010008 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 35016010008 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 _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION			
Applicant	DRG, LLC (Energov #48496)	Rezoning Request #	2020-03-009
PIN #	35016010008	County Council District #	9 - Prince
Site Location	Sandridge Rd near Robert Edge Pkwy in Little River	Staff Recommendation	Approval
Property Owner Contact	Jane K Edge	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.96

ZONING DISTRICTS		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	CFA	Flood and Wetland Information	X/AE	SF6	SF6	SF6
Proposed Zoning	MRD3	Public Health & Safety (EMS/fire) in miles	2.5 (Fire/Medic)	MRD3	Subject Property	CFA
Proposed Use	Townhomes	Utilities	Public	ICW	ICW	ICW
		Character of the Area	Residential & Commercial			

COMMENTS

Comprehensive Plan District: Mixed Use Overlay/Area Plan:

Discussion: The applicant is requesting to rezone for townhomes on a property adjacent to an existing MRD3 development, Proximity Pointe (Ord. 63-16). Current zoning within the immediate neighborhood include a mix of residential and commercial parcels. The City of North Myrtle Beach extends to the intercoastal waterway across from the subject parcel. Proximity Pointe has an allowable maximum density of 15 du/ac that was calculated as 219 units on the existing 14.64 acres. The proposed MRD3 rezoning is for 18 townhomes on a 0.96 acre parcel for a density of 18.75 du/ac. When the 18 townhomes are combined with the 216 apartment units, the resulting density for the 15.65 acre site is 14.95 du/ac. Combination of the parcels will be required prior to development of the townhome project and access to the proposed townhomes is provided by the existing Proximity Pointe multi-family development.

The parcel is located within the boundary of the Northeast Area Transportation Plan and the need for a dedicated bike lane was identified for Old Sanders Road as part of an interconnected bicycle and pedestrian system. A 25' roadway access easement connecting to Old Sanders Drive through the existing Proximity Pointe development widens to 30' on the subject property to provide access to other parcels along the ICWW.

Public Comment: 4/2/2020 There was no public input. John Poston was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0/30	Existing Road Conditions	County, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	108/108	Rd, Station, Traffic AADT (2016) % Road Capacity	Old Sanders Dr (County Rd) 600 AADT 5%-10%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD3	CFA (com/res)	CFA	SF6		
Min. Lot Size (in square feet)	32670	43560/21780	43560/21780	6000		
Front Setback	25	60/25	60/25	20		
Side Setback	10	25/10	25/10	10		
Rear Setback	15	40/15	40/15	15		
Bldg. Height	40	35	35	35		

Date Advertised: 3/12/2020 Date Posted: 3/12/2020 # Property Owners Notified: 58 Date Notification Mailed: 3/12/2020 Report Date: 3/12/2020 BY: sm



DEVELOPMENT RESOURCE GROUP, LLC
11501 WOODHOLLOW DRIVE, SUITE 200
WARRIOR, ALABAMA 35172-3004
800-333-3333 (DRUG) | DRUG@DRUG.COM

PROXIMITY POINTE TOWNHOMES
HORRY COUNTY, SC

SKETCH PLAN

JOB NO: 15 197
SCALE: 1" = 50'
DRAWN BY: JRP
CHECKED BY: JRP
DATE: 02-20-20
EXHIBIT NUMBER:

C-1.0

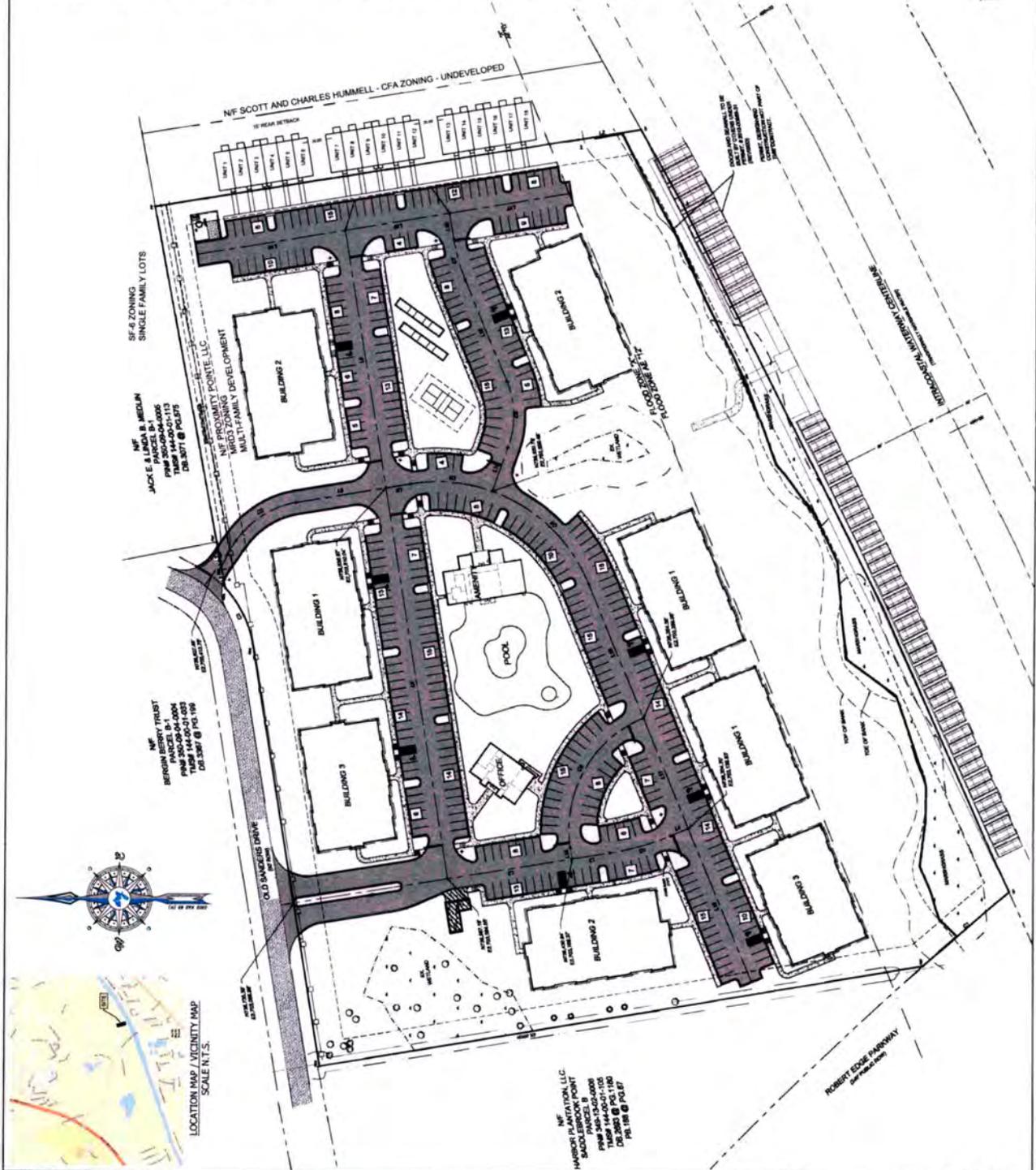
SUMMARY FOR PARCEL

PARCEL PIN #: 350-16-01-0008
CURRENT ZONING: CFA
MRD3
PROPOSED ZONING: MULTI-FAMILY
RESIDENTIAL
PROPOSED LAND USE: UNDEVELOPED
PARCEL AREA: 0.96 ACRES
EXISTING LAND USE: 18 UNITS
TOTAL UNITS PROPOSED: 18.75 UNITS/ACRE
PARCEL DENSITY: GSWBSA
SEWER SERVICE: NO POTENTIAL
WATER SERVICE: GSWBSA
WETLANDS: NO POTENTIAL
AREAS IDENTIFIED BY
QUALIFIED CONSULTANT
WETLAND

CUMULATIVE TOTALS FOR MRD3 ZONING DISTRICT
TOTAL MRD3 ACREAGE: 15.65 DU/AC
TOTAL MRD3 DENSITY: 14.95 DU/AC
REQUIRED PARKING: 336 SPACES
216 APARTMENT UNITS: 36 SPACES
18 TOWNHOUSE-STYLE UNITS: 374 SPACES
TOTAL PARKING PROVIDED: 377 SPACES
ALL AMENITIES, OPEN SPACE, COMMON AREAS AND PARKING WILL BE SHARED THROUGHOUT THE MRD3 DISTRICT.

PROPERTY OWNER:
JANE K. EDGE
4984 KONA COURT
SOUTHPORT, NC 28461

DEVELOPER:
ICW PROPERTIES, LLC
P.O. BOX 14889
GREENSBORO, NC 27415



LOCATION MAP / VICINITY MAP
SCALE N.T.S.

NE
HARRIS PLANNING, LLC
SACOL BROS. COURT
1400-13-00-0008
TRAIL 14-00-011100
DB 2852 @ PG 87
PG 108 @ PG 87

COUNTY OF HORRY

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Ordinance 43-2020

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 22200000008 FROM RESIDENTIAL (SF40) TO OFFICE-PROFESSIONAL (PR1)

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 (SF40) to Office-Professional (PR1) 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 22200000008 and currently zoned Residential (SF40) is herewith rezoned to Office-Professional (PR1).
- 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 _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION			
Applicant	WMI, INC dba North Strand Housing Shelter (Energov # 048529)	Rezoning Request #	2020-03-006
PIN #	22200000008	County Council District #	9 - Prince
Site Location	Hwy 9 W in Loris	Staff Recommendation	Approval
Property Owner Contact	Worldview Ministry International, Inc.	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	12.37

ZONING DISTRICTS		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	SF40	Flood and Wetland Information	X	MRD1	MRD1	RE4
Proposed Zoning	PR1	Public Health & Safety (EMS/fire) in miles	3.0 (Fire)	PDD	Subject Property	HC
Proposed Use	Group Home	Utilities	Public	PDD	PDD	SF40
		Character of the Area	Residential & Commercial			

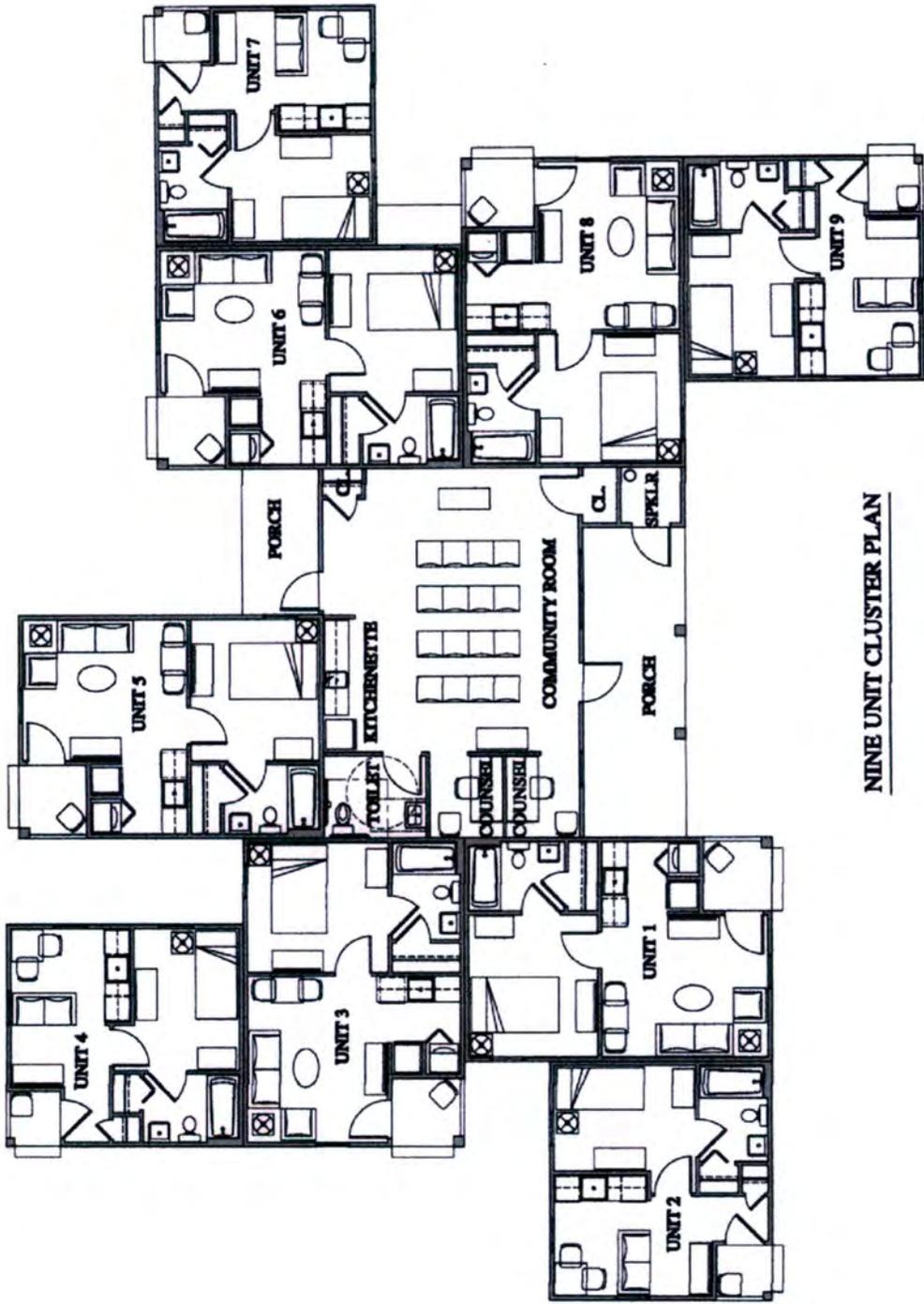
COMMENTS	
Comprehensive Plan District: Suburban	Overlay/Area Plan:
<p>Discussion: The applicant is requesting to rezone from SF40 to PR1 for a group home. The applicant has another group home facility in the near vicinity zoned PR1. The subject property is surrounded by mostly residential districts with a few nearby commercial parcels. The adjacent residential parcels consist of several major subdivision projects which have not been started at this time.</p>	
<p>Public Comment: 4/2/2020 There was no public input. Dana Black was present to address questions and concerns.</p>	

TRANSPORTATION INFORMATION			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0/96	Existing Road Conditions	State, Paved, Two Lane, Divided
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	200/200	Rd, Station, Traffic AADT (2019) % Road Capacity	SC 9, Station (200) 10,000 AADT 25% - 30%
Proposed Improvements			

DIMENSIONAL STANDARDS						
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PR1	SF40	MRD1	RE4	PDD (Calabay Park)	HC
Min. Lot Size (in square feet)	10,000	40,000	7000	21780	5500	10000
Front Setback	60	50	15	60	20	50
Side Setback	10	20	5	10	7.5	10
Rear Setback	15	30	10	15	15	15
Bldg. Height	36	35	40	35 (Per 1/2 acre)	35	120

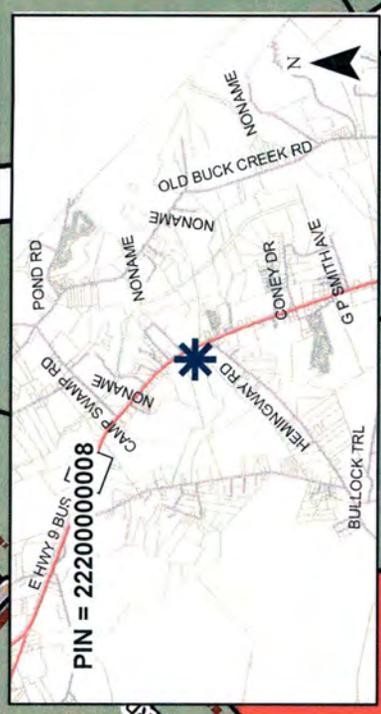
Date Advertised: 3/12/2020 Date Posted: 3/12/2020 # Property Owners Notified: 10 Date Notification Mailed: 3/12/2020 Report Date: 3/12/2020 BY: sm

 <p> WELLS DESIGN ARCHITECTS 1111 W. 10th St., Suite 100 Oklahoma City, OK 73106 Phone: (405) 241-1111 </p>	<p> PROJECT TITLE NORTH STRAND HOUSING SHELTER </p>	<p> DATE 1/20/04 </p>	<p> SCALE 1/8" = 1'-0" </p>
	<p> PROJECT LOCATION NORTH COUNTY, SOUTH CAROLINA </p>	<p> CLIENT A NINE UNIT GROUP HOME AND COMMUNITY ROOM FOR </p>	<p> ARCHITECT WELLS DESIGN ARCHITECTS </p>

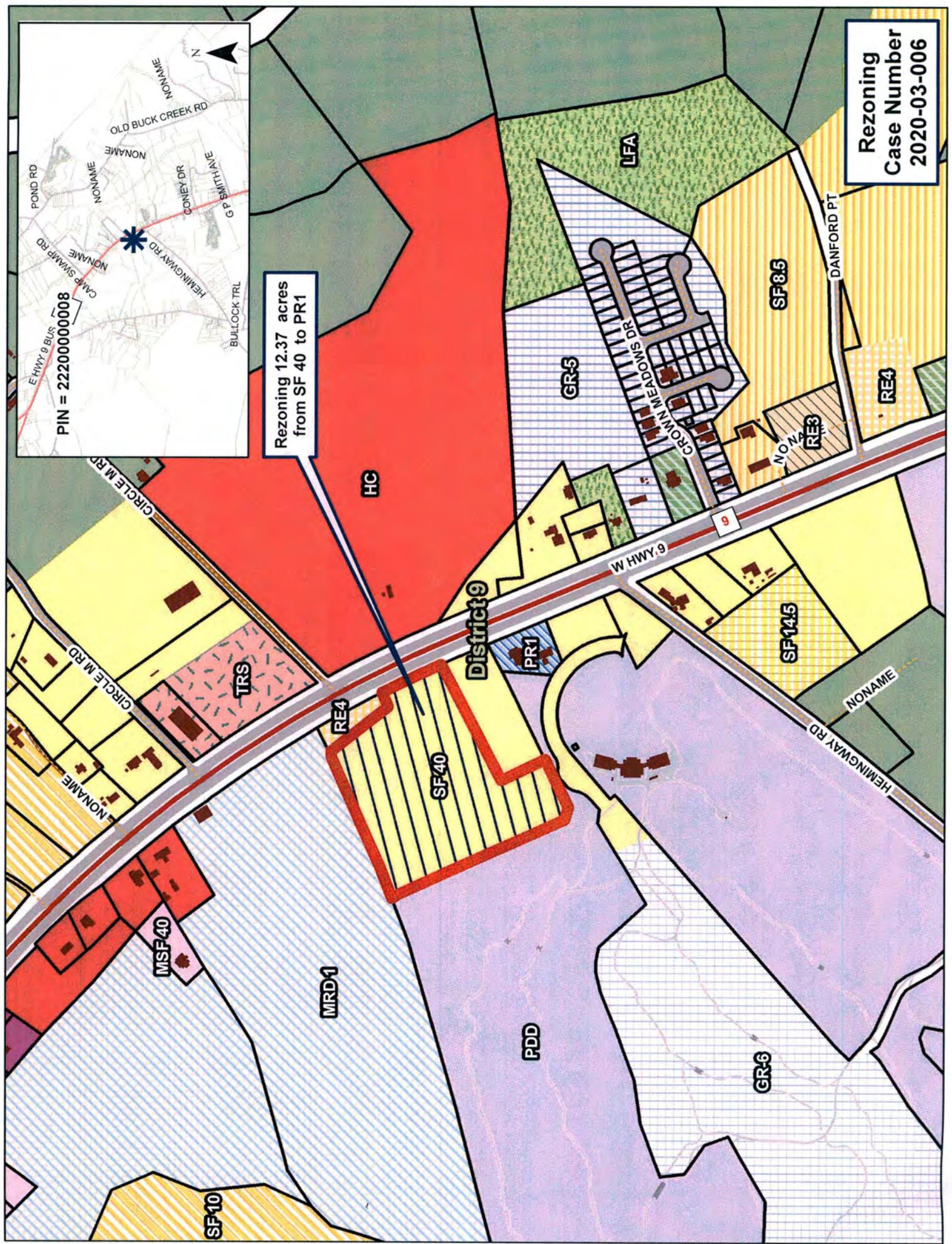


NINE UNIT CLUSTER PLAN

Rezoning
Case Number
2020-03-006



Rezoning 12.37 acres
from SF 40 to PR1



COUNTY OF HORRY)

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Ordinance 24-2020

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 22100000012 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 22100000012 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 _____ day of _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION			
Applicant	David Marlowe (Energov # 047765)	Rezoning Request #	Ord. 24-2020 2020-01-001
PIN #	22100000012	County Council District #	9 - Prince
Site Location	Hwy 9 W & Kayla Cir in Longs	Staff Recommendation	Approval
Property Owner Contact	David Marlowe	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	2.23

ZONING DISTRICTS		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	CFA	Flood and Wetland Information	X	CFA	CFA	RE4
Proposed Zoning	RE4	Public Health & Safety (EMS/fire) in miles	2 (Fire)	CFA	Subject Property	RE4
Proposed Use	RV Sales	Utilities	Public	CFA	CFA	CFA
		Character of the Area	Residential & Commercial			

COMMENTS	
Comprehensive Plan District: Suburban	Overlay/Area Plan: None
<p>Discussion: The applicant is requesting to rezone to allow the expansion of an existing RV sales facility. In 2008, a 1 acre portion of the parcel was rezoned to allow the existing RV sales facility. The current rezoning request would allow more acreage for storage, display, and customer parking. The parcel fronts on SC-9 but has access via Kayla Circle. On the opposite side of Kayla Circle is an existing convenience store and to the rear of the property is the Myrtle Lakes North subdivision.</p> <p>2/18/2020 County Council remanded to Planning Commission for reconsideration. 3/30/2020 Ord. # 24/2020 assigned by County Council</p> <p>Public Comment: 4/2/2020 There was no public input. Jonathan Martin was present to address questions and concerns.</p>	

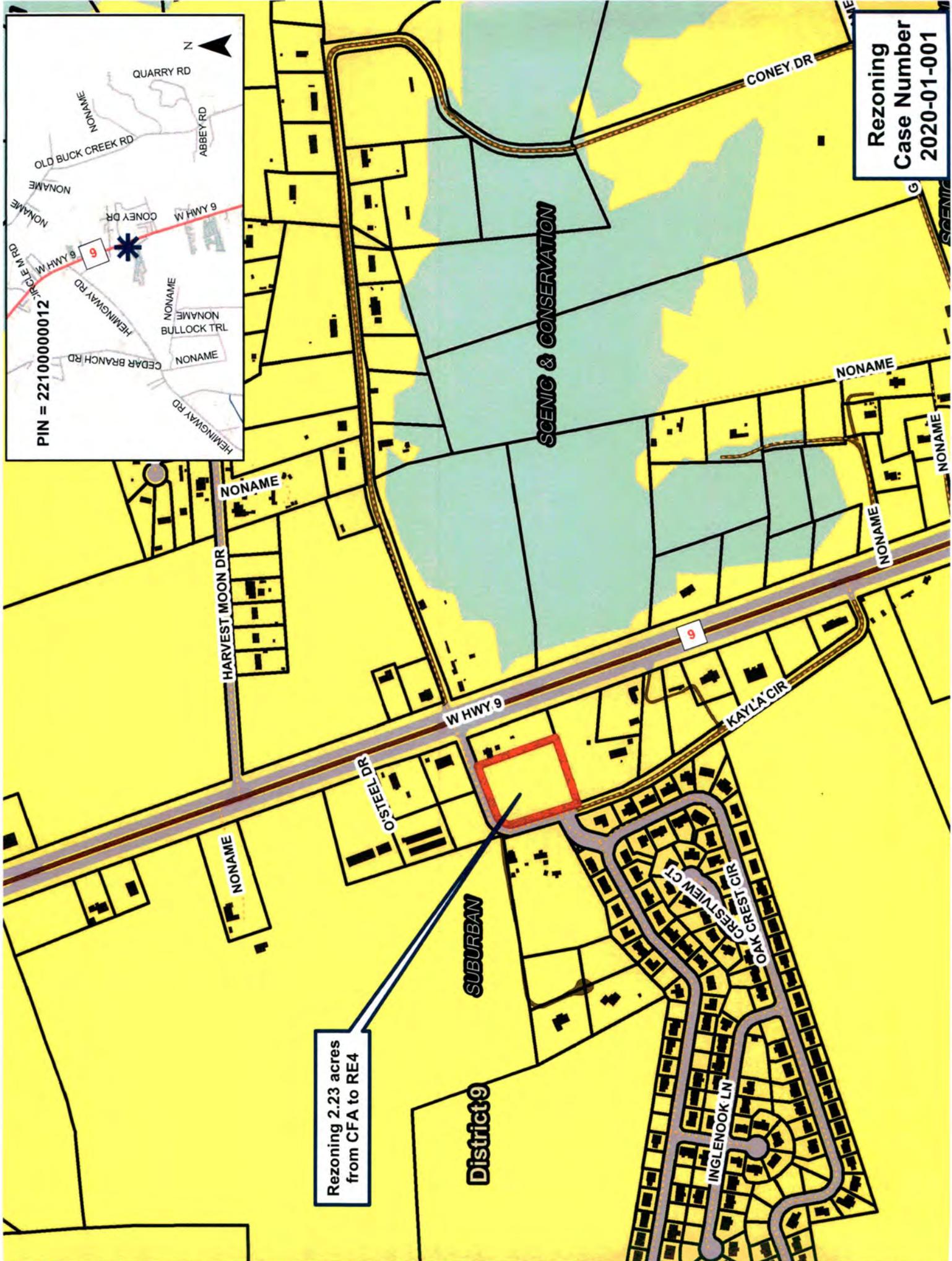
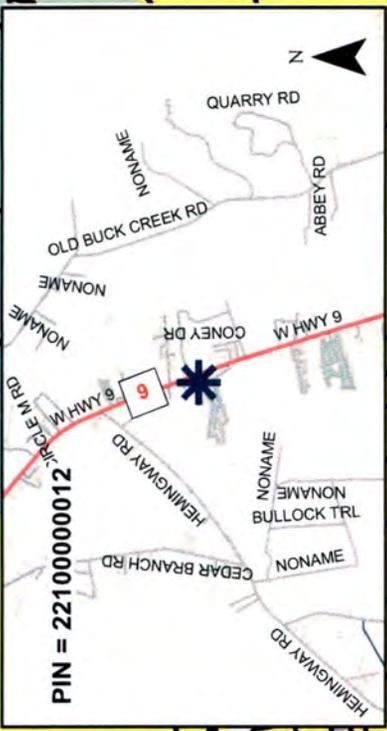
TRANSPORTATION INFORMATION			
Daily Trips based on existing use / Max Daily Trips based on current zoning	10 / 500	Existing Road Conditions	County, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	50 / 500	Rd, Station, Traffic AADT (2018) % Road Capacity	SC 9, Station 200 9,300 AADT 20% - 25%
Proposed Improvements			

DIMENSIONAL STANDARDS						
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	CFA (Com/Res)	RE4	CFA (Com/Res)		
Min. Lot Size (in square feet)	21,780	43,560/21,780	21,780	43,560/21,780		
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	36*	35		

*Per 1/2 acre; not to exceed 120

Date Advertised: 2/16/2020 Date Posted: 2/16/2020 # Property Owners Notified: 33 Date Notification Mailed: 2/16/2020 Report Date: 2/16/2020 BY: sm

Rezoning
Case Number
2020-01-001



Rezoning 2.23 acres
from CFA to RE4

District 9

SUBURBAN

SCENIC & CONSERVATION

NONAME

HARVEST MOON DR

NONAME

O'STEEL DR

W HWY 9

9

KAYLA CIR

INGLENOOK LN

OAK CREST CIR

NONAME

NONAME

NONAME

G

SCENIC

COUNTY OF HORRY)

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Ordinance 44-2020

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 32600000024 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 32600000024 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 _____ day of _____, 2020.

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: April 21, 2020
Second Reading: May 5, 2020
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Mickey Wayne Howell (Energov # 048555)	Rezoning Request #	2020-03-008
PIN #	32600000024 (portion)	County Council District #	11 – Allen
Site Location	Hwy 501 W in Conway	Staff Recommendation	Approval
Property Owner Contact	Mickey Wayne Howell	PC Recommendation	Unanimous Apoproval
		Size (in acres) of Request	12+/-

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	RE4
Proposed Use	Mini-warehouse with outdoor storage

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	4.57 (Fire/Medic)
Utilities	Public
Character of the Area	Residential & Commercial

ADJACENT PROPERTIES

MSF20	RE4	CFA
FA	Subject Property	HC
FA	CFA	MA2

COMMENTS

Comprehensive Plan District: Rural Communities	Overlay/Area Plan:
--	--------------------

Discussion: The applicant is requesting to rezone a portion of a property for a mini-warehouse facility with outdoor storage. The proposed use is allowed under the CFA zoning district, however the applicant is seeking the dimensional standards and setbacks of the RE4 zoning district. Several recent commercial rezoning requests are located along this section of HWY 501 including the parcel directly adjacent that was rezoned from CFA to RE4 for a contractors office (Ord. 116-19). This parcel is located approximately 1500 ft (0.25 mi) from the end of the identified commercial corridor that ends at Four Mile Road. The applicant proposes to rezone a portion of the parcel with frontage on HWY 501 and retain the CFA district for the rear of the property.

Public Comment: 4/2/220 There was no public input. Mickey Wayne Howell was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0/2000	Existing Road Conditions	State, Paved, Four Lane, Divided
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	150/2000	Rd, Station, Traffic AADT (2019) % Road Capacity	US 501, Station (150) 20,000 AADT 50%-55%
Proposed Improvements			

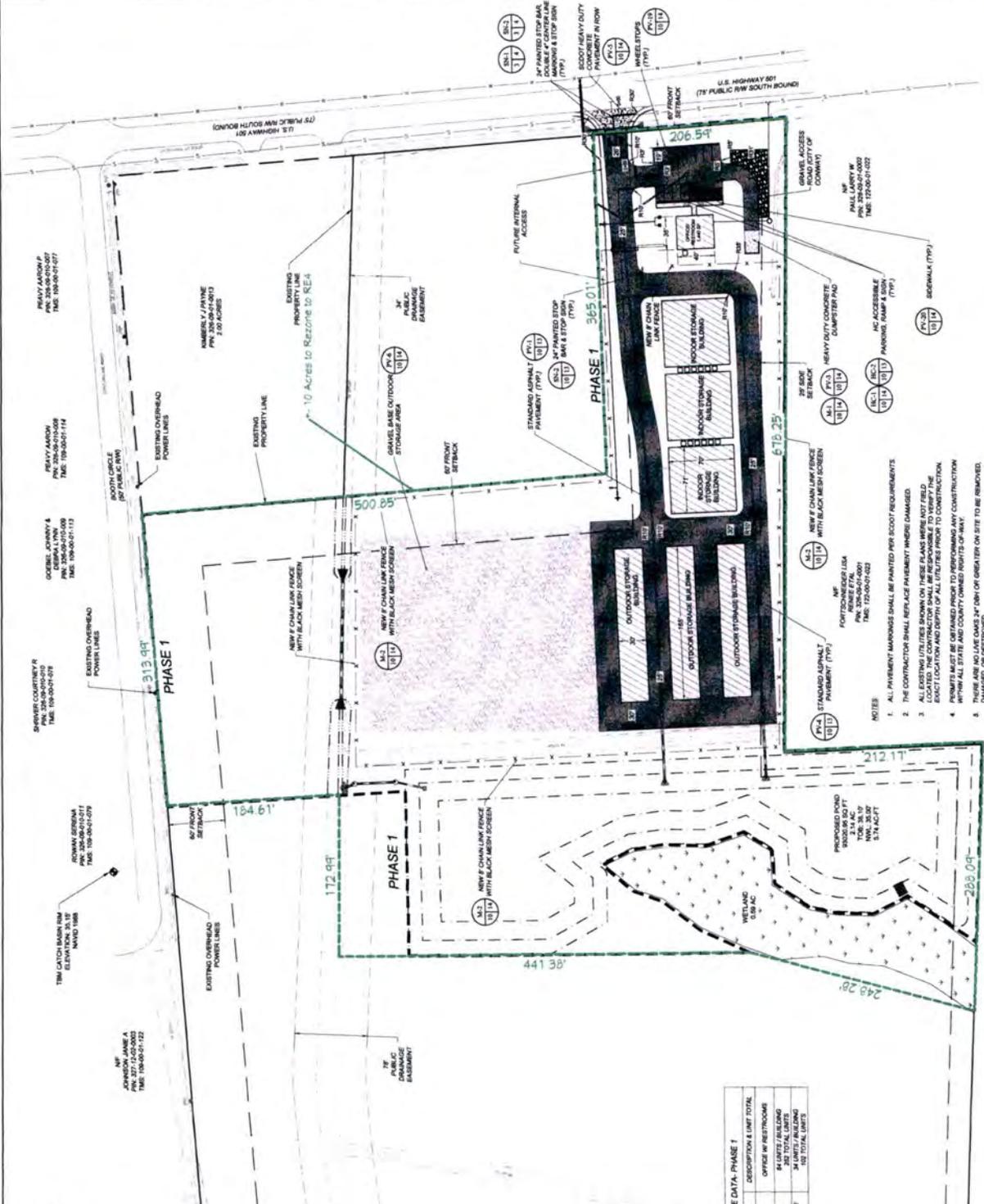
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	CFA (Com/Res)	MSF20	HC	MA2	RE4
Min. Lot Size (in square feet)	21780	43560/21780	200000	10000	21780	21780
Front Setback	60	60/25	40	50	50	60
Side Setback	50	25/10	15	10	25	10
Rear Setback	15	40/15	25	15	25	15
Bldg. Height	36 (per 1/2 ac)	35	35	120	75	36 (per 1/2 ac)

Date Advertised: 3/12/2020 Date Posted: 3/12/2020 # Property Owners Notified: 22 Date Notification Mailed: 3/12/2020 Report Date: 3/12/2020 BY: sm

P.U.P.S.
1-888-721-7877
CALL BEFORE YOU DIG
 Palmetto Utility
 Protection Service

MP
 BARBARA J. CHAMBERLAIN
 CO. P.E. STATE
 P.N. 271-00-00099
 T.M. 10-00-01732



SITE DATA		SITE DATA - PHASE 1	
PIN NUMBER	271-00-00099	BUILDING USE	OFFICE (1)
FLOOD ZONE	XV FEMA MAP 48021C04R1 H (04-03-1988)	OFFICE IN RESTROOMS	0
VERTICAL CURVE	10.00% GRADE	INDOOR STORAGE	0
ADDITIONAL LIMITS	10.00% GRADE	BUILDING IN	0
ZONING	CSA	OUTDOOR STORAGE	0
BUILDING USE	STORAGE WAREHOUSE	INDOOR STORAGE	0
OFFICE DEVELOPMENT	0.17 AC	OUTDOOR STORAGE	0
BUILDING AREA	1.17 AC	INDOOR STORAGE	0
PARKING AREA	3.59 AC	INDOOR STORAGE	0
IMPERVIOUS AREA	20.72 AC	INDOOR STORAGE	0
TOTAL	5.93 AC	INDOOR STORAGE	0
DEVELOPED AREA	5.93 AC	INDOOR STORAGE	0
WETLANDS	0.00 AC	INDOOR STORAGE	0
SETBACKS	5'-0" S, 20'-0" R, 40'-0" F	INDOOR STORAGE	0
PARKING REQUIRED	11 SPACES	INDOOR STORAGE	0
ADDITIONAL PARKING	0 SPACES	INDOOR STORAGE	0
APPROVED DATE	MARCH 2020	INDOOR STORAGE	0
ADAPTED END DATE	SEPTEMBER 2020	INDOOR STORAGE	0

MP
 THOMAS AND
 ALBERT
 ENGINEERS
 T.M. 10-00-01008

MP
 FORTSCHEDE L&A
 P.N. 271-00-00099
 T.M. 10-00-01732

- NOTES:
1. ALL PAVEMENT MARKINGS SHALL BE PAINTED PER SCDDY REQUIREMENTS.
 2. THE CONTRACTOR SHALL REPLACE PAVEMENT WHERE DAMAGED.
 3. ALL EXISTING UTILITIES SHOWN ON THESE PLANS WERE NOT FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE SCDDY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 4. PROPERTY MUST BE DESTROYED PRIOR TO PERFORMING ANY CONSTRUCTION.
 5. THERE ARE NO L&A 30'-0" SETBACKS OR GREATER ON SITE TO BE REMOVED, DAMAGED, OR DESTROYED.
 6. LIGHTING PLAN COME BY OTHERS.
 7. ALL TRAFFIC CONTROL PRODUCTS SHALL BE IN ACCORDANCE WITH SCDDY STANDARDS AND REGULATIONS. REFERENCE THE FOLLOWING SCDDY STANDARDS: 19-08-06, 19-08-06, 19-08-06, AND 19-08-06.
 8. NO GOVERNMENTS OR RESTRICTIONS EXIST THAT WOULD CONFLICT WITH ANY USES BEING PROPOSED.

NO.	REV.	DESCRIPTION
1	1	ISSUED FOR PERMITS
2	2	ISSUED FOR PERMITS
3	3	ISSUED FOR PERMITS
4	4	ISSUED FOR PERMITS
5	5	ISSUED FOR PERMITS
6	6	ISSUED FOR PERMITS
7	7	ISSUED FOR PERMITS
8	8	ISSUED FOR PERMITS
9	9	ISSUED FOR PERMITS
10	10	ISSUED FOR PERMITS

NOT FOR CONSTRUCTION
PRELIMINARY

GB
 ENGINEERING
 P.O. BOX 2985
 PALMETTO ISLAND, SC 29955
 PHONE: 843.237.1001
 WWW.GBENGINEERING.COM

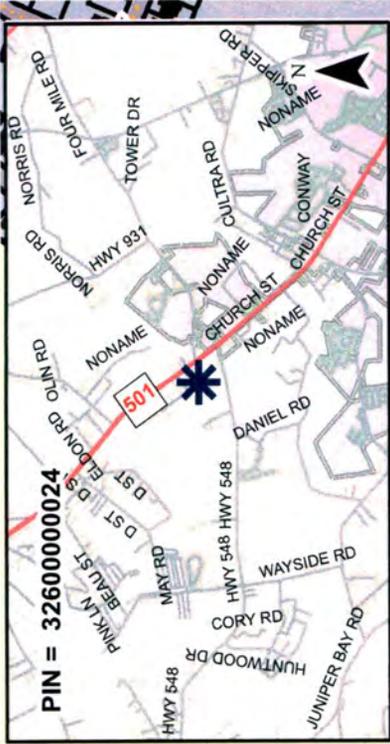
TITAN STORAGE
 HOWELL HOMES
 PREPARED FOR
 HOWELL COUNTY, SOUTH CAROLINA
OVERALL SITE PLAN



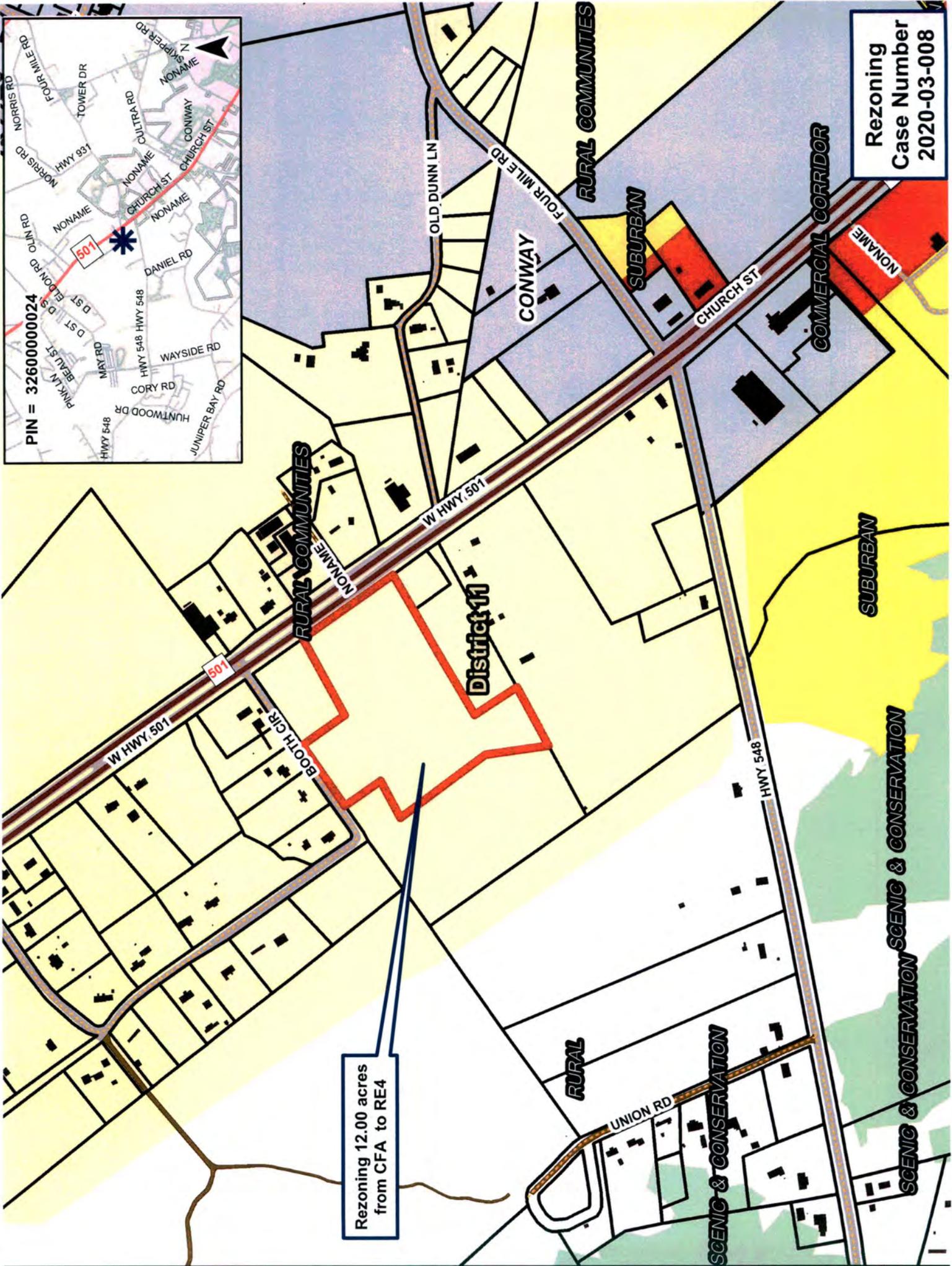
C-10
 SHEET

Proposed Residings

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Rezoning
Case Number
2020-03-008



Rezoning 12.00 acres
from CFA to RE4

RURAL COMMUNITIES

CONWAY

SUBURBAN

COMMERCIAL CORRIDOR

SUBURBAN

SCENIC & CONSERVATION

RURAL

SCENIC & CONSERVATION

District 14

W HWY 501

HWY 548

CHURCH ST

UNION RD

W HWY 501

501

501

BOOTH CR

PIN = 3260000024

NONAME

NONAME

WAYSIDE RD

CORY RD

HUNTWOOD DR

HWY 548

MAY RD

BEAULT ST

D ST

D ST

ELDON RD

OLIN RD

NONAME

NONAME

NONAME

NONAME

CHURCH ST

CHURCH ST

CHURCH ST

DANIEL RD

HWY 548

HWY 548

HWY 548

HWY 548

CULTURE DR

CONWAY

CONWAY

CONWAY

CONWAY

SKIPPER RD

NONAME

NONAME

NONAME

NONAME

TOWER DR

HWY 931

HWY 931

HWY 931

HWY 931

NORRIS RD

NONAME

NONAME

NONAME

NONAME

FOUR MILE RD

CONWAY

CONWAY

CONWAY

CONWAY

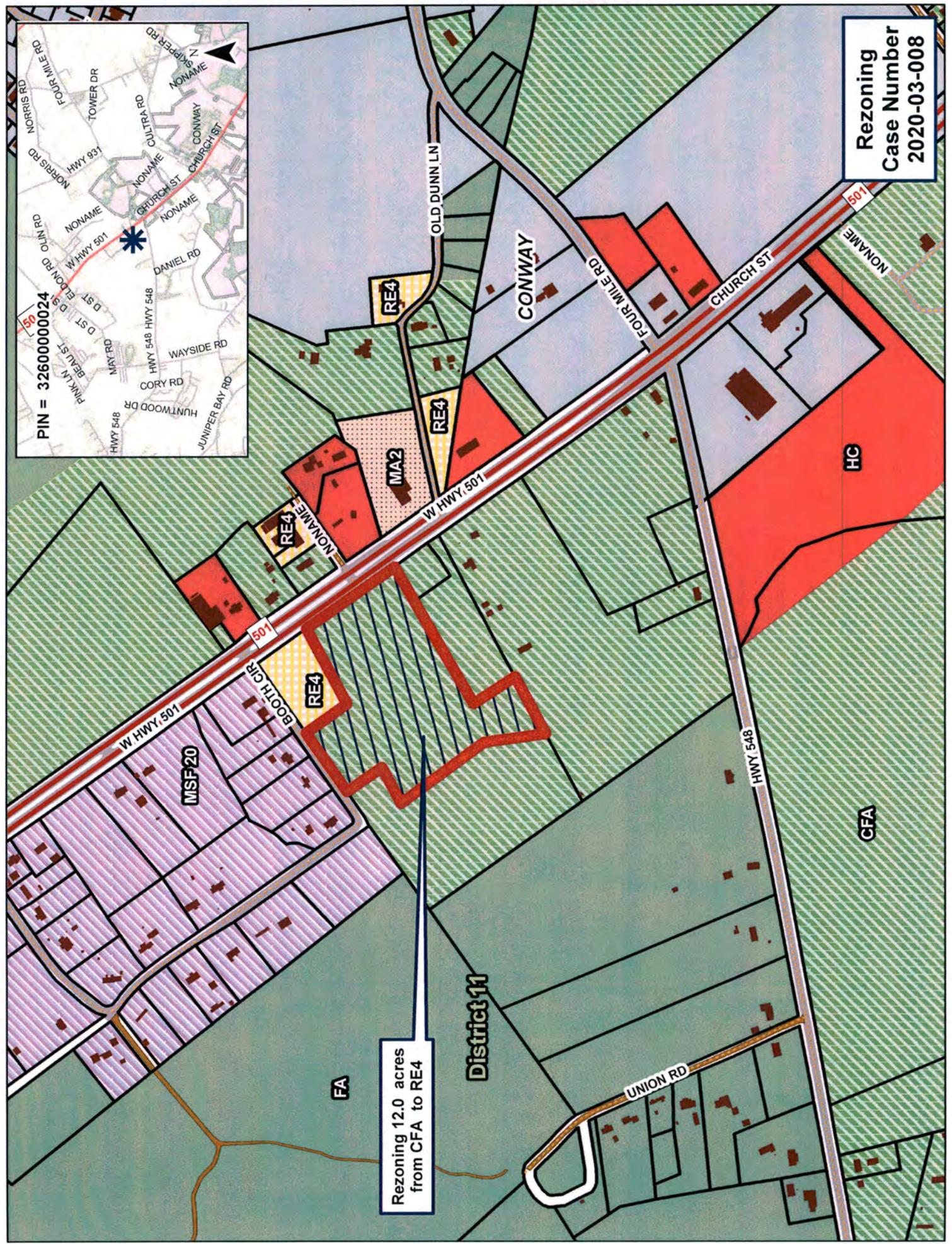
OLD DUNN LN

CONWAY

Rezoning
Case Number
2020-03-008

Rezoning 12.0 acres
from CFA to RE4

District 11



PIN = 3260000024

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE NO: 34-2020

AN ORDINANCE TO AMEND THE FISCAL YEAR 2020 BUDGET ORDINANCE NUMBER 25-19, SECTION 1 SO AS TO RECOGNIZE VARIOUS REVENUE AND EXPENDITURES IN THE GENERAL, FIRE, BEACH RENOURISHMENT, AND CAPITAL IMPROVEMENT PROJECTS FUNDS

WHEREAS, the Horry County Council adopted Ordinance 25-19 entitled "AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR HORRY COUNTY, SOUTH CAROLINA, FOR THE YEAR ENDING JUNE 30, 2020"; and

WHEREAS, the County anticipates a greater than two (2) percent reduction of budgeted revenues during Fiscal Year 2020 and continuing into Fiscal Year 2021 as a result of by actions that are impacting the Hospitality, Accommodations, Retail, Manufacturing, Service, and Real Estate Industries in Horry County; and

WHEREAS, the County has taken steps following the lead of the President of the United States, the Governor of the State of South Carolina, the Centers for Disease Control and Prevention ("CDC"), the South Carolina Department of Health and Environmental Control, and other health agencies and authorities, to stem the tide of the spread of COVID-19 in Horry County; and

WHEREAS, County Council now would like to amend the FY 2020 budget, adjusting MB TIF revenue and expenditures in the General Fund to provide for potential shortfall in Revenue in FY2020; and

WHEREAS, County Council now would like to amend the FY 2020 budget, adjusting revenue and expenditures in the General Fund, Fire Fund, Capital Improvements Projects, and Beach Renourishment Fund to provide for potential shortfall in Revenue in FY2020; and

WHEREAS, Real Property Tax Revenues are projected to exceed the Fiscal Year 2020 Budget and County Council desires to provide financial relief to businesses in the unincorporated areas of Horry County due to the COVID-19 pandemic.

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. **The Fiscal Year 2020 Budget is amended as follows:**

General Fund

Local Atax Revenue will increase by	\$ 700,000.00
Hospitality Revenue will decrease by	\$ 700,000.00
Transfers Out shall be reduced by	\$ 430,000.00
Hospitality Revenue shall be decreased by	\$ 430,000.00
MB TIF Revenue will increase by	\$ 751,831.51
Transfers In will increase by	\$ 1,553,476.49
Business License Revenue will decrease by	\$ 2,305,308.00

Beach Renourishment Fund

Local ATax Revenue Shall Decrease by	\$ 700,000.00
Expenditure Contingency Shall Decrease by	\$ 700,000.00

Capital Improvements Projects Fund

Project Expenditures shall decrease by

Conway Facilities Study	\$ 100,000.00
Solicitor – Case Mngt Software	\$ 100,000.00
Fire – Battalion Station Generators	\$ 204,000.00
Public Works – Equipment	\$ 230,000.00

Transfers In will decrease by

General Fund	\$ 430,000.00
Fire Fund	\$ 204,000.00

Project Expenditures will increase by

Forestbrook Fire/EMS Station	\$ 3,249,900.00
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Bond Proceeds Revenue will increase by \$ 2,499,900.00

Intergovernmental Revenues – Other will increase by \$ 750,000.00

Interest Revenue will increase by \$ 202,026.60

Overhead Contingency Expenditures will increase by \$ 202,026.60

Fire Fund

Grant Match will increase by \$ 826,010.50

Transfers Out will decrease by

CIP – Battalion Station Generators	\$ 204,000.00
Debt Service	\$ 622,010.50

2. **Business License Renewal Extension** – License renewals for the year ended April 30, 2020 is extended to May 31. Delinquent license fees for late filing will apply June 1.
3. **Business License Fees: Section 12.5-112. – Classification and rates:** Rates, Declining Rates and Class 8 Rates are modified as noted in Exhibit A.
4. **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of the 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.
5. **Effective date:** This Ordinance shall be effective upon passage of Third Reading.

AND IT IS SO ORDAINED this ____ day of _____, 2020.

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: April 17, 2020
 Date of Second Reading:
 Date of Public Hearing:
 Date of Third Reading:

Exhibit A – Additions and Increases in Fee Revenue

A. **Section 12.5-112. – Classification and rates:** Rates, Declining Rates and Class 8 Rates are modified as follows:

RATES

Rate Class	Income: \$0—\$250,000 Minimum	Income Over \$250,000 Rate per \$1,000 or Fraction Thereof*
1	\$30.00	\$1.14 \$1.07
2	\$35.00	\$1.21 \$1.12
3	\$40.00	\$1.28 \$1.19
4	\$45.00	\$1.35 \$1.25
5	\$50.00	\$1.42 \$1.31
6	\$55.00	\$1.49 \$1.37
7	\$60.00	\$1.56 \$1.43

DECLINING RATES

Declining rates apply in all classes for gross income in excess of one million dollars (\$1,000,000).

Gross Income in \$ Millions	% of Class Rate for Each Additional \$1.0 Million
0-1 Million	100%
1-2 Million	90%
2-3 Million	80%
3-4 Million	70%
4-5 Million	60%
5-50 Million	50% 30%
Over 50 Million	40% 15%



County Council Decision Memorandum

Horry County, South Carolina

Date: April 6, 2020

From: Barry Spivey, Assistant County Administrator

Cleared By: Steve Gosnell, County Administrator
Arrigo Carotti, County Attorney

Re: Budget Ordinance Amendment Fiscal Year 2020

ISSUE

Providing response to financial impacts of the COVID-19 Pandemic.

BACKGROUND

Horry County Council adopted Ordinance 25-19 entitled "AN ORDINANCE TO RAISE REVENUE, MAKE APPROPRIATIONS AND ADOPT A BUDGET FOR HORRY COUNTY, SOUTH CAROLINA, FOR THE YEAR ENDING JUNE 30, 2020". Section 31 of the Ordinance provided if for any reason any sentence, clause or provision of this Ordinance shall be amended, such shall require a seventy-five percent (75%) vote of Council.

The County has taken steps following the lead of the President of the United States, the Governor of the State of South Carolina, the Centers for Disease Control and Prevention ("CDC"), the South Carolina Department of Health and Environmental Control, and other health agencies and authorities, to stem the tide of the spread of COVID-19 in Horry County.

The COVID-19 impacts are being realized countywide touching all sectors of our workforce and economy. Unemployment claims have risen to historic levels promoting the Federal Government to enact sweeping historic financial stimulus legislation. We recognize this event is just that, an event. It will pass and life for all will return to normal. It is prudent that the County take a conservative approach, maintaining flexibility and agility to react quickly to this changing environment. This is the time we must all tighten our belts and focus on the needs of our community as a whole.

Due to recommendations for Social Distancing, closure orders of non-essential businesses (dine-in meals, accommodations, and amusements), and reduction in short-term interest rates, revenues from sales tax, hospitality fees, accommodations tax, interest earnings, Register of Deeds recording, building permit fees, state accommodations tax, casino boat boarding fees, and court fines will be impacted for Fiscal Year 2020 and Fiscal Year 2021.

While the County may receive reimbursement in a declared disaster for qualifying expenditures in the form of federal and/or state grants, funds are not appropriated from the Federal nor State sources to replace reduced revenues. This must be managed at the local government level.

RECOMMENDATION

It is recommended that Horry County Council adopt the attached proposed Budget Ordinance Amendment for FY2020 to provide additional resources in the General and Fire Funds as well as provide a measured financial relief to businesses through extension of deadlines and reduction in business license rates.

COUNTY OF HORRY

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Ordinance 27-2020

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 34610040016 & 34610010007 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 34610040016 & 34610010007 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 _____ day of _____, 2020.

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:
Second Reading:
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Rigoberto O. Lomeli Jr (Energov # 047992)	Rezoning Request #	2020-02-003
PIN #	34610040016 & 34610010007	County Council District #	9 - Prince
Site Location	Monaca Rd in Longs	Staff Recommendation	Disapproval
Property Owner Contact	Rigoberto O. Lomeli Jr	PC Recommendation	Unanimous Disapproval
		Size (in acres) of Request	5.8

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	RE4
Proposed Use	Outside Storage

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	4.9 (Fire)
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

CFA	CFA	CFA
CFA	Subject Property	CFA
CFA	CFA	CFA

COMMENTS

Comprehensive Plan District: Suburban	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone from Commercial Forest Agriculture (CFA) to High Bulk Retail (RE4) to bring the current use of the properties into compliance. Storage of empty containers is not permitted in CFA. The subject properties are within a primarily residential neighborhood located off Hwy 90 near the interchange with Hwy 22. Residential uses are established on the adjacent properties. Several rezoning requests were approved in the immediate area including SF 7, SF 8.5 and SF 14.5.

A significant portion of the parcels are cleared of trees with minimal boundary vegetation remaining. Vehicle entrances from Monaca Road are present at each property.

The current use will be required to complete a commercial review to ensure compliance should the property be rezoned.

Public Comment: 3/5/2020 Paul Gerald, Karen Bolton, & Reece Williams spoke in opposition of the request. Their concerns were flooding, traffic, trucks parked on side of road, dumpsters are full of debris, foul odor and looks like a dump.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	20 / 200	Existing Road Conditions	County, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	20 / 1,000	Rd, Station, Traffic AADT (2018) % Road Capacity	SC 90, Station 225 11,400 AADT 65% - 70%
Proposed Improvements			

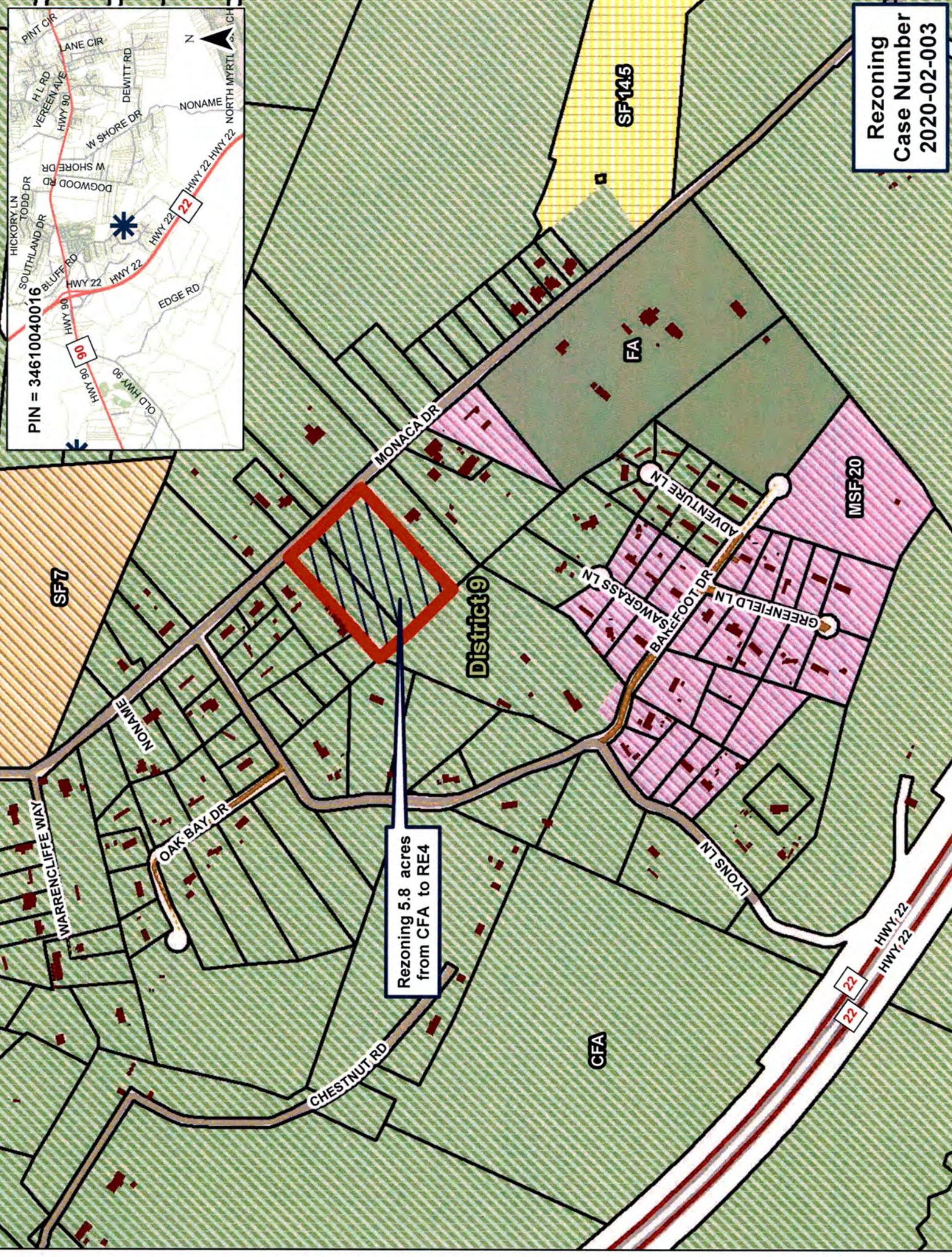
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	CFA	CFA			
Min. Lot Size (in square feet)	21,780	43,450/21,780	43,450/21,780			
Front Setback	50	60/25	60/25			
Side Setback	10	25/10	25/10			
Rear Setback	15	40/15	40/15			
Bldg. Height	36*	35	35			

*36 per 1/2 acre; not to exceed 120

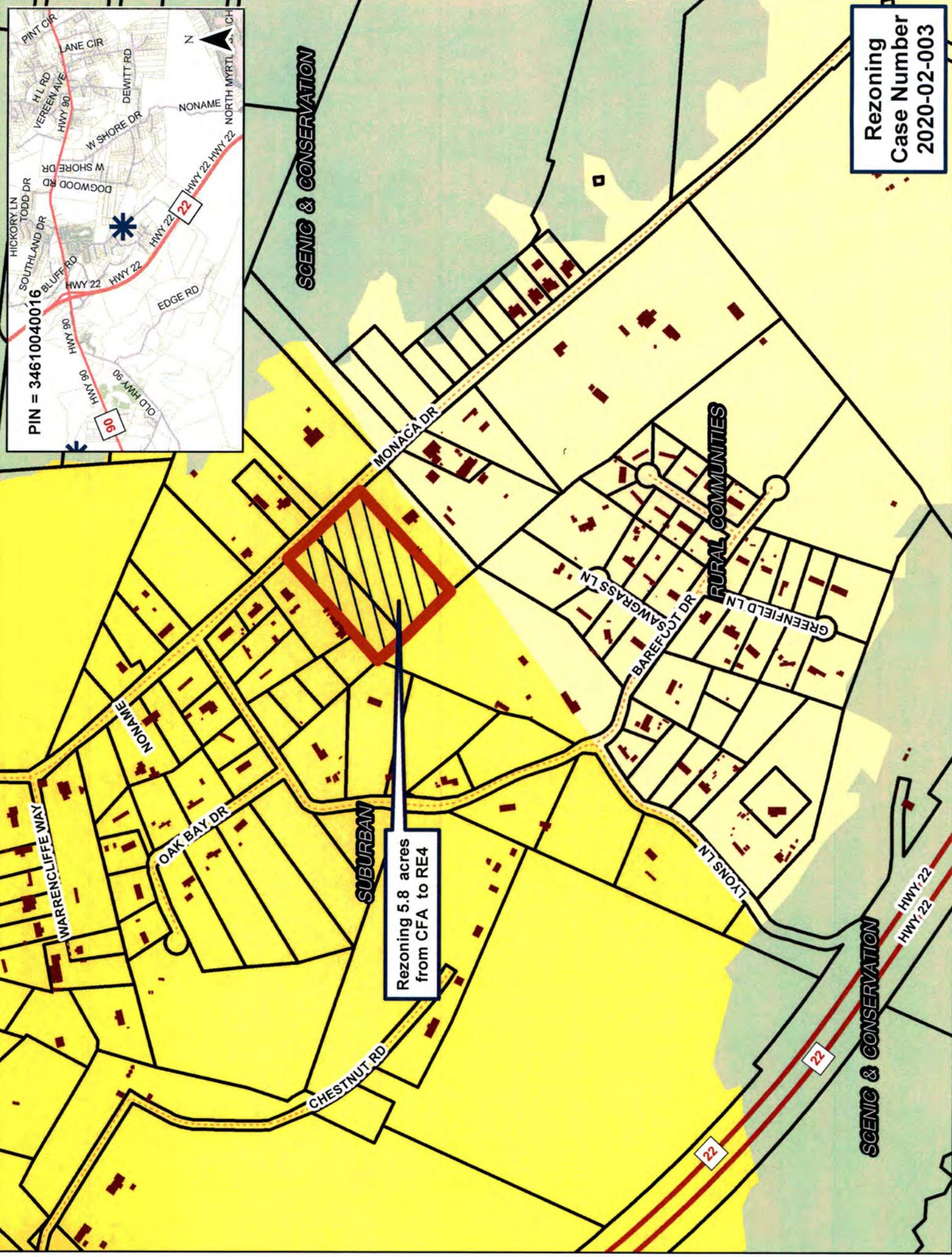
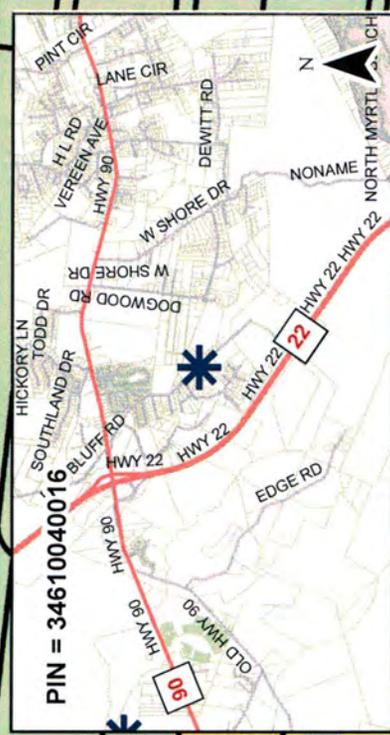
Date Advertised: 2/13/2020 Date Posted: 2/13/2020 # Property Owners Notified: 21 Date Notification Mailed: 2/13/2020 Report Date: 2/13/2020 BY: sm

Rezoning
Case Number
2020-02-003



Rezoning 5.8 acres
from CFA to RE4

Rezoning
Case Number
2020-02-003



Rezoning 5.8 acres
from CFA to RE4

SCENIC & CONSERVATION

RURAL COMMUNITIES

SUBURBAN

SCENIC & CONSERVATION

PIN = 34610040016