I. Invocation

II. Public Input

III. Approval of Agenda

IV. Approval of Minutes – September 22, 2020  pgs. 1-4

V. Discussion Items
   a. List of roads being removed from the Horry County Maintenance System/Randy Plummer  pgs. 5-12
   b. Longs Fire Station Update/John Barnhill pg. 6
   c. Road Fee Payments to Municipalities – Responses received to date/David Gilreath  pgs. 7-25
   d. Storm Water Update/Thom Roth pg. 26

VI. Resolutions
   a. Resolution to accept the road(s) and drainage in the following subdivisions into the Horry County Maintenance System. / David Gilreath
      1) Hidden Brooke Phase 2B (Rolling Woods Court and Olivewood Drive) pgs. 27-29
      2) Longwood Bluffs Phase 2 (Longwood Bluffs Circle, Purity Place Loop and Silver Island Way) pgs. 30-32
      3) Longwood Bluffs Phase 3 (Longwood Bluffs Circle and Silver Island Way) pgs. 33-35
      4) Longwood Bluffs Phase 4 (Blackwater Drive, McKinney Drive and Curran Street) pgs. 36-38
   b. Resolution to approve removal of Stackhouse Road (District 7), from Comprehensive Road Plan and Replace with Northfork Drive (District 7) / Larry Hamilton  pgs. 39-41
   c. Resolution to approve adding the following District 7 roads to The Comprehensive Road Improvement Plan: Dossies Road (.43 miles) to Year 21, adding Carl Road (.55 miles) to Year 22, and Dunlap Circle (.20 miles) and Dennis Lane (.70 miles) to Year 23. / Larry Hamilton  pgs. 42-47
   d. Resolution to approve adding Fowler School Road (.49 miles) District 9 to Year 22 of the Comprehensive Road Improvement Plan. / Larry Hamilton  pgs. 48-50
VII. Ordinances

**a.** AN ORDINANCE TO AMEND THE PUBLIC HEARING NOTICING REQUIREMENTS FOR THE ADOPTION OF THE COMPREHENSIVE PLAN AS DEFINED WITHIN CHAPTER 15, ARTICLE 1 OF THE HORRY COUNTY CODE OF ORDINANCES. / David Schwerd pgs. 51-53

**b.** AN ORDINANCE TO AMEND ZONING APPENDIX B, ARTICLE VII, SECTION 752 OF THE HORRY COUNTY CODE OF ORDINANCES PERTAINING TO THE MULTI-RESIDENTIAL DISTRICT. / David Schwerd pgs. 54-64

**c.** AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH THE S.C. DEPT. OF NATURAL RESOURCES OF CERTAIN COUNTY-OWNED OFFICE SPACE AT THE OLD AYNOR FIRE STATION. / Randi Haldi pgs. 65-84

VIII. Council Member Comments

IX. Executive Session

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<td>The Honorable Al Allen, Infrastructure &amp; Regulation Chairman/Date</td>
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<td>Steven S. Gosnell, P.E., Horry County Administrator/Date</td>
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MEMBERS PRESENT: Al Allen Chairman; Bill Howard; Paul Prince; and Danny Hardee

MEMBERS ABSENT:

OTHERS PRESENT: Steve Gosnell; Council Chairman Johnny Gardner; Councilman Gary Loftus; Pat Hartley; David Gilreath; Andy Markunas; David Jordan; Barry Spivey 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: Mr. Allen called the meeting to order at approximately 9:00 a.m.

INVOCATION: Mr. Prince gave the invocation.

PUBLIC INPUT: None.

APPROVAL OF AGENDA CONTENTS: Mr. Howard moved to approve the agenda contents. The motion was unanimously passed.

APPROVAL OF MINUTES: August 25, 2020 Mr. Howard moved to approve the minutes for August 25, 2020 as submitted and it was seconded. The motion was unanimously passed.

DISCUSSION ITEMS:

Ride III Update: Mr. Jason Thompson first presented slides showing the status of the RIDE II program and mentioned that copies were included in the packets for review. He summarized the different projects and pointed out the ones that had not been completed explaining where they were in the process. He noted the balance to date that would be available which was roughly $32 million.

The next few slides addressed RIDE III and he commented on the status of each of the projects and the estimated date of completion. He elaborated a bit on the SELL project noting they had selected CECS as the consulting design team. They were due to proceed with the environmental impact study and the length of contract time would be approximately two years. The project was originally put out to bid to go all the way through construction but due to some changes in the Army Corp of Engineer’s they had to change the scope. This has caused the delay.

Mr. Prince asked for clarification on what the SELL project was about. Mr. Thompson explained it was the evacuation lifeline on 701 South and they were moving forward but currently did not have the money to build it. RIDE III had monies allocated for land acquisition and the environmental impact study. Mr. Howard asked if the amount was about $25 million and Mr. Thompson confirmed.

Mr. Thompson’s next slide showed the list of dirt roads they had completed paving and the list of roads they were currently working on. He also commented on the status of discussions with the utility companies. He hoped to start construction on group two within eight to nine months.

He presented another slide that showed upcoming projects. He summarized each item on the list that included US 501 Phase I, (widening of the Southbound lane) with a completion date scheduled for June 30, 2023, and the right-of-way acquisition of US 701 in Conway and US 701 in Loris.
His next slides covered revenue. He noted that the important part he wanted to point out was around March and April 2020. This was when they were first impacted by the Covid virus and took a hit of $1.8 million for those two months. They started to recoup in May and were running about 10% over in their collections. He mentioned it was an eight-year program and if the collections continued as noted, they should have the needed collections well in advance of the April 30 deadline. He commented briefly, on what was next on their agenda. Included were the Postal Way Extension, Middle Ridge Avenue and Carolina Forest Boulevard Widening with an addition of a Southside multi-use path.

Mr. Howard asked if the path would go all the way to River Oaks. Mr. Thompson stated it would go down to the intersection at River Oaks.

Mr. Prince asked if there were still some unfinished dirt roads on RIDE II. Mr. Thompson stated that all dirt roads on RIDE II were completed.

Mr. Allen asked when and if there were any overages for RIDE II what could the funding be addressed to. Mr. Spivey answered that previous law allowed or dictated that it would go to the County's General Fund, which essentially meant that it could be used for any purpose. Mr. Allen then asked if there would be any percentage of the funds that would have to go back to the municipalities. Mr. Spivey answered “no”. Mr. Gosnell added that the requirements on RIDE II money were different from any left over from RIDE III. The leftover funds from RIDE III had to be used for road improvements. Mr. Allen asked if the road improvements specified State, County, or both. Mr. Gosnell stated that he did not believe it differentiated between State and County.

Mr. Gardner questioned if it was possible to predict when they would begin the two-year study in relation to SELL and how long it could take. Mr. Thompson explained the Federal process was limited to two years so once they had gone through the two year process and were ready to go into the construction stage, there was no monies set aside for RIDE III other than right of way acquisitions.

Mr. Allen asked how long the study would be valid and how much time would they have after the study was complete until they would have to start something. Mr. Thompson stated that per SCDOT, they had twenty-five years.

Longs Fire Station Update: Mr. John Barnhill explained that they had the land, the plans were in and they were now waiting on permits. Once they had those, it would be ready to go out for bids. He expected it to be approximately a thirty-day wait. Mr. Prince asked if the County was clearing the land and Mr. Barnhill stated the contractor was doing it.

Storm Water Update: Mr. Tom Roth presented an updated map on showing the status of their ongoing projects. He pointed out the different colored circles and what they represented. He summarized the total numbers and progress they had made on each of them. He also spoke about the watershed areas and how they were managing them. He explained that Buck Creek would not be finished until next spring as part of it was still underwater. The rest of the areas was coming along and should be finished soon.

He also spoke about the rain event from the week before. He noted that it was unprecedented as usual in that there was a substantial amount of rain in a short period of time. He presented a slide showing where the rain bands were concentrated. He then presented a chart showing how much rain fell in a 2-3 hour period throughout the County noting the high of 7.32 inches in two hours in the Bradford Meadows area. He noted several areas had between four to five inches in the two-hour period. He explained that normally that amount of rainfall would be over a twenty-four hour period, giving the system time to get rid of some of the water. His next slide showed the impact from the rain noting that the system had worked. There was no water reported in homes. They had several calls of water in the road or yard and that showed the system had worked. The water had also receded within a few hours. He explained it was a “flash flood” situation and the system was designed for a twenty-four hour rain event, as were most municipalities. He commented on a few situations that presented some opportunities for further review. He listed several and what he thought they would need to correct the problem.
His next slide addressed riverine flooding from June 2020. He explained that it was the result of heavy rains in North Carolina and the Pee Dee River Basin. The flooding in Horry County was two weeks after the rain event in North Carolina. He compared it to the September rain event that did not cause flooding. There was no major rain event in the Pee Dee River Basin. The rain was directly on top of the area rather than flowing down from North Carolina, so the water was in and out more quickly.

Mr. Prince commented that the information presented should be made available to the public so they could understand better that the County was doing as much as they could but some things were just out of their hands. Mr. Allen addressed the Council Chairman and asked if the presentation could be added to the next Council meeting. The Chairman agreed. Mr. Gilreath agreed with Mr. Prince and noted the maps showed that the things the County could handle were being handled. Mr. Gosnell mentioned that it also went back to the flat elevation of the County being an issue as well. Mr. Allen added it was some good common sense information that the public should hear. Mr. Howard suggested they could tie all the information into the areas that were potentially flood areas or previously flooded areas for information purposes for future construction.

Mr. Allen commented that he was looking forward to the next Council meeting and hoped the public would watch and listen pay attention. He thought Mr. Roth’s presentation would be some very good information for them.

List of roads being removed from the Horry County Maintenance System: Mr. Randy Plummer explained they were continuing to evaluate the County’s road network. He had included a list in their packet of possible roads to remove from the system. The only comment was from Mr. Howard stating he was glad to see they were paying attention and removing some of the roads from the County’s ledger.

RESOLUTIONS:

Resolution to accept the road(s) and drainage in the following subdivisions into the Horry County Maintenance System:

1) Birchtree Drive (Hidden Brooke Sub Division)
2) Clear Pond Tract G Phase 2B (Chadderton Circle and Brogdon Drive)
3) Devonshire at Windsor Plantation Phase 5 (Devon Estate Avenue and Clove Estates Circle)
4) Forestbrook Estates Phase 3A (Harbison Circle and Harrison Mill Street)
5) Heather Glen Phase 2 (Melville Court, Jardine Loop, Hepburn Drive and Maxwell Drive)
6) Heron Lake (Heron Lake Court)
7) Palm Lakes Plantation Phase 7C (Cypress Way)
8) Sunset Landing Phase 1 (Wailea Circle, Kapalua Loop and Perissa Drive)
9) Windsor Farms Phase 1A (Springtide Drive, Maiden’s Choice Drive, Fair Weather Drive and Shallow Cove Drive)

Mr. Allen read the names of each of the roads on the list. Mr. Howard noted that the County continued adding roads and he understood the road fee on the taxes was supposed to cover most of that but he wondered if anybody was paying attention to when it would tank. Mr. Gilreath stated that they were going to do their best to keep everything in balance. Mr. Howard asked if they could maybe give the council a five-year heads up and Mr. Gilreath answered they could probably do that.

Mr. Allen asked what the options would be if the roads were not accepted into the County road system. He knew there would be an issue about public safety access and wondered if there was the possibility of a legal challenge by the property owners if not accepted. Mr. Gilreath stated they probably would if they just up and announced it immediately but if they allowed sufficient time, they should be safe. Mr. Gosnell suggested that if they wanted to go down that path, they would need to set up a future date that it would be effective thereafter. He also noted the disadvantage of not accepting the roads into the system where as some roads would deteriorate due to lack of funds and gave a couple of examples. Mr. Loftus also gave an example of a private road that had been maintained as well as any County road, including the speed bumps.
Mr. Howard moved to accept the full list of roads with a second from Mr. Hardee. The vote was unanimous.

**Resolution to approve naming the parking lot in Garden City at the intersection of Azalea Drive and South Waccamaw Drive the CORPORAL MICHAEL “MIKE” AMBROSINO BEACH PARKING LOT**. Mr. David Jordan noted that at the last Council meeting Corp. Mike Ambrosino had been honored after having recently died of Covid-19. He had been very active on the beach patrol. At the meeting, there was a discussion about naming the Garden City Beach Parking Lot after him. The resolution for the renaming was before the committee for approval. **Mr. Howard moved to approve with a second from Mr. Hardee and the vote was unanimous.**

**EXECUTIVE SESSION:** None

**COUNCIL COMMENTS:** Mr. Prince asked how many miles was the County down to that they were actively scraping. Mr. Gilreath responded that it was just under 500 miles. Mr. Allen added that about 90% of them were probably in District 10 and 11.

Mr. Allen stated that on the September 29, at 2:00 p.m. there would be an I & R Workshop on the mining ordinance that had been referred back from Council. It would be held in Chambers.

On Saturday December 5 at 2:00 p.m., the plan was to have a memorial service at the Joyner Swamp Fire Station in remembrance of the military aircraft collision back in the early 70’s. They already had a stone marker and a bronze historical one to place at the fire station. The South Carolina Air National Guard had given a preliminary commitment to perform a fly-over. Pope Air Force Base would also participate in the service. They had contracted some out of state family members that hopefully would be able to attend.

He asked Ms. Stevens to make a note for the November I & R meeting to add Mr. Jamie Thompkins name to the agenda. He was the Chairman of the Historical Society, had done an extraordinary amount of work on this project, and deserved recognition. He would give a briefing on all the things that had been done to make sure the memorial happened.

Mr. Howard spoke about the Public Safety and Stormwater departments and how the County could focus on getting them up to the right pay scale. He mentioned that small increases had been given and they had discussed it before, but with the County growing like it was, it was imperative to have enough personnel to handle the increase. He wanted the pay to be competitive and to have enough staff in Stormwater to operate all the machinery they had. He felt so much more could be done to address the growth in the area.

Mr. Prince asked Mr. Gilreath about how many employees were in the departments they were discussing. Mr. Gilreath noted it had proven difficult to find good candidates and was sometimes a struggle. He also mentioned the 20+ position eliminations in 2013 due to budget shortfalls. He added that they had just lost two mechanics to the private sector. There was an issue about pay that they really needed review. He also noted that something they were seeing nationwide was that there was not as many people choosing to go down this career path and he felt it would only get worse.

Mr. Gosnell mentioned that Horry Georgetown Tech was starting up a heavy equipment operator program in conjunction with a company in Mr. Allen’s district.

Mr. Allen asked if they could look at adding some of the positions back that had been eliminated previously. He wanted to include it in the Fall Budget Retreat. Mr. Gosnell stated he wasn’t sure they would be there, but they could certainly start the discussion.

**ADJOURNMENT:** Mr. Howard moved to adjourn at approximately 9:55 a.m. and the vote was unanimous.
## Removal of Roads from County Maintenance: Roads Not Meeting Public Benefit Criteria

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Russ Rd (portion) off Tiger Paw Rd - Seg. No. 2698.2
Council Dist. 9
No Name Rd off Old Stage Rd. - Seg. No. 3002 - Council Dist. 10
• Maintenance of road must be of material benefit to the general public.

• Road must exist within existing prescriptive and/or written easements granted to Horry County. This easement must be wide enough to be of benefit to the public and suitable for maintenance.

• Road must connect directly to another existing public right-of-way.

• The attainment and maintenance of basic design standards must be economically feasible in line with the benefit to the general public.
• Road must be open for public use at all times, except for permitted temporary closures for maintenance, controlled burning, enhancements, etc.

• Road must serve at least four (4) property owners. Any parcel with multiple owners will be counted as having a single owner.

• Road must serve at least four (4) parcels of land that do not also have frontage on a different publicly maintained roadway.

• Road is a through road but a close alternate route exists and there is no other public benefit to maintaining the existing road. Taking the alternate route would not make a substantial change to a desired route.
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**Horry County Construction and Maintenance Department**

- Critical Task
- Critical Split
- Critical Progress
- Start-only
- Task Progress
- Duration-only
- Finish-only
- Manual Task
- Manual Summary
- Project Summary
- External Tasks
- Inactive Task
- Inactive Milestone
- Inactive Summary
- Deadline

**Critical Split Task Progress**

**Baseline Milestone**

**Milestone**

**Summary Progress**

**Baseline**

**Summary**

**External Milestone**

**Deadline**
City of Myrtle Beach
South Carolina
Public Works Department

Mr. David Gilreath
Assistant County Administrator – Infrastructure and Regulation
Horry County Public Works Facility
4401 Privetts Road
Conway, SC 29526

Re: Horry County Road Maintenance Fees

October 14, 2020

Dear Mr. Gilreath:

Please find enclosed a copy of the line item budget for the Street Maintenance Division of our Public Works Department for fiscal year ending June 30, 2020. This reflects a budget actual total of $1,004,485 for Street Maintenance activities. The major activities of this division include, but are not limited to concrete repair and replacement for sidewalks and curb and gutter, pot hole patching, resurfacing, and street sweeping.

If there are any questions about this activity, or if additional information is needed please let me know.

Sincerely,

[Signature]

Janet Curry
Public Works Director

Post Office Box 2468 / Myrtle Beach, South Carolina 29578-2468
Telephone: 843-918-2000 / Fax: 843-918-2074
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<td>$1,707</td>
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<td>Costs of Services</td>
<td>$977,665</td>
<td>$1,205,202</td>
<td>$1,004,485</td>
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<td>TOTAL EXPENDITURES</td>
<td>$977,665</td>
<td>$1,205,202</td>
<td>$1,004,485</td>
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</tbody>
</table>
October 13, 2020

Steven S. Gosnell
Horry County Administrator
1301 Second Avenue
Conway, SC 29562

Dear Mr. Gosnell,

The City of Loris received $72,816.00 in road fees from Horry County during fiscal year 2020 to be used for road improvement and maintenance.

The City spent a total of $25,290.00 repairing roads, drainage, road shoulders, and for routine maintenance during fiscal year 2020. The expenses listed above were used to improve Milligan St., Main St., Hardee Ave. and several other locations. The remaining funds have been set aside to skim patch Church St., Ann St., and Springs St. A verbal agreement is in place with SCDOT for those projects.

The City of Loris plans to improve road conditions and/or other improvements within the corporate limits during fiscal year 2021. Your office will be notified of the use for these funds in subsequent years as required.

Should you have any further questions, please feel free to contact me by phone: (843) 756-4004 or by email: brandonharrelson@cityofloris.org

Sincerely,

Brandon Harrelson
Interim City Administrator
October 8, 2020

David Gilreath, P.E.
Asst. County Administrator/County Engineer
Horry County Government
Infrastructure & Regulation Division
4401 Privett Road
Post Office Box 1236
Conway, SC 29526

Re: Municipality Road Maintenance Fees

David,

This letter is to outline projects completed in the Town of Aynor with funds from the Municipality Road Maintenance Fees. The Town has worked on several projects in fiscal year 2020. They include the continued maintenance of the overpass with projects consisting of debris removal, mowing right of ways, cutting vegetation from drainage ditches and weed eating bridges and walkways. Other projects include maintenance of all right of ways in the town limits. This includes spraying, mowing, and drainage maintenance and weed control. The town also repaired several drainage tiles that had collapsed causing holes to form on the right of ways. The repairs included removing drainage tiles and making necessary repairs to the slope of the tiles and then wrapping them with a cloth barrier to prohibit erosion. Please let me know if you require anything further.

Sincerely,

[Signature]
John K. Gardner
Mayor, Town of Aynor
September 2, 2020

Mr. David Gilreath, P.E.
Asst. County Administrator
Horry County Public Works Complex
4401 Privetts Road
Conway, SC 29526

Re: Municipality Road Maintenance Fees FY 2020

Dear Mr. Gilreath,

The City of North Myrtle Beach used the road maintenance fees on resurfacing. All road maintenance fees are recorded in the Street Improvement Fund and spent on various road projects. For FY 2020 these funds covered part of our resurfacing project within North Myrtle Beach. Please find attached the expenditure report for our Street Improvement Fund which verifies the expenditure on road resurfacing.

If you have any further questions concerning the use of these fees, please feel free to contact me.

Sincerely,

[Signature]

Randy J Wright, CPA, CPFO, CGFM
Finance Director
<table>
<thead>
<tr>
<th>Departmental Expenditures</th>
<th>Current Budget</th>
<th>Current Period</th>
<th>Prior Year Adj.</th>
<th>Y-T-D Actual</th>
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<td><strong>Operations &amp; Maintenance</strong></td>
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<td>5-940-303 Beach Access/Parking Lot Imp</td>
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**Capital Projects**

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<td>5-940-908 NORTHOCean Blvd. UNDERGR UTI</td>
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CITY OF NORTH MYRTLE BEACH
EXPENDITURES REPORT
AS OF: JUNE 30TH, 2020

09 - STREET IMPROVEMENT FUND
CAPITAL - STREET IMPROV.

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<th>CURRENT PERIOD</th>
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<th>Y-T-D ACTUAL</th>
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<td>2,353,512.78</td>
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*** END OF REPORT ***
August 27, 2020, 2019

Mr. David Gilreath, P.E.
Assistant Horry County Public Works Complex
4401 Privetts Road
Conway, S 29526

Re: Municipal Road Maintenance Fees

Dear Mr. Gilreath:

Please accept the Town of Atlantic Beach’s report on road maintenance and/or improvements funding of $7,154 road fee revenue the Town received in FY 20. All roads in the Town of Atlantic Beach are South Carolina State DOT roads. Making any improvements or modifications to the existing roads require SCDOT approval. Therefore, the Town has focused is Municipality Road Maintenance Fees on maintaining its four streets (29th Avenue, 30th Ave, 31st Avenue and 32nd Avenue) in the Town of Atlantic Beach.

The Town of Atlantic Beach employs a maintenance worker to keep its roadways clean and clear of debris, pruning trees, cutting grass on the center island located on 30th Avenue in the Town. The maintenance worker earns an annual salary of $23,660.00. Approximately sixty percent (60%) of his time is spent maintaining the roads in the Town. The $7,154 paid to the Town under “Horry County Ordinance No. 59-96. Section 7,” was utilized to pay a portion of the (60%) $14,196.00 for staff time in maintaining roadways in the Town. In total, the Town of Atlantic Beach spent $14,196.00 in road maintenance in FY 2020.

Should you have any questions or need any additional information, please contact me at 843 663-2284.

Sincerely,

Benjamin Quattlebaum
Town Manager

C: Jake Evans, Mayor
July 20, 2020

Steven S. Gosnell
Horry County Public Works Complex
4401 Privetts Road
Conway, South Carolina 29526

Re: Municipality Road Maintenance Fees Usage July 1, 2019 - June 30, 2020

Dear Mr. Gosnell:

This year, the Town of Briarcliffe Acres concentrated its efforts on resurfacing roads as detailed below. Our objective is to maximize the use of the road fee income by repairing roads as needed, sealing all roads every three - five years (or as needed), and resurfacing roads which could not be brought up to standard by repairing or seal coating. Newly resurfaced roads will be seal coated within two years of the resurfacing. The Town has approximately 11 miles (86,418 SY) of roads.

We spent $109,000.00 in resurfacing in July this year. In addition, we spent $10,052.00 on road repairs.

Sincerely,

Huston Huffman

Huston Huffman
Mayor

HH/jbn
encl: as stated
August 12, 2020

David Gilreath, P.E.
Assistant County Administrator/
County Engineer
4401 Privetts Road
Conway, SC 29526

Dear David:

The Town of Surfside Beach received $171,850 in road fees from Horry County during the fiscal year 2019-2020 to be used for road improvement and maintenance.

The Town of Surfside Beach paved the following streets in Fiscal Year 2019-2020:
- Ocean Blvd South/3rd South to Melody Lane
- Ocean Blvd North/3rd North to 16th North
- Pine Drive/Highway 17 to Willow Drive
- Cedar Drive South/10th Ave S. to Sparrow Dr.
- 3rd Ave North Street End Lot

If you have any questions, please contact me at 843-913-6336.

With kindest regards, I remain,

Sincerely yours,

Diana King
Finance Director
Town of Surfside Beach

Dedicated people providing quality and responsive service to our community.
115 US Highway 17 North – Surfside Beach, SC 29575-6034
www.surfsidebeach.org – town@surfsidebeach.org
843.913.6111 phone – 843.238-5432 fax
I have attached our annual summary for RMF funds.

Please let me know if you have any questions.

Thank you,

Allison D Williams
City of Conway Finance Director
1000 2nd Avenue : PO Drawer 1075, Conway, SC 29528
Contact | P: 843-488-7632 | F: 843-248-1718 | E: awilliams@cityofconway.com

****

All e-mail correspondence to and from this address may be subject to public disclosure under the South Carolina Freedom of Information Act (FOIA). This correspondence is intended exclusively for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure.
City of Conway  
Road Maintenance Fees  
July 1, 2019-June 30, 2020

<table>
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<th>Service</th>
<th>Cost</th>
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<tr>
<td>Asphalt Patching</td>
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<td>Drainage Improvement/Repairs</td>
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<td><strong>Total</strong></td>
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ISSUE

The developers Hidden Brooke Phase 2B (Rolling Woods Court & Olivewood Drive) = 0.16 miles in length (844.80’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Hidden Brooke Phase 2B (Rolling Woods Court & Olivewood Drive).

OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends OPTION A.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Hidden Brooke Phase 2B (Rolling Woods Court & Olivewood Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF HIDDEN BROOKE PHASE 2B (ROLLING WOODS COURT AND OLIVEWOOD DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Hidden Brooke Phase 2B (Rolling Woods Court & Olivewood Drive) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Hidden Brooke Phase 2B (Rolling Woods Court & Olivewood Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage Hidden Brooke Phase 2B (Rolling Woods Court & Olivewood Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Hidden Brooke Phase 2B (Rolling Woods Court & Olivewood Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 17th day of November, 2020.

HORRY COUNTY COUNCIL

________________________________________
Johnny Gardner, Chairman

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

Attest:

________________________________________
Patricia S. Hartley, Clerk to Council
ISSUE

The developers Longwood Bluffs Phase 2 (Longwood Bluffs Circle, Purity Place Loop, & Silver Island Way) = 0.35 miles in length (1848’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Longwood Bluffs Phase 2 (Longwood Bluffs Circle, Purity Place Loop, & Silver Island Way).

OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends OPTION A.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Longwood Bluffs Phase 2 (Longwood Bluffs Circle, Purity Place Loop, & Silver Island Way). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF LONGWOOD BLUFFS PHASE 2 (LONGWOOD BLUFFS CIRCLE, PURITY PLACE LOOP, AND SILVER ISLAND WAY) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Longwood Bluffs Phase 2 (Longwood Bluffs Circle, Purity Place Loop, & Silver Island Way) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Longwood Bluffs Phase 2 (Longwood Bluffs Circle, Purity Place Loop, & Silver Island Way) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage Longwood Bluffs Phase 2 (Longwood Bluffs Circle, Purity Place Loop, & Silver Island Way) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Longwood Bluffs Phase 2 (Longwood Bluffs Circle, Purity Place Loop, & Silver Island Way) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 17th day of November, 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
ISSUE

The developers Longwood Bluffs Phase 3 (Longwood Bluffs Circle & Silver Island Way) = 0.27 miles in length (1425.60’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Longwood Bluffs Phase 3 (Longwood Bluffs Circle & Silver Island Way).

OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends OPTION A.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Longwood Bluffs Phase 3 (Longwood Bluffs Circle & Silver Island Way). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF LONGWOOD BLUFFS PHASE 3 (LONGWOOD BLUFFS CIRCLE AND SILVER ISLAND WAY) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Longwood Bluffs Phase 3 (Longwood Bluffs Circle & Silver Island Way) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Longwood Bluffs Phase 3 (Longwood Bluffs Circle & Silver Island Way) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage Longwood Bluffs Phase 3 (Longwood Bluffs Circle & Silver Island Way) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Longwood Bluffs Phase 3 (Longwood Bluffs Circle & Silver Island Way) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 17th day of November, 2020.

HORRY COUNTY COUNCIL

________________________________________
Johnny Gardner, Chairman

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

Attest:

__________________________________
Patricia S. Hartley, Clerk to Council
The developers Longwood Bluffs Phase 4 (Blackwater Drive, McKinney Drive, & Curran Street) = 0.36 miles in length (1900.80’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Longwood Bluffs Phase 4 (Blackwater Drive, McKinney Drive, & Curran Street).

OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends OPTION A.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a cash bond for Longwood Bluffs Phase 4 (Blackwater Drive, McKinney Drive, & Curran Street). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF LONGWOOD BLUFFS PHASE 4 (BLACKWATER DRIVE, MCKINNEY DRIVE, CURRAN STREET) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Longwood Bluffs Phase 4 (Blackwater Drive, McKinney Drive, & Curran Street) request the roads and drainage be dedicated to Horry County; and

WHEREAS, they have provided the Engineering Department with fully executed dedication documents and a cash bond guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Longwood Bluffs Phase 4 (Blackwater Drive, McKinney Drive, & Curran Street) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage Longwood Bluffs Phase 4 (Blackwater Drive, McKinney Drive, & Curran Street) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Longwood Bluffs Phase 4 (Blackwater Drive, McKinney Drive, & Curran Street) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 17th day of November, 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: October 5, 2020
From: Larry Hamilton
Division: Infrastructure & Regulation
Prepared By: Larry Hamilton
Cleared By: David Gilreath Assistant County Administrator
Committee: I & R

ISSUE

Removal of an approved road from the Comprehensive Road Plan and replace it with a new road for District # 7.

BACKGROUND

Stackhouse Drive is on The Comprehensive Road Plan in District # 7. This road does not meet the standards of a public benefit as identified in Ordnance # 16-36. Staff has recommended replacing Stackhouse Drive with a new road of equal length. The Honorable Orton Bellamy has approved this replacement.

PROPOSED ACTION

REMOVAL of Stackhouse Drive (0.12 mile) from the Road Plan.

REPLACE said road with Northfork Drive (0.15 mile).

RECOMMENDATION

Staff recommends the requested removal and replacement.
COUNTY OF HORY
STATE OF SOUTH CAROLINA

RESOLUTION R-20

A RESOLUTION APPROVING THE REMOVAL and REPLACEMENT OF A ROAD ON THE COMPREHENSIVE ROAD IMPROVEMENT PLAN FOR COUNTY COUNCIL DISTRICT # 7

WHEREAS, the following road was previously added to The Comprehensive Road Improvement Plan in County Council district # 7.

Stackhouse Drive 0.12 mile

WHEREAS, The Honorable Orton Bellamy wishes to replace this road with the following road in District # 7 for the Comprehensive Local Road Improvement Plan

Northfork Drive 0.15 mile

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above addition to The Comprehensive Road Plan for .

AND IT IS SO RESOLVED this ________ day of __________, 2020

HORRY COUNTY COUNCIL

__________________________________________
Johnny Gardner, Chairman

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

Attest:

__________________________________________
Patricia S. Hartley, Clerk to Council
Northfork Drive 0.15 mile
Infrastructure & Regulation Committee
Decision Memorandum
Horry County, South Carolina

Date: October 5, 2020
From: Larry Hamilton
Division: Infrastructure & Regulation
Prepared By: Larry Hamilton
Cleared By: David Gilreath, Assistant County Administrator
Committee: I & R

ISSUE

Selection of roads to be placed on The Comprehensive Road Improvement Plan in District # 7 for Years- 21, 22 and 23.

BACKGROUND

Each year The Comprehensive Road Improvement Plan funds the construction of dirt roads in various Council districts. Each year District # 7 receives a portion of the budgeted mileage. The Honorable Orton Bellamy has identified roads for the Year-21, Year-22 and Year-23 of The Comprehensive Road Improvement Plan.

PROPOSED ACTION

Add Dossies Road (0.43 mile) to The Comprehensive Road Improvement Plan for Year 21.

Add Carl Road (0.55 mile) to The Comprehensive Road Improvement Plan for Year 22.

Add Dunlap Circle (0.20 mile) and Dennis Lane (0.70 mile) to The Comprehensive Road Improvement Plan for Year 23.

RECOMMENDATION

Staff recommends placing these roads on The Comprehensive Road Improvement Plan.
A RESOLUTION APPROVING THE ADDITION OF SEVERAL ROADS TO THE COMPREHENSIVE ROAD IMPROVEMENT PLAN FOR COUNTY COUNCIL DISTRICT # 7 FOR YEARS 21, 22 and 23 AS OUTLINED IN ORDINANCE 31-97.

WHEREAS, the following roads will be added to The Comprehensive Road Improvement Plan for Year 21, Year 22 and Year 23 in County Council district # 7.

- Dossies Road 0.43 mile Year-21
- Carl Road 0.55 mile Year-22
- Dunlap Circle 0.20 mile Year-23
- Dennis Lane 0.70 mile Year-23

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above additions to The Comprehensive Road Plan.

AND IT IS SO RESOLVED this _________ day of ___________, 2020

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council
Dunlap Circle  0.20 mile
Date: October 5, 2020
From: Larry Hamilton
Division: Infrastructure & Regulation
Prepared By: Larry Hamilton
Cleared By: David Gilreath, Assistant County Administrator
Committee: I & R

ISSUE

Selection for Year-22 roads to be placed on The Comprehensive Road Improvement Plan for District # 9.

BACKGROUND

Each year The Comprehensive Road Improvement Plan funds the construction of dirt roads in various Council districts. District # 9 receives a portion of the budgeted mileage available. The Honorable Paul Prince has identified this road for the Year-22 Road Plan.

PROPOSED ACTION

Add Fowler School Road (0.49 mile) to The Comprehensive Road Improvement Plan for Year 22 in District 9.

RECOMMENDATION

Staff recommends placing these roads on The Comprehensive Road Improvement Plan.
COUNTY OF HORRY    )   RESOLUTION R- -20
STATE OF SOUTH CAROLINA    )

A RESOLUTION APPROVING THE ADDITION OF A ROAD TO THE COMPREHENSIVE
ROAD IMPROVEMENT PLAN FOR COUNTY COUNCIL DISTRICT # 9 FOR YEAR 22 AS
OUTLINED IN ORDINACE 31-97.

WHEREAS, the following road will be added to The Comprehensive Road Improvement Plan for
Year 22 for County Council district # 9.

Fowler School Road  0.49 mile  Year-22

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above additions
to The Comprehensive Road Plan.

AND IT IS SO RESOLVED 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, Jr., 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
Fowler School Road (segment # 2600) 0.49 mile.
Issue:

Should Horry County revise the public hearing notice requirements for the Horry County Comprehensive Plan adoption and amendment procedures?

Proposed Action:

Amend Chapter 15 – Planning of the Horry County Code of Ordinances to reduce the thirty (30) day public hearing notice requirement to a fifteen (15) day notice for Planning Commission, while retaining the 30-day public hearing notice requirement for County Council’s approval.

Recommendation:

Staff recommends approval.
Planning Commission recommends approval.

Background:

The South Carolina Planning Enabling Act of 1994 defines the minimum comprehensive plan adoption process for all jurisdictions in South Carolina. While State law requires a 30-day public hearing notice at either Planning Commission or County Council prior to the adoption of the plan, Horry County has traditionally held a 30-day public hearing notice at both. This traditional process was adopted as part of Ordinance 61-2020 on September 1, 2020 to codify our local comprehensive plan adoption and amendment procedures.

Analysis:

Property owners may now apply for an amendment to the Future Land Use Map of the Comprehensive Plan for properties that they own. An amendment request can occur concurrently to a rezoning request for the same property. Under currently adopted procedures, a rezoning request for the same property could be acted upon prior to the Planning Commission hearing a request to amend the Future Land Use Map for the same property or the Planning Commission could choose to delay a rezoning request a month to hear them concurrently. In order to ensure the public can easily follow and participate in the public comment process and to ensure that rezoning cases do not backlog, staff is recommending that the Planning Commission’s 30-day public hearing notice requirement for their review of the comprehensive plan be amended to a 15-day public hearing notice. The 30-day public hearing notice would be retained for County Council’s review. This change would reduce the time needed to amend the Comprehensive Plan, while staying consistent with State Law public noticing requirements.
AN ORDINANCE TO REVISE THE PUBLIC HEARING NOTICING REQUIREMENTS FOR THE ADOPTION OF THE COMPREHENSIVE PLAN AS DEFINED WITHIN CHAPTER 15, ARTICLE 1 OF THE HORRY COUNTY CODE OF ORDINANCES.

WHEREAS, Horry County has adopted land use and comprehensive plans for more than 40 years; and,

WHEREAS, procedures for the comprehensive plan adoption and amendment process were adopted within the Horry County Code of Ordinances on September 1, 2020 as Ordinance 61-2020; and,

WHEREAS, the public hearing and noticing procedures for the adoption and amendment process exceed the minimum thirty (30) day public hearing noticing requirements for either Planning Commission or County Council, which is outlined within the South Carolina Planning Enabling Legislation §6-29-760; and

WHEREAS, having a 30-day public hearing notice at Planning Commission is inconsistent with other hearing requirements and would result in future land use map amendments not being heard concurrently with a proposed rezoning request for the same property, resulting in inconsistencies for the public to provide comment; and

WHEREAS, Planning and Zoning Department staff recommend amending the recently approved ordinance to require comprehensive plan amendments to have a fifteen (15) day public hearing notice for Planning Commission and to retain the 30-day public hearing notice requirement for County Council; and

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 Horry County Code of Ordinances, Chapter 15, Article 1, Section 15-1(B) is hereby amended as follows:
   (All text in strikethrough shall be deleted and all text shown underlined and bolded shall be added)
   (B) Adoption. When the plan, any element, amendment, extension, or addition is completed, Planning Commission shall make a recommendation to County Council and a public hearing must be held prior to approval for adoption by ordinance.
     1. Planning Commission Review and Recommendation. The Planning Commission shall review any proposed plan or element of the plan. Prior to recommending the plan or changes to the plan, the Planning Commission shall hold a public hearing. Newspaper notice of a public hearing shall be made at least thirty (30) fifteen (15) days in advance of the scheduled public hearing date. By affirmative vote of at
least a majority of the entire membership the Planning Commission must adopt a
resolution recommending the plan or element to County Council for adoption.

2. *County Council Hearing and Decision.* Before adopting a plan or element, the
County Council shall hold a public hearing. Newspaper notice of a public hearing
shall be made at least thirty (30) days in advance of the scheduled public hearing
date. County Council shall adopt the Comprehensive Plan or element by
ordinance. Approval of the plan on final reading cannot occur until the Planning
Commission has recommended the plan.
ISSUE:

Should the Multi-Residential Zoning District (MRD) language be updated to reflect the revisions to the Future Land Use Map within Imagine 2040? Should this update incorporate a greater variety of Sustainable Development Options and Sustainable Development Incentives available to Applicants? In addition to updated MRD standards, should density be defined in terms of gross and net and be relocated to the definitions section of the ordinance?

PROPOSED ACTION:

Approval of the proposed amendments to Appendix B, Article VII, Section 752 and Article IV, Section 435.5 and 445 of the Horry County Zoning Ordinance.

RECOMMENDATION:

Planning Commission recommends approved.
Staff recommends approval.

BACKGROUND:

With Imagine 2040’s analysis of Future Lane Uses throughout Horry County, a strategy was formed which expresses the need to establish and proliferate sensible growth patterns that preserve and promote a high standard of living for existing and future residents. One such means to promote these high standards is to foster a higher frequency of sustainable development elements within our growing County. The MRD Zoning District currently incorporates a handful of sustainable development options, of which if they’re incorporated into a proposed development, the Applicant is awarded with a number of different incentives (dependent upon the number of options incorporated).

Currently, gross density is defined by the Land Development Regulations and Net density is defined throughout the existing zoning ordinance. The proposed amendment will consolidate the locations to the definition section of the Zoning Ordinance.

The Planning Commission held a Special Workshop on March 12, 2020 to further review the details of this amendment with staff and the community.

Based on staff discussions after the Special Workshop, additional Sustainable Development criteria have been incorporated which are specific to multi-family, townhome, and in-common developments where increased density would be encouraged.
ANALYSIS:

The revised MRD ordinance language aligns with the new land use classifications of Imagine 2040. It also improves upon the sustainable development options for Applicants to review and incorporate while simultaneously providing a greater number of sustainable development incentives. The options fall under the broad categories of Environment, Low Impact Development, Firewise, Complete Streets, Character, and Urban Fabric. The Incentives have been expanded to not only include reductions in setbacks, density bonuses and lot size reduction, but now incorporate such elements as a reduction in road right-of-way width, extended block lengths, and expedited review.

As a means to incorporate a wider range of available options and incentives, a point system has been developed to track the value of the various options selected and the corresponding incentives available to the Applicant.

The proposed amendment aligns with the future land use classifications as well as the Goals and Strategies of Imagine 2040 through the continued and improved use of sustainable development options within residential development.

Significant revisions to the Ordinance, from the last version reviewed by this Commission, include the following:


Items that need further discussion from the Special Workshop and in general:

1. If the 100 ft. undisturbed wetland buffer associated with Footnote 1 (related to Scenic & Conservation) of Table 5 should be reduced.
2. Should the max. building height for Multi-Family / Townhomes / Quadraplex within MRD-3 be increased from 60’ to allow for greater flexibility with density?
COUNTY OF HORRY )
) ORDINANCE NO. ______
STATE OF SOUTH CAROLINA )

AN ORDINANCE TO AMEND ZONING APPENDIX B OF THE HORRY COUNTY CODE OF ORDINANCES PERTAINING TO THE MULTI-RESIDENTIAL DISTRICT AND DEFINITIONS.

WHEREAS, County Council adopted the Imagine 2040 Comprehensive plan; and,

WHEREAS, current language needs to be updated to reflect the Future Land Use Map within Imagine 2040; and,

WHEREAS, the revised MRD ordinance language aligns with the new land use classifications of Imagine 2040. It also improves upon the sustainable development options for Applicants to review and incorporate while simultaneously providing a greater number of sustainable development incentives; and,

WHEREAS, gross and net density need to be defined to proliferate sensible growth patterns that preserve and promote a high standard of living for existing and future residents.

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 Zoning Appendix B, Article VII, Section 752.** Section 752 of the Zoning Ordinance is hereby amended as follows:

   (All existing text shall be deleted and all text shown shall be-added)

752. Multi-Residential District (MRD).

*Intent.* The Multi-Residential (MRD) District is intended to provide opportunities for rural, suburban and urban density residential developments consistent with the objectives of the Horry County Comprehensive Plan. The MRD district encourages imaginative approaches to community design that support mixed-residential uses, design flexibility, pedestrian-oriented development, road interconnectivity, and preservation of environmentally sensitive lands and floodplains.

General Provisions

A. **Location.** The following details the appropriate location for the Multi-Residential Districts in relationship to the Future Land Use Map in the Horry County Comprehensive Plan.

<table>
<thead>
<tr>
<th>Future Land Use</th>
<th>Rural Density (MRD-1)</th>
<th>Suburban Density (MRD-2)</th>
<th>Urban Density (MRD-3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scenic &amp; Conservation¹</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Rural Areas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rural Activity Centers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rural Communities</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ Scenic & Conservation includes Rural Activity Centers and Rural Communities.
<table>
<thead>
<tr>
<th>Suburban</th>
<th>X</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Corridors</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Neighborhood Activity Centers</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Mixed Use</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Community Activity Centers</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Economic Activity Centers</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

**FOOTNOTES:**

1. MRD-1, MRD-2, or MRD-3 may be considered within the Scenic & Conservation Future Land Use. Site specific information, such as wetland delineations and soil data, may be required to show that a property or a portion of a property is not environmentally constrained. This information would be presented to the Planning Commission to aid in the discussion as to whether the site should be considered for uses other than those defined within the recommended land use list and or described development pattern. The proposed development would need to be consistent with the character of the community, adjacent Future Land Use, and not adversely impact the surrounding landscape. The Applicant would need to address natural hazards, stormwater, public safety, access management, and wildlife through design, mitigation measures, capital improvements, or other necessary tools. If the development is deemed appropriate, it should incorporate best management practices for protecting environmentally sensitive areas and water quality, in addition to avoiding natural hazards and addressing public safety issues. Refer to Article XV for additional rezoning submission requirements for sites located within Scenic & Conservation.

**B. Permitted Uses.** The following uses or combination of uses may be permitted as fee simple or in-common developments:

**Table 2: Permitted Uses by MRD Districts**

<table>
<thead>
<tr>
<th>Uses</th>
<th>MRD-1</th>
<th>MRD-2</th>
<th>MRD-3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boarding House</td>
<td></td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Multi-family</td>
<td></td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Tiny Homes</td>
<td></td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>Townhouse</td>
<td></td>
<td></td>
<td>P</td>
</tr>
<tr>
<td>Quadruplex</td>
<td></td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>Patio Home</td>
<td></td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>Semi-detached</td>
<td></td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Duplex</td>
<td></td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Single family detached, excluding mobile homes</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Accessory dwelling unit</td>
<td></td>
<td>C</td>
<td>C</td>
</tr>
</tbody>
</table>

P=Permitted Use  C=Conditional Use  S=Conditional if Sustainable Criteria Met

**FOOTNOTES:**

1. Uses in Table 2 are listed in order of decreasing intensity.

**C. Conditional Uses.**

1. Accessory Dwelling Unit, provided that it does not increase the approved density of the project and that it is in conformance with the requirements of Article V, Section 509.

2. Boarding Houses, provided that it meets the following requirements:
a. The quarters to be utilized by the boarders and the occupants of the premises shall be in the principal residential structure. Separate structures, accessory buildings and garages are not permitted to be used as boarding rooms.

b. Maximum of two (2) boarding houses per parcel, regardless of the total number of acres.

c. Food service facilities shall accommodate only boarders of said establishment and their guests.

D. Development Standards. The standards enumerated below establish the criteria by which a request to rezone property to the MRD district shall be evaluated. Table 3 lists the Standard Density and Area Requirements allowed for each district. In addition, it includes densities and area requirements when sustainable development standards are achieved as listed in Table 6.

Table 3: MRD Maximum Densities and Minimum Area Requirements by District and Housing Type

<table>
<thead>
<tr>
<th>Use</th>
<th>MRD-1 Standard</th>
<th>MRD-1 Sustainable</th>
<th>MRD-2 Standard</th>
<th>MRD-2 Sustainable</th>
<th>MRD-3 Standard</th>
<th>MRD-3 Sustainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Density</td>
<td>3 du/acre</td>
<td>4 du/acre</td>
<td>4 du/acre</td>
<td>7 du/acre</td>
<td>8 du/acre</td>
<td>20 du/acre</td>
</tr>
<tr>
<td>Single-Family</td>
<td>14,500 ft²</td>
<td>10,000 ft²</td>
<td>10,000 ft²</td>
<td>6,000 ft²</td>
<td>6,000 ft²</td>
<td>4,000 ft²</td>
</tr>
<tr>
<td>Duplex</td>
<td>14,500 ft²</td>
<td>10,000 ft²</td>
<td>10,000 ft²</td>
<td>8,000 ft²</td>
<td>8,000 ft²</td>
<td>6,000 ft²</td>
</tr>
<tr>
<td>Semi-Detached</td>
<td>7,250 ft²</td>
<td>5,000 ft²</td>
<td>5,000 ft²</td>
<td>4,000 ft²</td>
<td>4,000 ft²</td>
<td>3,000 ft²</td>
</tr>
<tr>
<td>Patio Home</td>
<td>10,000 ft²</td>
<td>10,000 ft²</td>
<td>6,000 ft²</td>
<td>6,000 ft²</td>
<td>4,000 ft²</td>
<td></td>
</tr>
<tr>
<td>Townhome, Quadruplex</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Multi-Family</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Tiny Home</td>
<td>1,200 ft²</td>
<td>1,200 ft²</td>
<td>1,200 ft²</td>
<td>1,200 ft²</td>
<td>1,200 ft²</td>
<td></td>
</tr>
<tr>
<td>Boarding Home</td>
<td></td>
<td>1 unit/acre, max 2 units</td>
<td></td>
<td>1 unit/.75 acre, max 2 units</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOOTNOTES:
1. MRD-1 shall use Net Density, MRD-2 & MRD-3 shall use Gross Density.

E. Dimensional Standards. The following dimensional standards shall apply to permitted uses:

Table 4: MRD District Yard and Height Standards

<table>
<thead>
<tr>
<th>Use</th>
<th>Setbacks*</th>
<th>Building Separation</th>
<th>Max. Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential (not listed)(MRD-1)</td>
<td>25'</td>
<td>20'</td>
<td>35'</td>
</tr>
<tr>
<td>Residential (not listed)(MRD-2&amp;3)</td>
<td>20'</td>
<td>20'</td>
<td>40'</td>
</tr>
<tr>
<td>Boarding House</td>
<td>30'</td>
<td>20'</td>
<td>40'</td>
</tr>
<tr>
<td>Tiny Homes</td>
<td>NA</td>
<td>NA</td>
<td>25' (max. 2 stories)</td>
</tr>
<tr>
<td>Townhome / Quadraplex (MRD-1&amp;2)</td>
<td>25' measured from perimeter</td>
<td>20'</td>
<td>45'</td>
</tr>
<tr>
<td>Multi-family (MRD-2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-family, Townhome, Quadraplex (MRD-3)</td>
<td>25' measured from perimeter</td>
<td>20'</td>
<td>60'</td>
</tr>
</tbody>
</table>

*No side yard setback is required where common walls are located.
F. **Sustainable Development Standards.** Development incentives shall be considered for any MRD districts if the following standards are incorporated into the rezoning submission and incorporated into the development.

1. In order to qualify for any development incentives, all of the following standards must be met:
   (a) No lots or buildings shall be developed or platted within the Special Flood Hazard Area;
   (b) No lots, buildings, or roadways shall be developed or platted within any wetland (jurisdictional and non-jurisdictional) over 10,000 sq. ft. in area as shown on ACOE Preliminary Jurisdictional Determination (JD) submittal documents. Wetlands may be disturbed for roadway & utility crossings when said impacts are minimized (such as perpendicular crossings); and
   (c) Sustainable development design options are met that align with the MRD district according to Table 5. All sustainable development design options that are utilized must be included with the conceptual plan submitted with the rezoning application. The points earned will qualify the project for incentives in Table 6.

### Table 5: Sustainable Development Design Options by MRD District

<table>
<thead>
<tr>
<th>Sustainable Development Design Options</th>
<th>MRD-1</th>
<th>MRD-2</th>
<th>MRD-3</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Environment</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25 ft wide, undisturbed wetland and or riparian buffer, platted as open space</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>1</td>
</tr>
<tr>
<td>35 ft wide, undisturbed wetland and or riparian buffer, platted as open space</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td>50 ft wide, undisturbed wetland and or riparian buffer, platted as open space</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>3</td>
</tr>
<tr>
<td>100 ft wide, undisturbed wetland and or riparian buffer, platted as open space</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>6</td>
</tr>
<tr>
<td>Retain a gross 150” dbh of trees upland per acre, with a min. of 6” dbh per tree. (Tree survey required with submission.)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>3</td>
</tr>
<tr>
<td>Required non-active open space area must be contiguous, upland, and undisturbed.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td>50% of development is deed restricted and dedicated to a land trust or federal or state agency for conservation.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>5</td>
</tr>
<tr>
<td>All Finished Floor Elevations Min. 2 ft. above finished grade / pad elevation</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>5</td>
</tr>
<tr>
<td><strong>Low Impact Development</strong> (Multi-family, Townhomes, Quadruplex, or In-Common Single-Family Projects)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impervious coverage not to exceed 35% of the upland portion of the development</td>
<td>X</td>
<td>X</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>All parking spaces / driveways are comprised of pervious pavement or pervious pavers or other approved LID materials. (Not applicable to Drives)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>3</td>
</tr>
</tbody>
</table>

1 100 ft. undisturbed wetland buffer is required if property is within a Scenic & Conservation Future Land Use area.
<table>
<thead>
<tr>
<th>Requirement</th>
<th>X</th>
<th>X</th>
<th>2</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rain Gardens incorporated into the stormwater design for 50% of the buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rain Gardens incorporated into the stormwater design for all of the buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Firewise</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50’ wide fuel reduction area at the wildland interface that is treated to minimize vegetation by maintenance (mow, spray).</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>100’ wide fuel reduction area at the wildland interface that is treated to minimize vegetation by maintenance (mow, spray).</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>30’ wide fuel break (located at the wildland interface) treated to minimize vegetation by maintenance (mow, spray) and includes at least a 15 feet wide surface treatment, such as gravel, sand, or pavement. May be included in perimeter buffers.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Covenants and Restrictions that prohibit the use of pine straw, vinyl siding, asphalt shingles, and any wood siding or shingles.</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Additional emergency access point as a named and platted road meeting base road standards, regardless of number of lots. (Above Min req. by LDR)</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td>Complete Streets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum Block or drive Length (measured at intersection spacing of thru streets) and Max. Cul-de-sac Length (Min. 50 lots / units)</td>
<td>900 lf.</td>
<td>450 lf.</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Multi-purpose path (min. 8’ wide) minimally on one side of all roads or within open space around the perimeter of the site.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Sidewalks (min. 5’ wide) as a continuous pedestrian walkway on at least one side of the road / drive.</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Sidewalks (min. 5’ wide) abutting all units, on both sides of the road / drive.</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Bicycle Lanes along interior Arterial &amp; Collector roadways (min. 4’ wide)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Multi-modal network</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>6</td>
</tr>
<tr>
<td>Street Trees on all roadways (public or private right-of-ways)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Street Lighting along all roadways and external points of access. (Maintained by HOA, POA, or HPR)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>Increased Connectivity (Vehicular): Min. 3 points of vehicular connection (public and / or private) Must meet full-access requirements defined within the LDR</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Character</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25’ wide naturally vegetated front buffer, outside of lots</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>50’ wide naturally vegetated front buffer, outside of lots</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>25’ wide naturally vegetated side buffer, outside of lots</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>50’ wide naturally vegetated side buffer, outside of lots</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>25’ wide perimeter buffer (Entire project, external to lots &amp; allows supplemental plantings)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>25’ wide naturally vegetated perimeter buffer (Entire project, external to lots)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Requirement</td>
<td>Yes</td>
<td>No</td>
<td>Count</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>100% Increase in Active / Recreational Open Space as a contiguous platted lot</td>
<td>X</td>
<td>X</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>200% Increase in Active / Recreational Open Space as a contiguous platted lot</td>
<td></td>
<td>X</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,500 sq. ft. Community Garden per 25 dwelling units</td>
<td>X</td>
<td>X</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All residential lots shall abut active or passive open space, excluding sidewalks</td>
<td>X</td>
<td>X</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All public drainage easements to be located in Common Area / Open Space (only for fee-simple single-family / duplex)</td>
<td>X</td>
<td>X</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All drainage easements (public and or private) located within Common Area / Open Space (only applicable for fee-simple single family / duplex)</td>
<td>X</td>
<td>X</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Urban-Fabric (specific to Multi-Family, Townhomes, & In-Common Residential)**

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Yes</th>
<th>No</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. 25% of Residential Units positioned over required parking</td>
<td></td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td>Min. 50% of Residential Units positioned over required parking</td>
<td>X</td>
<td>X</td>
<td>4</td>
</tr>
<tr>
<td>In-Fill / Redevelopment Site</td>
<td></td>
<td>X</td>
<td>4</td>
</tr>
<tr>
<td>Min. of 3 Habitable stories</td>
<td>X</td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td>Min. of 5 Habitable stories</td>
<td></td>
<td>X</td>
<td>4</td>
</tr>
<tr>
<td>Min. 25% of required parking spaces to be covered</td>
<td>X</td>
<td>X</td>
<td>1</td>
</tr>
<tr>
<td>Min. 50% of required parking spaces to be covered</td>
<td>X</td>
<td>X</td>
<td>3</td>
</tr>
<tr>
<td>A Canopy Tree within 25’ of every required parking space</td>
<td>X</td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td>Min. 25% of energy demand to be met by on-site renewable</td>
<td>X</td>
<td>X</td>
<td>4</td>
</tr>
<tr>
<td>Min. 50% of energy demand to be met by on-site renewable</td>
<td>X</td>
<td>X</td>
<td>6</td>
</tr>
<tr>
<td>Provide EV charging stations</td>
<td>X</td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td>Bus stop / Lane (applicable only for projects with min. of 200 units)</td>
<td></td>
<td>X</td>
<td>2</td>
</tr>
<tr>
<td>Bicycle storage, where bike transit is an option for the residents</td>
<td></td>
<td>X</td>
<td>2</td>
</tr>
</tbody>
</table>

* Sustainable Development Design Options shown within Open Space, Common Area, or In-Common property shall require specific restrictions and or maintenance schedules to be defined within the Conditions, Covenants, & Restrictions (CCR), or similar recorded document, for the development.

2. **Description of Sustainable Development Options:**
   
   (a) Undisturbed Wetland Buffer: A buffer area from the edge of all wetlands (wetland min. 10,000 sq. ft. in area), as shown on required wetland delineation map (including jurisdictional and non-jurisdictional wetlands) that has not been disturbed or cleared and will not be disturbed with the proposed project. Option only applies to properties which contain at least one wetland that meet the minimum size requirement.
   
   (b) Gross dbh: A cumulative diameter measurement of existing trees (min. 6” dbh tree) within upland areas, measured at breast height (four and one-half feet above grade).
   
   (c) Low Impact Development: These sustainable development options shall be limited to those projects where the development contains a unified management structure so as to allow for consistent compliance and adherence with the associated options.
(d) Pervious Pavement/Pavers: Also known as permeable pavement or porous concrete, is a specific type of pavement with a high porosity that allows rainwater to pass through it into the ground below. Such pavement material(s) shall be approved by the County.

(e) Rain Gardens: The rain gardens are to be designed according to the LID Manual for Coastal South Carolina.

(f) Firewise: Firewise is a set of principles that involves understanding the wildland environment and taking steps to make the community and surrounding area more resilient and survivable from wild fires (maintenance standards shall be included in covenants & restrictions).

(g) Fuel Reduction Area & Fuel Break: The required maintenance of these areas shall be developed per the guidelines of the National Fire Protection Association’s (NFPA) Firewise USA program. Such maintenance schedule shall be included within the Conditions, Covenants, & Restrictions (CCR) for the development.

(h) Multi-modal network: The network can include such elements as sidewalks, bike lanes, multi-use paths, and street scape. Such network shall be located on both sides of all roadways, shall be continuous, and interconnected (where applicable). Network elements are permitted with open space areas. Network shall include at least two (2) elements.

(i) Increased Connectivity: The project site must be served, at the time of initial construction, by at least three different of vehicular connections. These connections may include driveways onto a public right-of-way, private right-of-way, commercial cross access easement, ingress / egress easement, and or public access easement.

(j) Naturally Vegetated Buffers (Streetscape / side buffer): The buffers shall consist of native and existing vegetation of varied ages, heights, and types (i.e. a mixture of canopy, understory, and ground-cover). Supplemental plantings shall be permitted in areas that are less than one-hundred (100) linear feet in length as a means to fill in existing gaps in the vegetation. Such buffers shall be located internal to any existing or required perimeter drainage conveyances and or easements. Buffers along the front of the property can serve as any Type C (Streetscape) requirements found in Sec. 527.

(k) Disturbance and Encroachments into Naturally Vegetated Buffers: Any proposed or required disturbance and or encroachment into the buffer shall be limited to twenty (20’) feet in width. Encroachments and disturbances shall be limited to perpendicular (as practicable) utility crossings, sidewalks, multi-purpose paths, and or bike lanes.

(l) Street Trees: The project shall include a minimum of one tree for every fifty (50) lf. of road length. The tree species shall be listed as a Street Tree, and recommended for planting near sewer lines where applicable, from the Horry County Landscaping Manual. When street trees are installed within the road right-of-way, the abutting property owner shall be responsible for their maintenance.

(m) Active / Recreation Open Space: An increase in the required active recreation open space as defined by the open space requirements, Art. 4 Sec. 6-2 (B) of the land development regulations. Such open space shall be located on upland property.

(n) Community Garden: A community garden is a plot of land gardened and managed by a group and/or community of people for the cultivation of fruits, vegetables, and/or ornamentals. A 1,500 sq. ft. plot is required for every twenty-five (25) units, allowing
for sixty (60) sq. ft. to be allocated per unit. If less than twenty-five (25) units are proposed, one 1,500 sq. ft. plot shall suffice. A 1,500 sq. ft. plot would allow for twenty-five (25) four-by-eight foot individual plots (raised bed or at-grade) with a 2’ wide path on two sides. The community garden shall be centrally located and accessible from all proposed residential units. The garden shall be accessible by a path (min. 4’ wide of gravel or stone) with a max. cross slope of 2%. The garden shall be located on upland open space (excluding wetlands), with adequate sunlight, and provided a water source for irrigation. Community garden shall adhere to the standards of the American Community Gardening Association publication titled “Starting a Community Garden” (or similar publication). The publication is available at the Planning Department. Said garden(s) shall be owned in common and kept in perpetuity. Maintenance shall be the responsibility of the common ownership. A community garden shall be allowed no more than one storage structure (max. 100 sq. ft. in size) per 1,500 sq. ft. of garden space.

(o) In-Fill / Redevelopment Site: A min. of 50% of the overall proposed development area must have been previously developed.

(p) Parking Canopy: Parking spaces would be located under a covered non-residentially occupied structure. The structures would have to meet applicable building setbacks.

(q) On-Site Renewable Energy: A portion (either 25% or 50%) of the estimated energy needs for the project will be addressed with on-site renewable energy.

(r) EV Charging Stations: Min. of 5% of the required parking spaces shall have access to an EV charging station. Those parking spaces shall be the standard size, not compact. A minimum of one dedicated parking space shall be provided per charging station.

(s) Bus stop / lane: The applicable transit authority and or school district shall deem whether a bus stop / lane is applicable and appropriate for the site based on estimated demand from the project and surrounding communities. The bus stop shall include a covered shelter. Only applicable to project that include a min. of 200 units.

(t) Bicycle storage: Provide a dedicated onsite, enclosed, and covered bicycle parking room (or separate building to be reviewed as an accessory structure complying with applicable setbacks) which can accommodate one (1) bicycle parking space per three bedrooms, rounded up to the next whole number. A studio unit shall count as one (1) bedroom for the purpose of this calculation. Storage areas within individual dwelling units do not count toward the bicycle parking requirement.

3. **Sustainable Development Incentives.** The following details the allowable development incentives according to the Sustainable Development Points earned through design practices. Points within each defined sustainable category shall not be cumulative; however, they may be cumulative if within different sustainable categories. The points required per Sustainable Development Incentive are incremental and are to be addressed in the order shown in Table 6.
Table 6: Sustainable Development Incentives

<table>
<thead>
<tr>
<th>Sustainable Development Incentives</th>
<th>Points Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>5’ Side Setback Reduction</td>
<td>6</td>
</tr>
<tr>
<td>5’ Front Setback Reduction</td>
<td>8</td>
</tr>
<tr>
<td>10’ Front Setback Reduction</td>
<td>10</td>
</tr>
<tr>
<td>Sustainable Density Bonus &amp; Lot Size Reduction (as shown in Table 3) and a 10’ Reduction in Building Separation</td>
<td>12</td>
</tr>
<tr>
<td>15’ Front Setback Reduction (MRD-3 Only)</td>
<td>15</td>
</tr>
<tr>
<td>20’ Min. Lot Frontage</td>
<td>20</td>
</tr>
<tr>
<td>Building Height Increase for Multi-Family, up to 2 additional stories</td>
<td>20</td>
</tr>
<tr>
<td>300 If. increase in Block Length</td>
<td>30</td>
</tr>
<tr>
<td>Expedited Preliminary Development Review (7 business days) (Pre-application meeting with Planning staff required)</td>
<td>35</td>
</tr>
<tr>
<td>No area, yard, height requirements, no frontage requirements</td>
<td>40</td>
</tr>
</tbody>
</table>

4. Development Review. The approved Sustainable Development Standards, design options, and incentives shall be noted and clearly drawn on all plans submitted for review by the Planning Department with the County Ordinance Number clearly marked. Final development review approval shall not be granted until all Standards have been met in accordance with the approved rezoning. All sustainable development standards shall be reviewed and inspected prior to the issuance of a Certificate of Occupancy.

2. Amendment of Zoning Appendix B, Article IV, Section 435.5. Section 435.5 of the Zoning Ordinance is hereby amended as follows: (All text in strikethrough shall be deleted and all text shown underlined and bolded shall be added)

435.5 Gross Density

The number of dwelling units divided by the total project area.

3. Amendment of Zoning Appendix B, Article IV, Section 445. Section 445 of the Zoning Ordinance is hereby amended as follows: (All text in strikethrough shall be deleted and all text shown underlined and bolded shall be added)


The total number of dwelling units divided by the buildable acreage. Buildable acreage being that portion of a tract or parcel of land which can be developed, not including existing platted rights-of-ways and utility easements, natural water bodies (streams/lakes), and wetlands under the jurisdiction of the U.S. Army Corps of Engineers unless such wetlands are to be filled upon issuance of a “fill” permit. Wetland buffers may be included in the developable acreage, but may not be encroached upon unless specified by a permit and approved development plan.
Decision Memorandum

Date: October 21, 2020
Prepared by:  H. Randolph Haldi, Deputy County Attorney/Property Manager
Re: Lease for office space to South Carolina Department of Natural Resources

ISSUE:

Entering into a new Lease Agreement between Horry County and the South Carolina Department of Natural Resources for office space at the old Aynor fire station in Aynor, South Carolina.

DISCUSSION:

Horry County staff has entered into discussions with SC DNR for a 5-year lease of approximately 3,450 sq. ft. of office space within the old Aynor fire station. The property that is the subject of the proposed lease is currently unoccupied, and a lease would provide the benefit of SC DNR services to citizens and residents in the western areas of Horry County.

Staff has reviewed the standardized SC Department of Administration lease form provided by SC DNR for lease of commercial space to a state agency, and feels that the terms proffered and generally agreeable between Horry County and SCDNR for the requested space are consistent with the value and use of the property, will not conflict with other operations at the facility, and will benefit the County by providing convenient access to government services for Horry County residents and otherwise provide a beneficial use of the subject property.

RECOMMENDATION:

Staff recommends that Horry County Council enact the attached proposed Ordinance authorizing the Administrator to engage in lease negotiations with the South Carolina Department of Natural Resources in the best interest of the County, and to execute a Lease Agreement substantially similar to that attached to the proposed Ordinance.
AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH THE S.C. DEPT. OF NATURAL RESOURCES OF CERTAIN COUNTY-OWNED OFFICE SPACE AT THE OLD AYNOR FIRE STATION.

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

WHEREAS, the South Carolina Department of Natural Resources has requested that the County enter into a new lease for certain office space located within the old Aynor fire station; and

WHEREAS, County Council is of the opinion that such a lease arrangement is consistent with the value and use of the property, and will benefit the County by providing convenient access to government services for Horry County residents and otherwise provide a beneficial use of the subject property.

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

1. AUTHORIZATION: The Horry County Administrator, for and on behalf of Horry County, is hereby authorized and directed to engage in lease negotiations with the South Carolina Department of Natural Resources in the best interest of the County, and to execute a Lease Agreement substantially similar to that attached hereto and incorporated herein by reference, subject to any requisite approvals by any agency having authority over the subject matter and terms of the Lease Agreement or the property in question.

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

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

4. EFFECTIVE DATE. This Ordinance shall become effective on Third Reading.
AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this _____ day of ________________, 2020.

HORRY COUNTY COUNCIL

_______________________________
Johnny Gardner, Chairman

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

Attest:

_______________________________
Patricia S. Hartley, Clerk to Council

First Reading:
Second Reading:
Third Reading:
GOVERNMENTAL REAL ESTATE LEASE

THIS LEASE AGREEMENT (the “Lease”) is made as of the Effective Date (which is the date on which the Department of Administration, Real Property Services, approves this Lease as set forth on the signature page) by and between: Horry County (the “Landlord”) having an address at 1301 Second Avenue, Conway, South Carolina 29526, and the South Carolina Department of Natural Resources (the “Tenant”), an agency, institution, department (including any division or bureau thereof) or political subdivision of the State of South Carolina having an address at P.O. Box 167, Columbia, South Carolina 29202.

ARTICLE 1 - DEMISE OF PREMISES

1.1. Landlord hereby leases and lets to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the premises (the “Demised Premises”) consisting of 3,450 rentable square feet on the first (1st) floor of the building (the "Building") located at 640 9th Avenue, Aynor, South Carolina 29511, in the County of Horry, State of South Carolina (the “Land”), together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto. A floor plan of the Demised Premises is attached hereto as Exhibit A.

ARTICLE 2 - TERM

2.1. This Lease is effective as of the date of the last signature (the “Effective Date”). The term of this Lease shall be five (5) years (the “Term”). The Term of this Lease shall begin on September 1, 2020, (the "Commencement Date") and, unless terminated or extended, shall end on August 31, 2025, (the “Termination Date”).

ARTICLE 3 - RENT

3.1. Tenant shall pay rent (the “Rent”) to Landlord during the first year of the Initial Term at the rate of $14.00 per rentable square foot (rounded), an annual aggregate amount of $48,300.00, payable in equal monthly installments of $4,025.00 in advance on or before the tenth (10th) day of each consecutive calendar month.

3.2. Rentable square footage shall be determined in accordance with the Standard Method for Measuring Floor Area in Office Buildings published by the Building Owners and Managers Association International (“BOMA”), as revised and adopted June 7, 1996.

3.3. All rental payments to be made by Tenant pursuant to this Lease shall be apportioned and prorated as of the Commencement Date and the Termination Date or as of the date of an earlier termination pursuant to this Lease, as the case may be.

3.4. Unless notified otherwise in writing, all payments of Rent shall be mailed to Landlord at:

Horry County Finance Department
1301 Second Avenue
Conway, South Carolina 29526

ARTICLE 4 - USE

4.1. Tenant shall have the right to use the Demised Premises for any lawful purpose. At the Commencement Date of this Lease, Tenant plans to use the Demised Premises for office use relating to its mission.
4.2. If during the Term the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 4.1, then Tenant, at its option, may terminate this Lease, whereupon the Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 5 - ASSIGNMENT AND SUBLETTING

5.1. Tenant shall have the absolute right to assign this Lease or sublet the Demised Premises to any State agency, institution, department, bureau, political subdivision or State-operated entity, and, with the prior written consent of Landlord, which shall not be unreasonably withheld, to any other person or party, provided that any such assignment or sublease shall be upon the same terms and conditions as this Lease.

5.2. Any act required to be performed by Tenant pursuant to the terms of this Lease may be performed by any assignee or sub-lessee of Tenant and the performance of such act shall be deemed to be performance by Tenant.

ARTICLE 6 - SERVICES

6.1. The services provided by the Landlord to Tenant as part of Rent shall include, but are not limited to, water (hot and cold water) and sewer, lighting, heating, ventilating, air conditioning, electricity, janitorial service, fire detection service, fire suppression, grounds maintenance, general building maintenance, building equipment maintenance, electrical systems maintenance, HVAC maintenance, plumbing maintenance and any other service necessary to maintain and operate all Building and site improvements. Services provided by the Landlord shall include all service charges, labor, materials and supplies.

6.2. Tenant shall have the option but not the obligation to separately meter all utilities servicing the Demised Premises and to make direct payment for such utility services to the suppliers thereof. If such option is exercised, Tenant shall notify the Landlord in writing and Rent shall be adjusted to exclude those services separately metered.

ARTICLE 7 – LANDLORD’S REPRESENTATIONS AND WARRANTIES

7.1. Landlord represents and warrants to Tenant that:

(a) Landlord is the owner of the Land and Building in fee simple, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Demised Premises as contemplated by this Lease; that Landlord has full right, power and authority to execute and deliver this Lease and to grant to Tenant the exclusive use and possession of the Demised Premises;

(b) The use of the Demised Premises contemplated by the Lease will be a permitted use under all applicable statutes, codes, rules, regulations and ordinances now in effect and, to the best of the Landlord's knowledge, there are no pending proceedings or plans to change such statutes, codes, rules, regulations and ordinances;

(c) Neither the Land, the Building nor the Demised Premises, nor any portion thereof, is being condemned or taken by eminent domain and, to the best of the Landlord’s knowledge, no such proceedings are contemplated by any lawful authority;

(d) To the best of Landlord’s knowledge and belief, there is available to the Building and the Demised Premises adequate public water, gravity fed storm and sanitary sewers, electricity and telephone service for Tenant’s intended use of the Demised Premises as described in this Lease;
(e) Landlord will not discontinue any service required to be provided by Landlord pursuant to this Lease and, if any such discontinuance is contemplated, Landlord will provide Tenant with written notice at least thirty (30) days prior thereto together with a statement of the appropriate reduction in Rent as compensation for such discontinuance;

(f) Landlord will keep the Land, the Building and the Demised Premises in good order and repair and make all reasonable improvements to maintain the Land, the Building and the Demised Premises in the same condition as at the commencement of this Lease;

(g) Landlord will keep the Building and the Demised Premises protected against flood, storm, water leakage through roofs and windows and against other hazards of nature and will repair or protect same from such hazards within ninety (90) days after Landlord has notice of damage or the need for repair;

(h) Landlord will repair and remediate any damage and environmental hazard (including mildew and mold) to the Building and/or the Demised Premises resulting from water damage within ninety (90) days after Landlord has notice of damage or the need for repair;

(i) Landlord will be responsible for any asbestos testing needed and asbestos abatement required as a result of Renovations or Improvements, as defined in Article 10 herein below, made by Landlord or Tenant;

(j) Landlord will provide peaceful and quiet enjoyment of the Demised Premises to Tenant and will not allow such peaceful and quiet enjoyment to be disrupted or interfered with by any other tenant in the Building, by Landlord, by anyone claiming under Landlord or any other person, party or entity;

(k) To the best of Landlord’s knowledge, the common areas of the Building and the Land comply with the Americans with Disabilities Act of 1990 and the rules and regulations promulgated thereunder (the “ADA”) together with any amendments thereto;

7.2. Landlord acknowledges that Tenant is relying upon each of the representations and warranties set forth in subparagraph 7.1 and that the matters represented and warranted by Landlord are substantial and material to Tenant. In the event such representations and warranties shall be breached by Landlord, Tenant, at its sole election, may terminate this Lease in accordance with subparagraph 13.1(e).

ARTICLE 8 – TENANT’S COVENANTS

8.1. Tenant covenants and agrees that it shall:

(a) Pay Rent when due (provided a written invoice is submitted thirty (30) days in advance to the Tenant by the Landlord) provided, however, that should any rent become more than fifteen (15) days past due, Landlord shall give Tenant notice in writing to pay the same within fifteen (15) days of receipt of such notice;

(b) Maintain the Demised Premises in a clean and good condition and return the Demised Premises to Landlord at the termination of this Lease in accordance with Article 17 hereof. Tenant shall not be obligated to make any repairs arising out of or in any way caused by 1) settling, 2) defects in labor, workmanship, materials, fixtures or equipment employed, supplied or installed by or on behalf of Landlord, or 3) the negligence of Landlord, its agents or employees.

(c) Comply with all statutes, codes, ordinances, rules and regulations applicable to the Demised Premises;

(d) Give Landlord reasonable notice of any accident, damage, destruction or occurrence affecting the Demised Premises; and
(e) Allow Landlord reasonable access to the Demised Premises for inspections.

**ARTICLE 9 - ARCHITECTURAL BARRIERS**

9.1. Landlord covenants and agrees that the Land, Building and Demised Premises, being open to the public, shall comply with any and all applicable State statutes, codes, regulations and ordinances (any of which is hereinafter referred to as “Law” or collectively as “Laws”) with respect to architectural barriers or design that would prohibit free and full access to and use of the Land, Building, Demised Premises or any part thereof by the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises do not so comply as of the Commencement Date of this Lease, Landlord shall, at Landlord's sole cost and expense and within ninety (90) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law.

**ARTICLE 10 - ADDITIONS, IMPROVEMENTS AND ALTERATIONS**

10.1. Tenant may, with the prior written consent of Landlord, which shall not be unreasonably withheld, make nonstructural additions, improvements or alterations to the Demised Premises (“Improvements”) at its sole cost and expense. Each such improvement shall be completed in a good and workmanlike manner and in accordance with all applicable codes, rules and regulations. Tenant shall advise Landlord, when requesting consent to install Tenant Improvements, with Tenant to remove the Improvements at the termination of this Lease at the option of the Landlord. If Landlord elects not to require removal of the Improvements, the Improvements shall become part of the Demised Premises and subject to this Lease. If the Improvements will be removed by Tenant, Tenant shall restore the Demised Premises to its condition prior to such installation, reasonable wear and tear and damage by fire or other casualty excepted.

10.2. Landlord agrees that all trade fixtures, signs, equipment, furniture or other personal property of whatever kind or nature kept or installed at the Demised Premises by Tenant shall not become the property of Landlord or a part of the realty no matter how affixed to the Demised Premises and may be removed by Tenant at any time and from time to time during the Term of this Lease.

**ARTICLE 11 - CONDEMNATION AND CASUALTY**

11.1. If there is any damage to or destruction of the Building, the Demised Premises or any portions thereof, or if any proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain (“Taking”), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2. If the restoration, replacement or rebuilding of the Building or the Demised Premises or any portion thereof as nearly as practicable to its value, condition and character immediately prior to any damage, destruction or Taking (“Restoration”) can be completed within ninety (90) days after the occurrence, Tenant may elect to either (a) terminate the Lease immediately upon providing notice to Landlord or (b) allow Landlord to commence and complete Restoration of the Building and the Demised Premises.

11.3. If Tenant elects to allow Landlord to Commence and complete Restoration of the Building and the Demised Premises and Restoration cannot be completed within ninety (90) days after the occurrence, then Tenant may terminate this Lease by notice to Landlord given within ten (10) days following the earlier to occur of (a) the date the Restoration should have been completed, or (b) the date on which Landlord advises Tenant that the Restoration cannot be completed within ninety (90) days of the occurrence, whereupon Rent and all other payments by Tenant hereunder shall be apportioned as of the date of the damage, destruction or Taking.
11.4. Upon damage or destruction to the Building or the Demised Premises or upon a Taking thereof which does not result in termination, Rent and all other payments and charges payable by Tenant hereunder shall abate as of the date of the occurrence, or in the case of partial damage, destruction or Taking which does not cause Tenant to discontinue use of the Demised Premises as contemplated herein, the Rent and all other payments and charges shall be equitably apportioned.

11.5. Nothing contained herein shall be deemed or construed to prevent Tenant from asserting and prosecuting a claim for the value of its leasehold estate, its leasehold improvements or moving and related costs in the event of any Taking.

**ARTICLE 12 – INSURANCE AND TAXES**

12.1. Landlord shall pay, when due, real estate taxes assessed against the Land and Building during the Term, if any, of this Lease.

**ARTICLE 13 - TENANT CANCELLATION PRIVILEGE**

13.1. Notwithstanding the Commencement Date and Termination Date set forth in subparagraph 2.1 of this Lease, Tenant shall have the right to cancel this Lease or to relinquish any portion of the Demised Premises upon giving Landlord thirty (30) days written notice of its cancellation hereof upon the occurrence of any one or more of the following:

(a) If appropriations, revenue, income, grants or other funding, from any source (including but not limited to Federal, State and/or County sources), are not provided to the Tenant in an amount sufficient to carry out the purposes and programs of Tenant, including the payment of Rent and all other payment obligations of Tenant pursuant to this Lease, the sufficiency of such funds to be determined solely by the Department of Administration, Real Property Services; or

(b) If the Tenant is dissolved or no longer performs the functions and purposes ascribed to it; or

(c) If public space becomes available for Tenant in substitution for private space being leased by Tenant; or

(d) If at any time during the Term, if any, the square footage in the Demised Premises is, in the sole opinion of the Department of Administration, Real Property Services, inadequate, insufficient or unnecessary for the normal operations and maximum efficiency of Tenant; or

(e) If Landlord shall have breached any covenant, condition, representation or warranty made by Landlord in this Lease and such breach shall have continued uncured or uncorrected for a period of thirty (30) days after notice by Tenant to Landlord of such breach and request to cure or correct, or as otherwise stated herein; or

(f) If Landlord rejects Tenant’s request for additional space in the Building upon the same terms and conditions as stated herein, including the annual rate per rentable square foot for rent.

13.2. In addition to the cancellation privileges set forth in subparagraph 13.1, Tenant shall also have the right to cancel this Lease or any portion of the Demised Premises at any time after the first six (6) months of the Term by giving sixty (60) days’ written notice to Landlord of Tenant’s intention to vacate all or a portion of the Demised Premises, which notice may be provided within the first six (6) months of the Term, to relocate to a building owned or otherwise controlled by the State of South Carolina or any County or City in the State of South Carolina.

13.3. Tenant shall have the right to reduce the size of the Demised Premises during the Term of the Lease with no continuing obligation under this Lease pertaining to such space by providing Landlord at least thirty (30) days prior written notice identifying the space to be vacated and the date on which Tenant intends to vacate such space. Should
Tenant exercise its right to reduce space, Tenant shall relinquish space which is (i) contiguous with any previously relinquished or otherwise vacant space on the same floor; and/or (ii) is reasonably marketable to a third party. Tenant’s rights under this section are separate and in addition to any space that may be relinquished under this Article 13. Rent shall be reduced by the amount of space relinquished multiplied by the applicable annual rate per square foot as stated in subparagraph 2.1 hereinabove.

ARTICLE 14 - EXEMPTIONS

14.1. Landlord and Tenant agree that Tenant shall be specifically exempt from the payment, furnishing or providing to Landlord of any of the following:
   (a) Security deposits for any rents or other charges to be paid by Tenant pursuant to this Lease or for any service or item supplied to Tenant by Landlord;
   (b) Liquidated or punitive damages for any cause or reason;
   (c) Landlord’s attorneys’ fees, court costs or costs of collection in connection with any action or inaction by Tenant under this Lease;
   (d) Any form of insurance coverage for Landlord or any person or entity other than Tenant or for any real or personal property of any party other than Tenant including, but not limited to, fire, comprehensive general public liability or contractual liability; provided, however, that this provision shall not apply to the payment by Tenant of its portion of the costs for the insurance required to be maintained by Landlord in accordance with Article 12 of this Lease;
   (e) Any indemnification, hold harmless, release or waiver agreement by Tenant to Landlord or any other person, party or entity; and
   (f) Payment of any late charges or penalties for failure by Tenant to make payment of Rent, additional rent or any other charges payable to Landlord pursuant to this Lease.

ARTICLE 15 - MINOR REPAIRS

15.1. If at any time during the Term, if any, Tenant shall find in the Demised Premises items in need of repair or replacement, including, but not limited to, torn or damaged carpet, improper or inadequate lighting, faulty workmanship in construction, inoperative door locks or other similar deficiencies which affect Tenant’s use and enjoyment of the Demised Premises, Tenant shall give written notice thereof to Landlord and Landlord shall, at its sole cost and expense, repair, replace or otherwise cure the deficiencies described by Tenant within thirty (30) days of the date of Tenant’s notice thereof. In the event Landlord shall fail or refuse to repair, replace or cure the deficiency within the time aforesaid and the cost of such repair, replacement or cure is less than $3,000, Tenant shall have the right, but not the obligation, to undertake such repair, replacement or cure. In the event Tenant does not undertake such repair, replacement or cure, irrespective of the cost thereof, and Landlord shall not have repaired, replaced or cured such deficiency within sixty (60) days of the date of Tenant’s notice to Landlord of such deficiency, Tenant may, at its option, terminate this Lease, whereupon the Rent and all other charges payable hereunder by Tenant shall be apportioned as of such date of termination.

ARTICLE 16 - SURRENDER

16.1. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Demised Premises to Landlord in good order and condition, except for ordinary wear and tear, permitted additions, improvements or
alterations made by Tenant and the results of any damage, destruction or Taking. Tenant shall remove from the Demised Premises on or prior to such expiration or earlier termination all of its property situated therein.

**ARTICLE 17 - NOTICES**

17.1. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when either (i) personally delivered, or (ii) sent by first class mail, postage prepaid, or (iii) delivered, costs prepaid, by any reputable delivery service that provides written evidence of delivery, or (iv) sent during normal business hours by facsimile transmission or other electronic transmission, including e-mail, that is evidenced by written mechanical confirmation of delivery or written confirmation from the recipient that the transmission was received, in which case notice shall be deemed given on the date of facsimile or electronic transmission. Notice shall be given at the addresses appearing below:

**Landlord:**
Horry County Administrator  
1301 Second Avenue  
Conway, South Carolina 29526  
Email: haldir@horrycounty.org

**Copy to:**
Office of the County Attorney  
1301 Second Avenue  
Conway, South Carolina 29526  
Email: haldir@horrycounty.org

**Tenant:**
South Carolina Department of Natural Resources  
P.O. Box 167  
Columbia, South Carolina 29202  
Email: spearess@dnr.sc.gov

**Copy to:**
Department of Administration  
Real Property Services  
1200 Senate Street, 6th Floor  
Columbia, South Carolina 29201  
Email: RPS@admin.sc.gov

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.
ARTICLE 18 - AMENDMENTS

18.1. This Lease may not be amended, modified or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination or waiver shall be effective for any purposes unless it is in writing and signed by the party against whom enforcement thereof is sought.

ARTICLE 19 - HOLDOVER

19.1. In the event Tenant shall remain in the Demised Premises after the Term, as the case may be, has expired and Tenant shall have failed to give notice to Landlord of Tenant's intent to extend this Lease hereof, Tenant shall be deemed to be a tenant from month to month and Tenant shall continue to pay the Rent last in effect under the Lease until either Landlord or Tenant, by thirty (30) days’ written notice to the other, shall terminate this Lease, whereupon the Rent and all other charges payable by Tenant hereunder shall be apportioned as of such date of termination.

ARTICLE 20 – PARKING

20.1. Tenant shall have full access to and free use of the Elm Street parking lot surrounding the Building. Landlord shall be responsible for maintaining the Elm Street parking lot in good repair. Landlord shall provide nine (9) parking spaces onsite at no additional charge. All nine (9) of the parking spaces shall be reserved for Tenant designated use.

ARTICLE 22 - MISCELLANEOUS

21.1. If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

21.2. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

21.3. This Lease may be executed in counterparts, each of which when so executed and delivered, shall constitute an original, fully executed counterpart for all purposes, but such counterparts shall constitute but one instrument.

21.4. The article headings of this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

21.5. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

21.6. In the event Landlord is involved in any bankruptcy or insolvency proceedings and Landlord’s trustee fails to perform or rejects any of the Landlord's obligations under this Lease, Tenant shall have the option to terminate this Lease.

21.7. Exhibit “A” (Floor Plans) and Exhibit B (Tenant Estoppel Certificate) referred to in this Lease are incorporated herein and made a part hereof.

21.8. Any amendment, renewal, subordination, non-disturbance, attornment, estoppel or other agreement affecting a change to the terms and conditions herein and requiring the signature of Tenant requires the approval of Real Property Services.

21.9. This Lease is subject to and conditioned upon the approval of Real Property Services and shall be of no force or effect until the consent of such office shall be endorsed herein.
21.10 The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic or telefaxed signature (hereinafter, an “Electronic Signature”) of any party or approver on this Lease shall be deemed valid and binding and admissible by any party against any other party as if same were an original ink signature. The parties further acknowledge and agree that they (a) intend to be bound by any Electronic Signatures affixed to this Lease, (b) are aware that the other party or parties will rely on any such Electronic Signatures, (c) such an electronically signed Lease may not be denied legal effect or enforceability solely because it is in electronic form or signed with an Electronic Signature, and (d) the foregoing provisions regarding Electronic Signature apply solely to the execution of this Lease, and shall in no event be deemed to amend any other written obligations of any party (including, but not limited to, any notice provisions) set forth in this Lease.

[Remainder of page intentionally left blank; signature page to follow.]
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year indicated under their signature.

WITNESS:

LANDLORD:
Horry County

(witness signature) (signature for landlord)

(printed name and title of signatory)

(date signed by landlord)

WITNESS:

TENANT:
South Carolina Department of Natural Resources

(witness signature) (signature for tenant)

(printed name and title of signatory)

(date signed by tenant)

This Lease is approved in accordance with the South Carolina Code of Regulations §19-447.1000 by the Department of Administration, Real Property Services, this _____ day of __________________, 20__.
EXHIBIT “A”

FLOOR PLANS

TO BE ATTACHED
EXHIBIT “B”
TENANT ESTOPPEL CERTIFICATE

Landlord: ________________________________

Tenant: ________________________________

Lease dated: ________________________________

Amendments dated: ________________________________

This is to certify that as of this date of execution and to the best of Tenant’s actual knowledge:

1. The undersigned is lessee (“Tenant”) under that certain lease dated _____________________________ (“Lease”) by and between _____________________________, as landlord (“Landlord”) and __ _____________________________, as tenant (“Tenant”), relating to _____________________________ (the “Premises”).

2. The current term of the Lease commenced on _____________________________ and will expire on _____________________________, excluding any unexercised renewals.

3. The current monthly rent paid under the Lease is $ ________________.

4. To the best of Tenant’s knowledge, the use, maintenance or operation of the Premises complies with the terms of the Lease, except as otherwise set forth in Exhibit “A” (attached and incorporated herein by reference).

5. Except as otherwise set forth in Exhibit “B” (attached and incorporated herein by reference), no default has occurred under the terms of the Lease.

6. The Lease has not been modified, changed, altered, assigned, supplemented or amended in any respect except to the extent specified above. The Lease is not in default and is valid except to the extent specified above. The Lease represents the entire agreement between the Landlord and the Tenant with respect to the Premises. The terms of this Lease are in full force and effect as of the date of this document.

7. To the best of Tenant’s knowledge, the Tenant has not received any notices, written or oral, of violation of any environmental or zoning law relating to the use, maintenance or operation of the Premises.

8. To the extent there is any conflict between a provision in this Certificate and a provision of the Lease, the provision in the Lease shall control.

[_____] TENANT [_____] LANDLORD INITIALS
An inspection of the Premises has not been conducted for the purpose of this Certificate. This document shall not be construed as a waiver of any rights, benefits, or interest the Tenant has under the above-referenced Lease.

The undersigned is authorized to execute this Tenant Estoppel Certificate on behalf of the Tenant.

Dated this ______ day of ____________________, 20____.

The undersigned hereby certifies that the certifications set forth above are true as of the execution date.

“LANDLORD”
By: _____________________________        Dated: ___________________________
Its: _____________________________

“TENANT”
By: _____________________________        Dated: ___________________________
Its: _____________________________
   Title

The form of this Certificate is approved by the South Carolina Department of Administration, Real Property Services, this ___ day of ________________, 20__.

____________________________________
Name:
   Title:
EXHIBIT A

As of the date of this Certificate and to the best of Tenant’s knowledge, the following issues and/or items regarding the use, maintenance or operation of the Premises need to be addressed pursuant to the terms and conditions of the Lease:

*If not applicable, initial here: _____ [Tenant]*

[_____] TENANT [_____] LANDLORD INITIALS
EXHIBIT B

As of the date of this Certificate and to the best of Tenant’s knowledge, the following constitute a default pursuant to the terms and conditions of the Lease:

*If not applicable, initial here: _____ [Tenant]*