INFRASTRUCTURE & REGULATION COMMITTEE
2:00 P.M., Tuesday, February 9, 2021

I. Invocation

II. Public Input

III. Approval of Agenda

IV. Approval of Minutes – November 16, 2020

V. Discussion Items
   a. Briefing on Business License / David Schwerd pg. 4
   b. Disadvantaged Business Enterprise (DBE) - additional bid requirements / Al Allen
   c. Comprehensive Plan Amendment / Al Allen
   d. Coast RTA Update / Brian Piascik pgs. 5-10
   e. MYR Air Service Development Program / Scott Van Moppes
   f. Longs Fire Station Update /John Barnhill pg. 11
   g. Storm Water Update/Thom Roth pgs. 12-15

VI. Resolutions
   a. Resolution to accept the road(s) and drainage in the following subdivisions into the Horry County Maintenance System. / David Gilreath
      1) Bella Vita Phase 1D (Tessera Way, Terenzio Way, Vinesia Drive & Villena Drive) pgs. 16-18
      2) Elsie’s Park (Treaty Court) pgs. 19-21
      3) The Farm at Timberlake Phase 2C (Timberlake Drive, Ranch View Drive and Oat Fields Drive) pgs. 22-24
      4) Hampton Park Phase 1 (Hampton Park Circle) pgs. 25-27
      5) Inlet Reserve (Bucky Loop, Star Lake Drive and Star Oak Drive) pgs. 28-30
      6) Lochaven Subdivision Phase 1A (Clear Lake Drive, Coquina Bay Drive, Sunforest Way, Hickory Glen Drive, and Falcon Terrace Court) pgs. 31-33
      7) The Parks at Carolina Forest Phase 3 (Berkeley Village Loop, Waver in Place Loop, Laurens Mill Drive and Stony Landing Road) pgs. 34-36
      8) Queen’s Park (Philbert Drive, Craigflower Court and Royal Jay Lane) pgs. 37-39
      9) Timber Ridge (Red Maple Loop and Pine Oak Lane) pgs. 40-42
      10) Windsor Farms Phase 1B (Maiden’s Choice Drive and Shallow Cove
Resolution to authorize the transfer of funds designated for the 2020 Aynor Harvest Hoedown Festival for Alternative Uses. / David Jordan pg. 46

Resolution to accept the donation of property for the extension of Postal Way and instruct the Administrator to enter into an agreement for its acceptance. / David Jordan pgs. 46-52

**VII. Ordinances**

**a.** AN ORDINANCE TO AUTHORIZE AND APPROVE FEE IN LIEU OF TAX AGREEMENTS BY AND BETWEEN Horry County, South Carolina and Battle Solar, LLC, Wayfair Solar, LLC, Holliday Solar I, LLC, Holliday Solar II, LLC, and Holliday Solar III, LLC, EACH FOR A SOLAR ENERGY FACILITY PROJECT; TO PROVIDE FOR THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO. / David Jordan pgs. 53-56

**VIII. Council Member Comments**

**IX. Executive Session:** If needed

Approved 2/4/2021

David Gilreath, P.E., Asst. County Administrator/I&R Division/Date

Approved 2/4/2021

The Honorable Al Allen, Infrastructure & Regulation Chairman/Date

Approved 2/4/2021

Steven S. Gosnell, P.E., Horry County Administrator/Date
MINUTES
HORRY COUNTY COUNCIL
Infrastructure & Regulation Committee Meeting
Council Conference Room
November 16, 2020
9:00 a.m.

MEMBERS PRESENT: Al Allen, Chairman and Paul Prince

MEMBERS ABSENT: Bill Howard and Danny Hardee

OTHERS PRESENT: Steve Gosnell; Pat Hartley; David Gilreath; Randy Webster; Barry Spivey; David Schwerd; Randy Haldi; Thom Roth, John Barnhill; Jamie Thompkins; David Jordan; Paul McCullough 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. Prince moved to approve the agenda contents. The motion was unanimously passed.

APPROVAL OF MINUTES: Mr. Prince moved to approve the minutes for October 27, 2020 as submitted. The motion was unanimously passed.

DISCUSSION ITEMS:

Briefing on December 5, 2020 Memorial for victims of 1972 plane crash in Horry County: Mr. Jamie Thompkins asked if he needed to give some background for anyone not familiar with the memorial. Mr. Allen suggested he share a brief background. Mr. Thompkins noted that on December 5, 1972 a special operation airplane out of Pope Air Force Base and three jets from McIntyre International Guard Base were practicing over Horry County. He explained some of the special features on the big plane and noted it was the reason the incident was considered classified for thirty years. He gave a brief description of the details of the accident and noted there were two crews on board totaling twelve people. One crew was flying the plane and the other was observing. He noted that all twelve people’s remains were in the hole created by the impact of the crash and the International Guard pilot was found still in his parachute hanging from a tree. The total casualty count was thirteen.

He stated that Mr. Allen had asked him to look into the situation about fourteen months prior. They had decided on a historical marker and monument with the deceased airmen’s names listed. It would be placed at Station 28 (Joyner Swamp Volunteer Fire Station). They had been able to contact about half of the deceased airmen’s families. There was about thirty family members. Most wanted to come and several had committed to coming to the service. He summarized the schedule they would follow and mentioned that the different departments that would assist and join the service. Included would be the Police Department, the Sheriff’s Department and the Fire Department. In addition, representatives of the South Carolina National Guard would arrive by Black Hawk helicopter that would land across the street. He summarized who would be speaking and explained how everyone would be escorted to the memorial site. He added that he would personally escort any family members that wanted to visit the crash site.
Mr. Allen thanked Mr. Thompkins, Mr. McCullough and Mr. Webster for all of their assistance in helping with all the arrangements.

Mr. Thompkins added he did have a concern about the trash along Tyler Road and he wanted it to look as nice as possible. Mr. Gilreath commented he would make sure it was taken care of.

**Longs Fire Station Update:** Mr. John Barnhill noted that the Longs Fire Station was out for bid and was expecting to receive bids by the first week in December. There was a site visit scheduled for the prospective contractors the following Thursday. They were planning to award the contract by the third week in December and he expected that by the January 1, they would be on site.

Mr. Prince stated he would like to see it started before Christmas since it had taken so long. Mr. Allen asked Mr. Gilreath to park a backhoe on the property and get a picture for Mr. Prince and Mr. Causey. He added that they had run into some issues but were back on track.

**Ricefield Cove Landing Update:** Mr. Paul McCullough stated they had met with the delegation and had requested $35,000.00 from the Department of Natural Resources recreation funds. It would be used to purchase 1/2 acre property from the adjacent property owner. He noted it was a very popular landing especially for the non-boaters who used the big open area for fishing. It was located off Hwy 9 in Nichols in District 10. Mr. Webster had been working with the owner and had an agreed purchase price and the survey was in progress. He hoped it would be finalized by the first of the year.

Mr. McCullough also thanked Mr. Prince for all of his years of service to the County and always being a friend to Parks and Recreation.

**Storm Water Update:** Mr. Thom Roth presented the map to show the continuing activity throughout the County. They had completed 133 service requests, 95 work orders and were still working on the beaver situation noting there were still 92 active beaver sites. He commented that they had a couple of projects that were out for bid for contracting. One of them was Grier Crossing now that they finally had all the easements after working on them for almost two years. They were going to clean a couple of ditches, add some piping and upsize the pipe underneath Byrd Road. The other project out for bid was Folly Road relating to the drainage in Socastee mostly due to inadequate piping. They would be cleaning some ditches and replacing two 36-inch pipes that emptied into the Intracoastal Waterway. They would replace them with a box culvert, which would improve the drainage in the area greatly. He mentioned Socastee Creek, where they received funding from Heather Crawford with the State and noted they had received a report with two good recommendations on some improvements. They had checked back with the engineers to take a closer look at it, get some price estimates and possibly go forward to make those improvements. They had finally gotten the easements for Simpson Creek and the approval from the Corp. and the go ahead to do the work. The EWP was finished as well as all the repairs on Buck Creek and Simpson Creek. The only area missed was the lower section of Buck Creek because it continually stayed underwater.

**RESOLUTIONS:**

**Resolution to accept the road(s) and drainage in the following subdivisions into the Horry County Maintenance System:** Mr. Gilreath stated the following roads had been designed, built and inspected for acceptance of dedication. **Mr. Prince moved to approve and the vote was unanimous.**

1) Harmony at St. James Phase 3 includes .23 miles (Harmony Lane, Affinity Drive, and Promise Place)
2) Harmony at St. James Phase 4 includes .26 miles (Promise Place)

**ORDINANCES:**

**An ordinance to adopt the Horry County Preservation Plan as an amendment to the Horry County Comprehensive Plan, Imagine 2040.** Mr. Schwerd referred to Ms. Lou Conklin, the Senior Planner for the Historic Preservation Commission. She would summarize the amendment to the Comprehensive Plan.
Ms. Conklin explained it was an update to the 2040 Plan and the objective was to protect historic places. They had added 101 additional properties since the 2013 Plan.

Mr. Allen approved to move it to full Council. Mr. Prince agreed.

COUNCIL COMMENTS:

Mr. Prince suggested they look at a type of business license for people coming into the County and local residents in order to go into business. He commented there was still tens of thousands of acres in the County that were unincorporated with low population numbers. He wanted to simplify the process in order to encourage people to open businesses in the area. The process should be less restrictive.

Mr. Allen suggested they look at creating some type of local business plan that would help and encourage people that would also give them the home field advantage.

Mr. Gilreath stated that he thought that was something they could explore and would bring back something for them to review at the next meeting.

Mr. Gosnell noted it could be viewed as unfair to treat a selected group differently than other groups so they should keep that in mind.

Mr. Gilreath suggested they would do some research to see if they could streamline the process for small businesses as compared to larger ones.

Mr. Schwerd stated that he did like the idea of some small business entrepreneurial grant programs. He noted that the County had one of the most flexible and liberal home occupation ordinances than any district that had zoning. He wasn’t sure he wanted to open it up any more than had already been done although he was always open to simplifying things. Developing a small business incentive program would be a positive thing and he would welcome working with Economic Development to initiate that.

Mr. Allen moved to enter into executive session. Mr. Prince moved to exit executive session.

EXECUTIVE SESSION:

Mr. Randy Haldi noted that during executive session Council entered into discussion of negotiations incident to the proposed contractual arrangements and proposed sale or purchase of property. While in executive session, no decisions were made and no votes were taken.

ADJOURNMENT: Mr. Prince moved to adjourn at 9:45 a.m. and the vote was unanimous.
Business License Briefing

Zoning Integration

• Reallocated staff resources
  • Expedited Home Occupation applications
  • Inputting the application into permitting system immediately
  • Allowing application to be emailed and faxed to avoid delays

• Working on Brochure, Website and Social Media to better explain process

• Work with IT and other departments to create online application submittal and review process
MAKING THE RIGHT INVESTMENTS
32% Increase

- **Passengers**
  - 2019 - 544,378
  - 2018 - 526,226
  - 2017 - 505,313
  - 2016 - 456,473
  - 2015 - 413,000

**COAST RTA RIDERSHIP**

2019 Entertainment Shuttle transported 70,000 riders in 90 days.
Ridership is at about 60-70% of normal levels on fixed routes - 100% of daily paratransit ridership

COVID - 19 Impacts
- New Procedures/Protocols
- Health of employees
- When/will ridership return
- CARES Act

Package of Operational Increases
- October 1, 2020 > North Myrtle Beach/Carolina Forest
- April 1, 2021 > Socastee & Georgetown County Local Route
- June 1, 2021 > North Myrtle Beach Summer Shuttle
- October 1, 2021 > Conway/Aynor Connection
- Vanpool Program sometime in FY 21
- Will give us the data to show the benefit of a greater investment for the Region
- Start Small - up to 15 vans work up to 50 or so
- Turnkey Operation - limited need for staff time
  - Employer Focus - can opt to subsidize
  - Guaranteed Ride Home
  - Rider Pays ($4.5-$6.5/day) - Pay Pre-Tax
- Win with Business Community - Significant unmet need
- Ridership Will Increase 5307 Revenue Eventually
- Visibility for the Authority

VANPOOL V. BUS

WHAT IF?

50-60 Bus Commuter System – Year-Round Service with Vanpool
Grand Strand Connector Service
Summer Shuttles - with “Tourist Park Once” Strategy
Shoulder Season Service
Region-Wide Elderly & Disabled Transportation Program
Strategic “Steel-Wheel” Transit
Ongoing Efforts
- BIG BOY TRANSIT
- Track Record – Good Stewards of Public Dollars
- Programs/Marketing
  - Return to Pre-Pandemic Ridership
  - Educate on the Benefits of Transit
  - Work with Businesses
  - Find a champion

PLANNING
- Transit Development Plan (TDP)
  - Includes Brunswick and Possibly Williamsburg
  - Satisfies Funding Agreement Requirement
- On & Off Board Survey(s)
- Fare Structure/Technology/Fare Free
- Transit/Human Service Transportation Coordination
- Regional Transit Financial Analysis

Transit Plan – Financial Needs Revenue Stream w/ Best Fit and Adequate Yield

CAPITAL INVESTMENT
Moving to environmental clearance for our preferred site

Need to choose Locally Preferred Alternative (LPA) to federalize the project.

Local funding to purchase parcel - to be used as local match to federal dollars

Project will include redevelopment of Conway site to transit facility - $18.5M (ROM)

Need $1.25M (est.) to close funding gap
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Horry County Construction and Maintenance Department

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# STORMWATER REPORT JANUARY 2021

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## FIELDCREW COMPLETED WORK ORDERS

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## STORMWATER PERMITS & INSPECTIONS

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<td>Plans Reviewed</td>
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<td>Post BMP Inspections</td>
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<td><strong>Total Ditches Cleaned</strong></td>
<td><strong>236 Feet</strong></td>
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<td><strong>Total Ditches cleaned by hand</strong></td>
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<td><strong>Total Ditches Mowed</strong></td>
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<td><strong>Installed or Replaced Storm Drain</strong></td>
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<td><strong>Repaired Sinkholes</strong></td>
<td><strong>1 Projects</strong></td>
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## RAINFALL TOTAL IN INCHES

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<th>Year-to-Date 2020</th>
<th>Monthly 2021</th>
<th>Year-to-Date 2021</th>
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12
STORMWATER REPORT JANUARY 2021 - GRAPHS

COMPLETED SERVICE REQUESTS

COMPLETED WORK ORDERS

COMPLETED BEAVER COMPLAINTS

COMPLETED MOSQUITO COMPLAINTS
ISSUE

The developers of Bella Vita Phase 1D (Tessera Way, Terenzio Way, Vinesia Drive, & Villena Drive) = 0.47 miles in length (2481.60’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Bella Vita Phase 1D (Tessera Way, Terenzio Way, Vinesia Drive, & Villena 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 letter of credit for Bella Vita Phase 1D (Tessera Way, Terenzio Way, Vinesia Drive, & Villena Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
COUNTY OF HORRY ) RESOLUTION R- -20
STATE OF SOUTH CAROLINA )

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF BELLA VITA PHASE 1D (TESSERA WAY, TERENZIO WAY, VINESIA DRIVE, & VILLENA DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Bella Vita Phase 1D (Tessera Way, Terenzio Way, Vinesia Drive, & Villena 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 letter of credit guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Bella Vita Phase 1D (Tessera Way, Terenzio Way, Vinesia Drive, & Villena 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 Bella Vita Phase 1D (Tessera Way, Terenzio Way, Vinesia Drive, & Villena Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Bella Vita Phase 1D (Tessera Way, Terenzio Way, Vinesia Drive, & Villena Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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 Elsie’s Park (Treaty Court) = 0.14 miles in length (739.20’)
request the road and drainage be dedicated to Horry County.

PROPOSED ACTION
OPTION A: Approve acceptance into the County maintenance system of Elsie’s Park (Treaty Court).
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 Elsie’s Park (Treaty Court). 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 ELSIE’S PARK (TREATY COURT) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Elsie’s Park (Treaty Court) 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 Elsie’s Park (Treaty Court) 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 Elsie’s Park (Treaty Court) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Elsie’s Park (Treaty Court) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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 of The Farm at Timberlake Phase 2C (Timberlake Drive, Ranch View Drive, & Oat Fields Drive) = 0.71 miles in length (3748.80’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of The Farm at Timberlake Phase 2C (Timberlake Drive, Ranch View Drive, & Oat Fields 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 The Farm at Timberlake Phase 2C (Timberlake Drive, Ranch View Drive, & Oat Fields 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 THE FARM AT TIMBERLAKE PHASE 2C (TIMBERLAKE DRIVE, RANCH VIEW DRIVE, & OAT FIELDS DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers The Farm at Timberlake Phase 2C (Timberlake Drive, Ranch View Drive, & Oat Fields 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 The Farm at Timberlake Phase 2C (Timberlake Drive, Ranch View Drive, & Oat Fields 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 The Farm at Timberlake Phase 2C (Timberlake Drive, Ranch View Drive, & Oat Fields Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage The Farm at Timberlake Phase 2C (Timberlake Drive, Ranch View Drive, & Oat Fields Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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 Hampton Park Phase 1 (Hampton Park Circle) = 0.30 miles in length (1584’’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Hampton Park Phase 1 (Hampton Park Circle).

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 Hampton Park Phase 1 (Hampton Park Circle). 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 HAMPTON PARK PHASE 1 (HAMPTON PARK CIRCLE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Hampton Park Phase 1 (Hampton Park Circle) 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 Hampton Park Phase 1 (Hampton Park Circle) 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 Hampton Park Phase 1 (Hampton Park Circle) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Hampton Park Phase 1 (Hampton Park Circle) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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 of Inlet Reserve (Bucky Loop, Star Lake Drive, & Star Oak Drive) = 0.69 miles in length (3643.20’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Inlet Reserve (Bucky Loop, Star Lake Drive, & Star Oak 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 Inlet Reserve (Bucky Loop, Star Lake Drive, & Star Oak Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
COUNTY OF HORRY  
STATE OF SOUTH CAROLINA  

RESOLUTION R-  

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF INLET RESERVE (BUCKY LOOP, STAR LAKE DRIVE, & STAR OAK DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Inlet Reserve (Bucky Loop, Star Lake Drive, & Star Oak 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 Inlet Reserve (Bucky Loop, Star Lake Drive, & Star Oak 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 Inlet Reserve (Bucky Loop, Star Lake Drive, & Star Oak Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Inlet Reserve (Bucky Loop, Star Lake Drive, & Star Oak Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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 of Lochaven Phase 1A (Clear Lake Drive, Coquina Bay Drive, Sunforest Way, Hickory Glen Drive, & Falcon Terrace Court) = 1.03 miles in length (5438.40’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Lochaven Phase 1A (Clear Lake Drive, Coquina Bay Drive, Sunforest Way, Hickory Glen Drive, & Falcon Terrace Court).

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 Lochaven Phase 1A (Clear Lake Drive, Coquina Bay Drive, Sunforest Way, Hickory Glen Drive, & Falcon Terrace Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
COUNTY OF HORRY
STATE OF SOUTH CAROLINA

RESOLUTION R-20

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF LOCHAVEN PHASE 1A (CLEAR LAKE DRIVE, COQUINA BAY DRIVE, HICKORY GLEN DRIVE, FALCON TERRACE COURT, & SUNFOREST WAY) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Lochaven Phase 1A (Clear Lake Drive, Coquina Bay Drive, Sunforest Way, Hickory Glen Drive, & Falcon Terrace Court) 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 Lochaven Phase 1A (Clear Lake Drive, Coquina Bay Drive, Sunforest Way, Hickory Glen Drive, & Falcon Terrace Court) 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 Lochaven Phase 1A (Clear Lake Drive, Coquina Bay Drive, Sunforest Way, Hickory Glen Drive, & Falcon Terrace Court) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Lochaven Phase 1A (Clear Lake Drive, Coquina Bay Drive, Sunforest Way, Hickory Glen Drive, & Falcon Terrace Court) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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
The developers Parks at Carolina Forest Phase 3 (Berkley Village Loop, Wavering Place Loop, Laurens Mill Drive, & Stony Landing Road) = 0.60 miles in length (3168’) request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Parks at Carolina Forest Phase 3 (Berkley Village Loop, Wavering Place Loop, Laurens Mill Drive, & Stony Landing Road).

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 Parks at Carolina Forest Phase 3 (Berkley Village Loop, Wavering Place Loop, Laurens Mill Drive, & Stony Landing Road). 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 PARKS AT CAROLINA FOREST PHASE 3 (BERKLEY VILLAGE LOOP, WAVERING PLACE LOOP, LAURENS MILL DRIVE, STONY LANDING ROAD) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Parks at Carolina Forest Phase 3 (Berkley Village Loop, Waver Ling Place Loop, Laurens Mill Drive, & Stony Landing Road) 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 Parks at Carolina Forest Phase 3 (Berkley Village Loop, Waver ing Place Loop, Laurens Mill Drive, & Stony Landing Road) 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 Parks at Carolina Forest Phase 3 (Berkley Village Loop, Waver ing Place Loop, Laurens Mill Drive, & Stony Landing Road) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Parks at Carolina Forest Phase 3 (Berkley Village Loop, Waver ing Place Loop, Laurens Mill Drive, & Stony Landing Road) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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
The developers of Queen’s Park (Philbert Drive, Craigflower Court, & Royal Jay Lane) = 0.57 miles in length (3009.60’) request the road and drainage be dedicated to Horry County.

**PROPOSED ACTION**

**OPTION A:** Approve acceptance into the County maintenance system of Queen’s Park (Philbert Drive, Craigflower Court, & Royal Jay Lane).

**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 letter of credit for Queen’s Park (Philbert Drive, Craigflower Court, & Royal Jay Lane). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
COUNTY OF HORRY ) RESOLUTION R-20
STATE OF SOUTH CAROLINA )

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF QUEEN'S PARK (PHILBERT DRIVE, CRAIGFLOWER COURT, & ROYAL JAY LANE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Queen’s Park (Philbert Drive, Craigflower Court, & Royal Jay Lane) 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 letter of credit guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Queen’s Park (Philbert Drive, Craigflower Court, & Royal Jay Lane) 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 Queen’s Park (Philbert Drive, Craigflower Court, & Royal Jay Lane) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Queen’s Park (Philbert Drive, Craigflower Court, & Royal Jay Lane) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

HORRY COUNTY COUNCIL

________________________________________
Johnny Gardner, Chairman

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

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

Attest:

__________________________________
Patricia S. Hartley, Clerk to Council
County Council Decision Memorandum  
Horry County, South Carolina

Date: January 19, 2021  
From: David Gilreath, P.E.  
Division: Infrastructure & Regulation  
Prepared By: Alisha Johnson, Plan Expediter  
Cleared By: David Gilreath, P.E.  
Committee: Infrastructure & Regulation  
Issue: Acceptance into the Horry County Maintenance System

**ISSUE**

The developers Timber Ridge (Red Maple Loop & Pine Oak Lane) = 0.39 miles in length (2059.20’) request the road and drainage be dedicated to Horry County.

**PROPOSED ACTION**

**OPTION A:** Approve acceptance into the County maintenance system of Timber Ridge (Red Maple Loop & Pine Oak Lane).

**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 Timber Ridge (Red Maple Loop & Pine Oak Lane). 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 TIMBER RIDGE (RED MAPLE LOOP & PINE OAK LANE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Timber Ridge (Red Maple Loop & Pine Oak Lane) 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 Timber Ridge (Red Maple Loop & Pine Oak Lane) 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 Timber Ridge (Red Maple Loop & Pine Oak Lane) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Timber Ridge (Red Maple Loop & Pine Oak Lane) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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 Windsor Farms Phase 1B (Maidens Choice Drive & Shallow Cove Drive) = 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 Windsor Farms Phase 1B (Maidens Choice Drive & Shallow Cove 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 letter of credit for Windsor Farms Phase 1B (Maidens Choice Drive & Shallow Cove Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
COUNTY OF Horry  ) )  RESOLUTION R- -20
STATE OF SOUTH CAROLINA  )

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF WINDSOR FARMS PHASE 1B (MAIDENS CHOICE DRIVE & SHALLOW COVE DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers Windsor Farms Phase 1B (Maidens Choice Drive & Shallow Cove 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 letter of credit guaranteeing a three-year warranty; and

WHEREAS, the roads and drainage of Windsor Farms Phase 1B (Maidens Choice Drive & Shallow Cove 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 Windsor Farms Phase 1B (Maidens Choice Drive & Shallow Cove Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Windsor Farms Phase 1B (Maidens Choice Drive & Shallow Cove Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 16th day of February, 2021.

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
A RESOLUTION TO AUTHORIZE THE TRANSFER OF COUNTY FUNDS DESIGNATED FOR THE 2020 AYNOR HARVEST HOEDOWN FESTIVAL FOR ALTERNATIVE USES.

WHEREAS, in the Fiscal Year 2021 Budget, Horry County Council designated the sum of $10,000.00 to be paid to the Town of Aynor for the express purpose of expenses associated with the 2020 Aynor Harvest Hoedown Festival;

WHEREAS, due to the impacts COVID-19 pandemic and South Carolina restrictions on large gatherings, the Festival was canceled and no funds were utilized; and

WHEREAS, Horry County Council desires to reallocate those funds to capital projects at the Michael Morris Graham Park in Aynor for the benefit of citizens, residents, and visitors of Horry County.

NOW, THEREFORE, BE IT RESOLVED that due to the cancellation of the 2020 Aynor Harvest Hoedown Festival as the result of COVID-19, Horry County Council resolves to transfer the $10,000.00 budget for the 2020 Aynor Harvest Hoedown Festival to capital projects, including construction of new multipurpose fields, at the Michael Morris Graham Park in Aynor.

AND IT IS SO RESOLVED this ___ day of ______________________, 2021.

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            Mark Causey, 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
COUNTY OF HORRY ) RESOLUTION
STATE OF SOUTH CAROLINA )

A RESOLUTION TO ACCEPT THE DONATION OF PROPERTY FOR THE EXTENSION
OF POSTAL WAY AND INSTRUCT THE ADMINISTRATOR TO ENTER INTO AN
AGREEMENT FOR ITS ACCEPTANCE.

WHEREAS, the voters of Horry County voted in favor of the Ride Improvement and
Development Effort (“RIDE 3”) on November 8, 2016; and

WHEREAS, the extension of Postal Way from its current terminus to Waccamaw Pines
Drive is required under RIDE 3; and

WHEREAS, the Owners of a portion of the required property wish to gift the property to
the County.

NOW, THEREFORE, Horry County Council resolves to accept the property and instructs
the Administrator to enter into the attached agreement with the Owners to facilitate its
transfer.

AND IT IS SO RESOLVED this ___ day of February 2021.

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
Mark Causey, District 9              Danny Hardee, District 10
Al Allen, District 11

Attest:

__________________________________
Patricia S. Hartley, Clerk to Council
STATE OF SOUTH CAROLINA )
) AGREEMENT
COUNTY OF HORRY )

THIS AGREEMENT (herein the "AGREEMENT") is entered into by and between Margaret M. Holmes, Virginia M. Biddle, and George F. Marshall (hereinafter collectively "Owners") and Horry County, South Carolina (hereinafter "County") as of the ____ day of _____________ 2021.

RECITALS

(A) OWNERSHIP. The Owners own a tract of land in Horry County consisting of approximately 77.35 acres (the "Property").

(B) POSTAL WAY. Postal Way is an existing Road owned by the County, which terminates at Owners' Property.

(C) EXTENSION OF POSTAL WAY. County desires to acquire a portion of Owners' Property for the construction and extension of Postal Way; a public road which will be owned by County. The area of such extension is hereafter sometimes referred as the "Postal Way Extension").

(D) PLANS AND SPECIFICATIONS. County has provided Owners' engineer with the plans and specifications for the construction of Postal Way Extension, and the easement areas referred to in sub-items (d) and (e) of Paragraph 5, all of which have been approved by Owners' engineer.

(E) CONVEYANCE OF POSTAL WAY; CHARITABLE CONTRIBUTION. Subject to the terms hereof, as consideration for the charitable contribution of Postal Way Extension to the County, and in addition to the construction of the same as a public road, Owners and County have agreed to other matters as hereafter set forth.

AGREEMENT

For and in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration, the receipt and legal sufficient of which are hereby acknowledged, Owners and County agree as follows:

1. Incorporation. The recitals set forth hereinabove are incorporated, and made a part of this Agreement between the parties.
2. **Survey.** Within thirty (30) days from the date hereof, County, at County’s sole expense, will provide Owners with a boundary survey of Postal Way Extension (the “Extension”), and of the drainage easements hereafter referred to in sub-items (d) and (e) of Paragraph 5, which surveys shall be prepared by a South Carolina Registered Land Surveyor and shall depict the Extension area and the drainage easement areas to the nearest one-hundredth (1/100th’) foot of an acre.

3. **Conveyance of Property; Roll Back Taxes; Deed Recording Fee; Other County Imposed Charges or Fees** Owners will donate, and County will accept, Property to be used for Postal Way Extension as a charitable contribution. The Property will be conveyed by limited warranty deed in an “As Is” condition and subject to existing valid easements, conditions, covenants, restrictions, reservations, and such matters as will be reflected by an accurate survey of the property comprising Postal Way Extension, which survey shall be provided by County, subject, however, to Owners' approval, which shall not unreasonably be withheld.

Owners shall not be responsible for any Deed Recording Fee (Deed Stamps), nor for any Roll Back Taxes; nor for any other fee or charge imposed by County, it being understood and agreed that County shall be responsible for, and shall pay, any such roll back taxes, deed recording fee or other charge imposed by County in connection with Postal Way Extension.

4. **Commencement and Completion of Construction.** County will commence construction of Postal Way Extension no later than April 1, 2021, and will complete construction and have Postal Way Extension available for use by the general public no later than April 1, 2023.

5. **Plans and Specifications.** County’s current plan will provide for, among other things:

   (a) drainage cross pipes at the center of the Property and near the Waccamaw Pines property line, and a third drainage cross pipe near the initial tie-in point of Postal Way (near Publix);

   (b) four (4) evenly spaced 4” conduits, as designed by Owners’ engineer, placed by County along the Postal Way Extension roadway for future use as utility conduits;

   (c) drainage outfalls sized by County to receive future developed flow from Owners' adjacent parcels;

   (d) drainage easements accessible to the adjacent properties; and
(e) drainage easements which are straightened; have the ability to be relocatable to accommodate future development plans, and can be piped at Owners’ expense;

(f) County will provide Owners with a Drawing which shall show the location of each of the aforesaid items, properly identified as such.

6. **Maintenance of Postal Way Extension; the Drainage Outfalls; and Easement Areas.** County shall be responsible for maintenance of Postal Way Extension, and all easement areas, including, but not limited to, all drainage outfalls.

7. **Installation of Utilities.** Within thirty (30) days from the date hereof, County shall deliver a written request to Grand Strand Water & Sewer Authority (herein "GSWSA") requesting the installation of utilities by GSWSA, or by such other entity which shall perform such installation in behalf of GSWSA. County will coordinate construction of Postal Way Extension with the installation of the aforesaid utilities. The utilities may be constructed within the right of way of Postal Way Extension.

8. **Governmental Specifications, Requirements.** Postal Way Extension shall be designed and constructed in accordance with industry standards.

9. **Zoning Variances.** County will allow, as permitted in Section 723.3(9)(b)(2) of the Horry County Zoning Ordinance for:

   (a) 25% reduction in existing zoning requirements for required parking; and

   (b) 30% reduction in existing zoning requirements for landscaping buffering.

10. **Setbacks.** County has granted a variance for a thirty-five (35%) percent reduction of any front setback requirements.

11. **Access & Ingress/Egress.** Individual parcels accessing the frontage road shall be allowed one full access point for each 200 feet of frontage on each side of Postal Way Extension. Additional accesses may be permitted if approved by Horry County Engineering and they meet required separation and offset from other access or driveways. Ingress and egress shall comply with Horry County Land Development Regulations including any required auxiliary turn lanes.

12. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or application of such term or provision to persons or circumstances other than those
as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. **No Waiver.** The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder shall not be a waiver of such party's right to demand strict compliance therewith in the future.

14. **Amendments.** This Agreement may be amended only by unanimous consent of the parties hereto. In the event of the amendment of this Agreement, an appropriate provision shall be typed on the front page of this Agreement, reflecting the number of the amendment (i.e., first, second, etc.) and the date of the amendment.

15. **Assignment; Transferability.** Owners shall have the right to assign and transfer all of its rights hereunder to a successor in title, or successors in title, to the Property, or parcels thereof.

16. **Applicable Law.** This Agreement shall be governed by the laws of the State of South Carolina.

17. **Captions.** Title or captions of paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

18. ** Entire Agreement.** This Agreement constitutes the full and complete agreement of the parties.

19. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the Owners and County, their respective heirs, administrators, successors and assigns, personal representatives, and Owners' successors in title.

**IN WITNESS WHEREOF,** the parties have entered into this Agreement on the day and year set forth hereinabove.

**OWNERS**

________________________
(Witness) Margaret M. Holmes

________________________
(Witness)

________________________
(Witness) Virginia M. Biddle

(SIGNATURES RESUME ON PAGE 5)
(Witness) George F. Marshall

(Witness)

HORRY COUNTY, SOUTH CAROLINA

By: __________________________

Its:________________________
STATE OF SOUTH CAROLINA  )
COUNTY OF HORRY  )

ORDINANCE __-20

AN ORDINANCE TO AUTHORIZE AND APPROVE FEE IN LIEU OF TAX AGREEMENTS BY AND BETWEEN HORRY COUNTY, SOUTH CAROLINA AND BATTLE SOLAR, LLC, WAYFAIR SOLAR, LLC, HOLLIDAY SOLAR I, LLC, HOLLIDAY SOLAR II, LLC, AND HOLLIDAY SOLAR III, LLC, EACH FOR A SOLAR ENERGY FACILITY PROJECT; TO PROVIDE FOR THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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:

Section 1. Findings and Determinations

Council finds and determines that:

(a) Horry County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “FILOT Act”) Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees in lieu of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the workforce, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(b) Battle Solar, LLC, Wayfair Solar, LLC, Holliday Solar I, LLC, Holliday Solar II, LLC, and Holliday Solar III, LLC, (collectively, the “Companies”) have each requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute five (5) solar energy facilities in the County (the “Projects”), which will result in expected total investment by the Companies in the Projects of approximately $151,000,000, and with each of the Projects having an investment of not less than $2,600,000, in taxable investment by December 31 of the fifth year after the first year which any portion of the Projects are first placed in service;

(c) the Companies have requested that the County enter into agreements with each company for each of the five specific projects, thereby providing for certain fee in lieu of tax and special source revenue credit incentives with respect to each of the five specific projects (each, a “Fee Agreement”);

(d) pursuant to the authority of Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause each of the five specific projects, to the extent not already therein located, to be placed in a joint county industrial and business park; and

(e) pursuant to Resolution R-__-2020, adopted ____________ __, 2020, the Council
approved an Inducement Resolution, committing itself to (i) enter into a Fee Agreement for each of the five specific projects, (ii) provide for special source revenue credits against the fee in lieu of tax payments to be made in connection with each of the foregoing Fee Agreements, and (iii) locate each of the five specific projects in a multi-county park.

Section 2. Statutory Findings

As contemplated, in part, by Section 12-44-40(I) of the FILOT Act, and based on information provided to the County by the Companies, the Council makes the following findings and determinations for the solar energy facility projects of Battle Solar, LLC, Wayfair Solar, LLC, Holliday Solar I, LLC, Holliday Solar II, LLC, and Holliday Solar III, LLC:

(a) Each Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) Each Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) Each Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Projects, i.e., economic development and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of each project is anticipated to be greater than the costs.

Section 3. Approval of Fee Agreements

The Fee Agreements, attached to this ordinance as Exhibit A (Battle Solar, LLC), Exhibit B (Wayfair Solar, LLC), Exhibit C (Holliday Solar I, LLC), Exhibit D (Holliday Solar II, LLC), and Exhibit E (Holliday Solar III, LLC), are authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and each Fee Agreement is incorporated herein by reference as if the Fee Agreement were set out in this ordinance in its entirety. The Council Chairman is authorized, empowered, and directed to execute each Fee Agreement in the name of and on behalf of the County, and thereupon to cause each Fee Agreement to be delivered to the respective company. The Clerk to Council is authorized, empowered and directed to attest each Fee Agreement. Each Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such official’s execution thereof to constitute conclusive evidence of such official’s approval of any and all changes or revisions therein from the form of each Fee Agreement attached to this ordinance.

Section 4. Authority to Act

The Council Chairman, the County Administrator, the Clerk to Council, and any other appropriate official of the County, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to each Fee Agreement.
Section 5. Severability

If a section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.


To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Horry County Code or other County ordinances and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 7. Effective Date

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _______ day of ___________, 2020.

HORRY COUNTY COUNCIL

____________________________________
Johnny Gardner, Chairman

Harold G. Worley, District 1  Orton Bellamy, District 7
Bill Howard, District 2  Johnny Vaught, District 8
Dennis DiSabato, District 3  W. Paul Prince, District 9
Gary Loftis, 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:

Public Hearing:

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Exhibit A to Ordinance __-20

Fee Agreement

Battle Solar, LLC

See attached.

Exhibit B to Ordinance __-20

Fee Agreement

Wayfair Solar, LLC

See attached.

Exhibit C to Ordinance __-20

Fee Agreement

Holliday Solar I, LLC

See attached.

Exhibit D to Ordinance __-20

Fee Agreement

Holliday Solar II, LLC

See attached.

Exhibit E to Ordinance __-20

Fee Agreement

Holliday Solar III, LLC

See attached.

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