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| <ul style="list-style-type: none"> A. Call to Order B. Invocation C. Pledge of Allegiance D. Public Input E. Approval of Agenda Contents F. Approval of Minutes: Regular Meeting, October 15, 2019 | <p>Johnny Gardner, Chairman
Mr. Bellamy
Mr. Worley</p> |
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G. CONSENT AGENDA

- 1. Third Reading – **Ordinance 90-19** authorizing the issuance and sale of not exceeding \$18.8 million general obligation bonds; fixing the form and details of the bonds; authorizing the county administrator to determine certain matters relating to the bonds; providing for the payment of the bonds; and other matters relating thereto. (Favorable, Administration Comm)
- 2. First Reading – **Ordinance 107-19** approving and authorizing the county administrator to execute a shuttle contract agreement amendment with Republic Parking to extend the contract termination date to July 31, 2021. (Favorable, Transportation Comm)
- 3. Resolutions allocating Community Benefit Funds: (Favorable, Administration Comm)
CBF-27-19 \$250 to SC Dept of Archives for historical research on a military plane crash in District 11. (Mr. Allen)
CBF-28-19 \$3,000 to Save R Cats for funding support for feral cat trap/neuter program. (Messrs. Worley and Crawford)
CBF-29-19 \$10,000 to Horry County Police Department for Shop With A Cop program. (Mr. Gardner)
- 4. Appointments to the Vereen Memorial Historical Gardens Committee: Richard Patterson, Carol Patterson, Christina Prince (Mr. Worley)

H. PRESENTATIONS / RESOLUTIONS

- 5. **Resolution R-126-19** honoring and recognizing veterans of the Armed Forces of the United States of America. (Mr. Bellamy)
- 6. **Resolution R-127-19** approving revisions to the Horry County Employment Guidelines. (Favorable, Administration Comm)
- 7. **Community Benefit Resolution R-26-19** approving the allocation of \$3,000 to the Joshua Empowerment Foundation for sponsorship of Let's Stop the Violence/Anti-Bullying event. (Messrs. DiSabato, Crawford & Vaught) (Unfavorable, Administration Comm)

I. READING OF ORDINANCES

- 8. Third Reading and Public Hearing – **Ordinance 91-19** authorizing the issuance and sale of not exceeding \$2.2 million general obligation bonds; fixing the form and details of the bonds; authorizing the county administrator to determine certain matters relating to the bonds; providing for the payment of the bonds; and other matters relating thereto. (Favorable, Administration Comm)
- 9. Third Reading – **Ordinance 38-19** to approve the request of David Wilkes and Joe Morrison, agents for Myrtlewood Realty Associates, to amend the official zoning maps. (Mr. Servant)
- 10. Second Reading and Public Hearing – **Ordinance 92-19** to authorize and approve the execution and delivery of a Fee Agreement between Horry County and Project Down; to provide for the provision of infrastructure improvement credits; and to provide for other matters related thereto.
- 11. Second Reading and Public Hearing – **Ordinance 93-19** to amend the Index Map of the official map ordinance adding the Conway Perimeter Road to the Horry County Official Index map. (Favorable, I&R Comm)
- 12. Second Reading and Public Hearing – **Ordinance 94-19** to amend the Zoning Ordinance pertaining to value added processing. (Favorable, I&R Comm)
- 13. Second Reading and Public Hearing – **Ordinance 95-19** to amend the Zoning Ordinance pertaining to building height and setback compliance regarding the elevation of structures within special flood hazard areas. (Favorable, I&R Comm)
- 14. Second Reading and Public Hearing – **Ordinance 96-19** to amend the Zoning Ordinance pertaining to commercial zoning districts. (Favorable, I&R Comm)

15. Second Reading and Public Hearing – **Ordinance 97-19** to amend the Zoning Ordinance pertaining to open yard storage. (Favorable, I&R Comm)
16. Second Reading and Public Hearing – **Ordinance 105-19** amending the Horry County Code of Ordinances in the continued effort to reduce the incidents of false alarms in Horry County. (Mr. Carotti)
17. Second Reading and Public Hearing – **Ordinance 106-19** to establish a joint county industrial and business park to be known as the Georgetown County Project Eagle Joint County Industrial and Business Park in conjunction with Georgetown County, such park to be geographically located in Georgetown County; to authorize the execution and delivery of a written park agreement with Georgetown County as to the requirement of payments of fee in lieu of *ad valorem* taxes with respect to park property; to provide for the distribution of revenues from the park with Georgetown County; and other matters related thereto. (Mr. Carotti)
18. Second Reading and Public Hearing of the following Ordinances to approve the request to amend the official zoning maps:
 - Ord 87-19** Rowe Professional Services, agent for Clearwell LLC (Mr. Bellamy)
 - Ord 88-19** Venture Engineering, agent for Horry Furniture Co. (Mr. Vaught)
 - Ord 89-19** G3 Engineering, agent for Robert Floyd Jr. (Mr. Allen)
 - Ord 98-19** Sandra Jones & Lee Edge (Mr. Worley)
 - Ord 99-19** DRG LLC, agent for Waterway Plantation Multi-family PDD (Mr. Howard)
 - Ord 100-19** DDC Engineers, agent for Rebecca & Robert Collins (Mr. Crawford)
 - Ord 101-19** DDC Engineers, agent for Rebecca Collins (Mr. Crawford)
 - Ord 102-19** Rowe Professional Services, agent for Omero Loredo Ibanez (Mr. Crawford)
 - Ord 103-19** Venture Engineering, agent for Pamela Dawn Squires (Mr. Bellamy)
 - Ord 104-19** Rowe Professional Services, agent for Vivian & Charles Brown (Mr. Allen)
19. First Reading – **Ordinance 84-19** to approve the request of Pamela Timms to amend the official zoning maps. (**Planning Commission recommends disapproval**) (Mr. Crawford)

J. ANNOUNCEMENTS

20. Memorial Dedication: Temple Louise (Fowler) Soles
21. Upcoming Meetings – Dates/times of meetings subject to change:

<u>Council Meetings</u>	<u>I&R Committee</u>	<u>Public Safety Comm.</u>	<u>Transportation Comm.</u>	<u>Administration Comm.</u>
Nov 5 & 19, 6:00 p.m.	Nov 12, 9 a.m.	Nov 12, 2 p.m.	No meeting in Nov	Dec 3, 2:00 p.m.

K. EXECUTIVE SESSION: Receipt of legal advice relating to pending litigation or other matters covered by the attorney-client privilege.

ADJOURN

**MINUTES
HORRY COUNTY COUNCIL
REGULAR MEETING
County Council Chambers
October 15, 2019
6:00 p.m.**

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

MEMBERS ABSENT: Tyler Servant and Dennis DiSabato.

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

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

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

INVOCATION: Mr. Crawford gave the invocation.

PLEDGE: Mr. Howard led in the pledge.

PUBLIC INPUT:

1. **Rich Malzone** spoke regarding rezoning. He expressed his displeasure at the way the county changes the zoning on properties. He stated that the rezoning signs are too small and placed where the constituents can't see them. He proposed an Ordinance be passed in the next 75 days governing the rezoning signs. Those signs should be a minimum of 4 feet by 6 feet on double posts. They should be no farther than 20 feet off the main road. They should be 2 feet above any current vegetation. He suggested the meeting date and time be included on the sign. If they had the big signs, the constituents could see them and attend the meetings and be able to voice their opinions.
2. **Donna Kaloz** spoke regarding I-73. She thanked the I-73 champions. They had vision and cared for others. Human life and safety must be the priority. It was hurricane season and we still didn't have an interstate to move people quickly, safely, and efficiently. Highway 501 would never be enough. She gave various statistics on the project. Those who fight against I-73 jeopardize safety and stifle progress. I-73 should be built without taxing the residents. Tourists would use it the most and tourism dollars should pay for it. Tolling was another option with fees being waived during evacuations. Private funding may be another option but whatever course was taken I-73 must remain a priority.
3. **John Bonsignor** spoke regarding Community Law Enforcement Appreciation Picnic. He thanked Council for what they do for the community. He stated he was there to tell them about the Community Law Enforcement Committee that was comprised of police departments from Horry County and Georgetown County. The following Saturday they would be having their annual cookout and presented them with a flier for the free event. They were all invited. He informed them that the next day, October 16th, was the National Feral Cat Day and they would be having a luncheon at Angelo's.
4. **Cathy Jellison**, president of the Coalition for Responsible Development in Horry County, spoke regarding the 2040 Plan. Their coalition was not against development if it was done responsibly and protected the current residents. The 2040 Plan would bring over 300,000 new residents to Horry County. While the plan had many good components, the lack of infrastructure was troubling. The 2040 Plan must include protections to the current residents that prohibit dumping dirt into wetlands and then building on them, that prohibit raising elevations on new construction that makes them higher than existing bordering communities, and that prohibit the destruction of the environment by clear cutting trees and taking away all means of natural absorption. It must require developers to have a bond to protect neighboring established communities from flooding and

require impact fees so that the necessary infrastructure could be put in place prior to building. It must hold developers responsible and stop them from ruining Horry County. She asked that they think about the lives of their constituents before the money from the development and make sure that the 2040 Plan did this responsibly. She presented each member with a book on much of the history of Myrtle Beach that showed the residents had been concerned and asking for responsible development since the 1980s but were ignored.

5. **Steven Vasalka** spoke regarding Rezoning Ordinance 84-19. He stated that planning and zoning had recommended disapproval for this ordinance and wanted to know why it was being reconsidered. He felt it was a planning and zoning issue and they should be able to rule on that. He opposed the rezoning for any sort of commercial or manufacturing on that piece of property. They would not oppose any sort of residential on that property. They had very expensive homes in their development and couldn't see their neighborhood ruined by any sort of commercial or manufacturing in the area. He asked that they agree with planning and zoning and deny the rezoning request.

Chairman Gardner told him that it was put on the agenda because that was the process. It works its way up to Council. It was a recommended disapproval but still had to have a Council vote on it. They had heard him and the rest of his people.

APPROVAL OF AGENDA CONTENTS: Chairman Gardner stated that Item 17, Presentation of Certificates of Appreciation to Horry County Sheriff's Office by Mt. Calvary Missionary Baptist Church, had been rescheduled until the November 19th meeting. **Mr. Vaught moved to defer Ordinance 84-19 until two week from that night, seconded by Mr. Allen. The motion to defer was unanimously passed. Mr. Worley moved to move Ordinances 82-19 and 83-19 on the consent agenda to the regular agenda, seconded by Mr. Howard. The motion was unanimously passed. Mr. Vaught moved to approve as amended, seconded by Mr. Loftus. The motion was unanimously passed.**

APPROVAL OF MINUTES: Regular Meeting, October 1, 2019: **Mr. Vaught moved to approve the Regular Meeting, October 1, 2019 meeting minutes, seconded by Mr. Prince. The motion was unanimously passed.**

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

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

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

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

Third Reading - **Ordinance 85-19** to approve the request of Sandy Schumacher, agent for S&H Investments Group LLC, to amend the official zoning maps.

First Reading – **Ordinance 93-19** to amend the Index Map of the official map ordinance adding the Conway Perimeter Road to the Horry County Official Index map.

First Reading – **Ordinance 94-19** to amend the Zoning Ordinance pertaining to value added processing.

First Reading – **Ordinance 95-19** to amend the Zoning Ordinance pertaining to building height and setback compliance regarding the elevation of structures within special flood hazard areas.

First Reading – **Ordinance 96-19** to amend the Zoning Ordinance pertaining to commercial zoning districts.

First Reading – **Ordinance 97-19** to amend the Zoning Ordinance pertaining to open yard storage.

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

Ord 87-19 Rowe Professional Services, agent for Clearwell LLC; **Ord 88-19** Venture Engineering, agent for Horry Furniture Co.; **Ord 89-19** G3 Engineering, agent for Robert Floyd Jr. ; **Ord 98-19** Sandra Jones & Lee Edge; **Ord 99-19** DRG LLC, agent for Waterway Plantation Multi-family PDD; **Ord 100-19** DDC Engineers, agent for Rebecca & Robert Collins; **Ord 101-19** DDC Engineers, agent for Rebecca Collins; **Ord 102-19** Rowe Professional Services, agent for Omero Loreda Ibanez; **Ord 103-19** Venture Engineering, agent for Pamela Dawn Squires; and **Ord 104-19** Rowe Professional Services, agent for Vivian & Charles Brown.

First Reading – **Ordinance 105-19** amending the Horry County Code of Ordinances in the continued effort to reduce the incidents of false alarms in Horry County.

First Reading – **Ordinance 106-19** to establish a joint county industrial and business park to be known as the Georgetown County Project Eagle Joint County Industrial and Business Park in conjunction with Georgetown County, such park to be geographically located in Georgetown County; to authorize the execution and delivery of a written park agreement with Georgetown County as to the requirement of payments of fee in lieu of *ad valorem* taxes with respect to park property; to provide for the distribution of revenues from the park with Georgetown County; and other matters related thereto.

Resolution R-117-19 to accept the 2018 FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant of \$6,453,455.

Resolution R-118-19 authorizing Horry County to enter into a master cooperative agreement among coastal counties to develop a network to provide mutual E-911 aid.

Resolution R-119-19 declaring a service weapon as surplus property and making it available to a retiring police officer.

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

R-120-19 Berkshire Forest Block 3A

R-121-19 Berkshire Forest Block 3B

R-122-19 Hidden Cove

R-123-19 Jackson Estates Phase 2B

R-124-19 Jessica Lakes East Phase

R-125-19 Baylee Estates

PRESENTATIONS / RESOLUTIONS:

Recognition of the graduates of the Citizen's Police Academy. Deputy Chief Lance Winburn stated that they were proud to present another graduating class of the Citizen's Police Academy. This would be class number three and there would be another held in January for anyone interested. He called the graduating class up and presented them with their certificates. The graduates were Brianna Aithchison, Jeffrey Skau, Izzy West, Luisa Smith, Deb Shook, Gail Marchesa, Annmarie Peddicord, Charles Hooks, Cindy Melia, Ulysses Sherman, Mike Williams, and Susan Shore.

Flood Resiliency Planning Process Update. Ms. Courtney Kain presented a PowerPoint presentation on the Horry County Resilience Plan. They were asked to identify a pathway forward to help the residents become more resilient to riverine flooding events. They received a grant from FEMA. It was a planning grant that focused on just the resiliency around the riverine flooding to promote risk driven planning that would help lead to community resilience. They identified a number of targeted areas, Socastee, Bucksport, and the Red Bluff area. There was a strategic community planning process that was associated with this and they would be analyzing the storm damage data, looking at the hazard and sensitivity analysis, and working with the neighborhoods to identify damage and see what they could do to develop infrastructure and policy improvements that would help to develop into a more resilient future. As part of the RFQ process they identified a planning firm that was actually a team that included engineers, architects, as well as Western Carolina University's program for the study of developed shore lines that looks at the science behind why we were seeing some of this riverine flooding. They were currently in the first phase and were looking at engaging the community. Once Phase I was completed they would be looking at identifying lists of projects and policies for them to review and then the third step would be to develop an implementation plan. They would check back with them each step of the way. The upcoming community meetings would start the following week in the Socastee area at the high school the following night. They would be in Longs, Red Bluff at the North Strand Recreation Center on the following Wednesday and in Bucksport the following Thursday at the Bucksport Community Center. Anyone wanting to participate needed to contact their office. This was critical to the process because this would help develop what would be happening in each neighborhood as they develop the plan.

Resolution R-114-19 approving and authorizing the county administrator to undertake actions necessary to abate certain unfit dwellings within the unincorporated areas of Horry County. **Mr. Vaught moved to approve, seconded by Mr. Loftus. The motion was unanimously passed.**

Resolution R-115-19 in appreciation and recognition for the Waccamaw VOAD and Waccamaw LTRG in working to alleviate the impacts of Hurricane Florence and subsequent flooding. **Mr. Vaught moved to approve, seconded by Mr. Howard.**

Mr. Webster stated it was a pleasure to recognize a lot of the people who had helped through the process. With the flooding that had taken place over the course of a few years there had been some strong groups of volunteers come forward and be there to help them. He would recognize one group and Mr. Bellamy would recognize a second group. He invited the members present from the VOAD group to join him to be recognized as well. He then read the resolution. **The motion was unanimously passed.**

Resolution R-116-19 in appreciation and recognition for the volunteers groups and organizations working to alleviate the impacts of Hurricane Florence and subsequent flooding. **Mr. Vaught moved to approve, seconded by Mr. Howard.**

Mr. Bellamy stated that in addition to the VOAD volunteers they also had groups that participated with the Conway and Bucksport Community. He read the resolution and asked members of the volunteer groups present to come forward. He thanked them for their services. **The motion was unanimously passed.**

READING OF ORDINANCES:

Second Reading – **Ordinance 71-19** to approve the request of G3 Engineering, agent for Palmetto Main Street Partners LLC, to amend the official zoning maps. **Mr. Vaught moved to approve, seconded by Mr. Allen.**

Mr. Worley asked Mr. Garigen to tell them what they had found.

Mr. Garigen said that the previous week Mr. Roth went out and met with the citizens of that community. They requested and had received a stormwater analysis from the engineering company who was working on this development. In Mr. Roth's meeting with the citizens they discussed the new development and its potential impacts on them. He also walked the site with them and looked at their internal drainage concerns with the major ditch that flows through their development. They discussed their maintenance concerns and what could be done to improve that ditch. It had significant erosion issues in it because of the soil types out there so they discussed that as in what the county could do and what they had to do themselves because it was a private development. The important thing about this new development was they didn't believe in their preliminary analysis of this project that there would be any significant impact whatsoever to the existing Pelican Bay residents from this new development. The watershed that drains through their development right now was 1,000 acres. Most of that was undevelopable in the future because... These large Carolina Bays that were owned by Grand Strand Water and Sewer Authority would never be developed. So you had a 1,000 acre watershed. This particular new development that was proposed would add about 10 acres of mostly impervious area but they also had three huge ponds out there already. They were (inaudible) pits for Hwy. 31. Ten acres of impervious area and a 1,000 acre watershed was really minor. It was not like they were adding a massive development. This was a small development in that 1,000 acre watershed. Also, the flow into Pelican Bay was controlled by three 36 inch diameter concrete pipes that had been in place for a number of years. The people in Pelican Bay had never in all the major storms that they had had recently had any flooding of any homes. They had some outer bank flows out of that big ditch but it had only been in the backyards. No flooding of homes. So those three 36 inch pipes were basically metering the amount of water that could get into their development and those were going to stay there. They didn't believe there were any issues with this (inaudible).

Chairman Gardner pointed out that they had already had public hearing on this issue. He wanted to make sure that everybody understood that they were not depriving anybody. They had a public hearing the previous meeting and had a lot of good people talk about a lot of good issues. There were some concerns and he thought staff had gone out and addressed those concerns. He thought it was time to vote. **The motion was unanimously passed.**

Second Reading and Public Hearing – **Ordinance 38-19** to approve the request of David Wilkes and Joe Morrison, agents for Myrtlewood Realty Associates, to amend the official zoning maps. **Mr. Vaught moved to approve, seconded by Mr. Howard.**

Mr. Tom Winslow, law partner with Steven Goldfinch, said they had met many times with the developers and the financiers of this development. What it came down to was that roughly 50% of these homes were under 900 square feet. When you look at the example given previously and go out and look at the example of what was being built in the Carolina Forest areas, many of these homes were going to be built in similar stature. You could reach your hands across and touch those homes door to door. When they talk about this he reflected on the topic of drainage and water. Adding more impervious material to the area did not assist in the drainage or flooding. They had a meeting arraigned with Mr. Servant prior to his child taking ill and needing surgery. They understood that. He was going to have a meeting with the residents and developers and allow an opportunity to address the concerns and come to a compromise, but he couldn't do that. They were told that day after talking to Mr. Servant the day before that there would be a deferment put on the record that day so they only brought a few people and not the 100 people that wanted to come out and talk to them about the situation. They were told in previous meetings with the county that there would be a drainage plan put out that they could look at. They were told there would be a traffic plan by SCDOT that they could look at. Those plans had not been put out and they didn't know them. It was said in the 2040 Plan that that was going to help address land use analysis, trends and visions for the future. Yet, in this situation before them those plans had not been established. He came before them that day to say that it was premature to agree on this second reading. He came before them to say it was proper to give a deferment until Mr. Servant had a chance to meet with them. This project wasn't going away if they defer it until he was available, but it would satisfy the people who were told there would be a deferment. It was going to satisfy the people that had been told that drainage was important to them. He was simply asking them to defer it until Mr. Servant could have a voice in this. He was asking them to abide by the thing that was told to them by that Council member. They were asking them to give them a chance to rectify this to a compromise with the homeowners and allow them to see the plans for traffic and drainage that they were promised before a decision was made.

Mr. Dennis Permenter stated he didn't come prepared because they thought this would be a formality and be deferred because their Councilman was not there. This was a zoning request. It didn't mean it was a sure thing. It was a request. When there was a request everybody's thoughts and values should be taken into consideration. This property sits between two properties that he developed. One was Bermuda Bay and one Tupelo Bay Golf Course. One had a density of 6.89 per acre and the other, Oceanside Village, even with 1,100 homes had a density of 6.14. This proposed development was over 10. How could you even think about approving something with a density of 10 when we were flooding? Oceanside Village floods. He sent them pictures of it. Even with Dorian. It floods every storm because they get water from Surfside, DOT, and it floods them. They wanted to add another project in with high density and make it impervious so it would flood more. That made no sense. Approving this high density would hurt them. It would flood Oceanside Village. They hadn't seen a plan. Nothing whatsoever. Density was 4 houses per acre more than the neighbors to the east and neighbors to the west. That was a lot. Stormwater was a huge problem for them. He asked them to look at the email that he sent them and look at the flooding. He could show them every storm and how water cascades over from Surfside and from the DOT highway project. There was no plan for this. They couldn't approve something that would jeopardize 1,100 homes. The real problem was the wrong site. When you were putting up a tiny home development and you stick it in between two other established developments you could have a land value situation. All you had to do was go look at the one they did at Carolina Forest and they would see that it was away from the established housing development. It was really not an issue for them. It was the wrong site. These tiny home projects should be isolated by themselves so they could have their own drainage, values, and not be a problem for their neighbors. It shouldn't go in between two established sites. This should be denied based on what he was saying. The density was a problem and the drainage was a serious problem.

Mr. John Jobson, representing Commercial Landtec the listing broker and general manager for Myrtlewood Associates, asked for their support. The developer and Myrtlewood had worked with Mr. Permenter and the Tupelo Bay Community for the last six months. They deferred the first and second readings for six months in order to work through the issues that they felt concerned them and that were pertinent to the discussions. One was flooding and the other housing size. These were being characterized as undesirable home types. He lived in a neighborhood where the home averages 3,000 square feet. All the neighbor's children have come back to live with them because they couldn't find the right type of home that they could move in and support on their own. They were young career people. Many of them had done very well but living and buying home if you were single or newlywed was difficult. These homes would not bring down the value of anyone's home and would not cause distress on anyone. They felt like this was a misconception, a mis-dramatization of this product and had a bias based against it on the basis that the developer that established this original development did not want to compete with smaller homes. It was the opinion of his group that this was the core issue. It was not that these were bad homes or would be habitat for poor homes. It was a marketing differential.

Chairman Gardner said he had heard from the opposing attorney and another opposing member. He asked him to pick one of his group to give them an overview. There were Council members that would probably have some questions and maybe

not. If they did they could ask the experts while they were there. This may or may not get deferred but they were trying to make sure they had a fair public hearing that night.

Mr. Jobson asked if they could address two issues that they felt like had been presented forward. One was drainage and they had Steve with Venture Engineering who could address the drainage issue. Buddy Hucks had done an extensive market analysis of what this market was and how this home type would not devalue anyone.

Chairman Gardner asked them to stand by for possible questions from the Council members.

Mr. Vaught said this thing had been going for at least six months or so. He proposed that Council pass this as second reading and then impel the two sides to get together between then and two weeks from then and settle their differences and they would give it a final shot then one way or the other. Mr. Servant would be back by then and they would have one final shot to work out whatever their differences were. They would come back for third reading and could drive on. He thought they had kicked this down the road far enough.

Mr. Prince said someone had spoken about the flooding that they were having. They needed to describe the flooding that they were talking about because he had never known any flooding in homes in that area where it flooded so much that the homes were flooded out.

Mr. Steve Powell, Venture Engineering, wanted to address that. He thought there had been some scary high water in Oceanside Village. He had spoken with Mr. Permenter about it before. The water that goes to Oceanside Village was not coming from where this new project was proposed. That water generally goes south. There were some issues out there that had to be resolved. No question about it. The biggest issue was the water that goes to Oceanside Village was water directly off of Hwy 17, Kings Highway, as well as a 15 inch culvert that comes off the golf course and a little bit from the Bermuda Bay project. That water connects into a wetland system that runs all the way from the golf course all the way up to Woodland Drive Extension by Seaside Elementary. That continuous wetland system was bridged over going into the golf villas and that wetland system fills up. When the school district built Woodland Drive and put drainage underneath it they put that culvert a little bit higher than the 15 inch pipe that drains to Oceanside Village. So all that water currently that goes into that wetland system builds up and runs on Oceanside Village. Most of it was probably coming off Kings Highway but as much as can get through a 15 inch pipe goes on them. So part of this project would be to fix the outfall under Woodland Drive Extension so they could keep that water from backing up to Oceanside Village. If they flood, then this project would make that better. Much of their flooding was probably from Kings Highway and they couldn't really help that. It was not coming from them.

Mr. Prince asked if he was saying the yards flood but the homes don't.

Mr. Powell said he was unaware of any homes having water in them, but he didn't know for certain.

Mr. Prince said that water gets in people's yards for a while all over the county.

Mr. Powell said that most of Oceanside Village was built before they had stormwater standards so when you get a heavy rain it comes up enough to probably be scary. He wouldn't question that at all.

Chairman Gardner told Mr. Johnson that he had heard one proposal from that night saying to go ahead and pass this that night so they could have their meeting with Mr. Winslow, his people, and Mr. Servant. Was there any reason why that couldn't happen in the next two weeks?

Mr. Johnson said it could happen but essentially they were trying to rewrite the developers design, recipe, for what they want to do which was provide this type of home for people.

Chairman Gardner said he was trying to do two things. Number one, he was trying to make sure they had a good public input and he thought they had reached a good public input. Two, Mr. Servant was not there and he had a very good reason for not being there so he didn't want to set anybody up to fail if they come back in two weeks and that was not enough time or they needed other additional stuff. He thought they should give it a good try. Let's go ahead and pass this thing that night or consider it. That was the motion or suggestion on the table. If they didn't think they could do it in two weeks then they had to come back for a third one anyway. **Public input was closed.**

Mr. Vaught said that was a motion and Mr. Prince said he seconded it.

Chairman Gardner said the motion was to pass this that night and move it on to third reading. It had been seconded. **A vote was held.**

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

The motion passed eight to two.

Second Reading and Public Hearing – **Ordinance 90-19** authorizing the issuance and sale of not exceeding \$18.8 million general obligation bonds; fixing the form and details of the bonds; authorizing the county administrator to determine certain matters relating to the bonds; providing for the payment of the bonds; and other matters relating thereto. Mr. Vaught stated that this ordinance and the next ordinance were tied together and they were going to be proposing an amendment to the two together. He knew they had to vote on them separately but they were tied together and he asked Mr. Spivey to explain the planned amendment to these ordinances.

Chairman Gardner said first they would read it, get the motion and second, and go into discussion. Once they were in discussion phase they would bring in Mr. Spivey and anybody else from staff to help them do that. They would have to do them individually. If they were tied together he could say so in his discussion. It was read into the record and he asked if there was a motion for Ordinance 90-19. **Mr. Vaught moved to approve, seconded by Mr. Howard. There was no public input.**

Mr. Spivey said they appreciated the opportunity to request the opportunity to request modification. What they had before them that night were two loans, two separate bonds. One was for the general debt service and one was for the fire fund. Because they were doing infrastructure that was shared between EMS and the fire fund itself, that was why they had both elements of those bonds being presented. When they initially tried to size these bonds it was related solely to the infrastructure that they had in the capital budget for FY2020 so they had roughly \$17.2 million in capital on the general side that would need to be financed and roughly \$900,000 on the fire side. What they had learned in the process from the financial adviser was quiet honestly an \$800,000 bond was not easy to market because of the size of it. There was not as much appetite in the open market for something of that size so there was a suggestion on their part to consider perhaps increasing that. The second part that was justification or desire to make the change was the favorable rate environment that they found themselves in. Rates had come down and they expected those to be in place for a short amount of time, at least through the period of time that they did anticipate the issuance and sell of these bonds. In that regard, there was one change that they would recommend and they would see an amended seconded reading version on the dais. This related to the second item, Ordinance 91-19, which was the fire fund piece of this which would increase that amount from \$900,000 to \$2.2 million. That would allow them to advance the Forestbrook fire station, the relocation, into this bond issuance. It was actually issuing the bonds now. That project would not start until FY2021 as it was budgeted. It gives them the opportunity to take advantage of the market and gives them an opportunity to sell the bonds in a much better position with a larger bond amount. The amendments that they would find there solely increases the amount of the bond to \$2.2 million and includes now the description of the Forestbrook infrastructure or fire station as part of the allowable uses of that bond.

Mr. Prince asked him to announce what they were planning on using the money for for the interest of the citizens.

Mr. Spivey presented a slide with a quick explanation. What they had budgeted this year, the bulk of the general bond goes to the emergency operations center which was \$15 million. They also had the Santee Cooper building that the county would be purchasing and renovating for a total cost of \$1 million. They had the Socastee fire station expansion and the Gore Town fire addition would be the things that were currently in the bonds as currently structured. The bottom of the screen showed what it would look like with the Forestbrook Fire/EMS relocation included. It increased the total bond amounts to roughly \$18.5 and \$2.1 million and with the allowable amounts there was just a little bit of contingency needed based on when the costs come back before they issue the bonds to have a little bit of latitude to increase if necessary.

Mr. Prince asked if the Wampee fire station was in another fund.

Mr. Spivey said that was planned to be in the 2021 bond issuance. The Forestbrook fire station was definitely one that they had to do. The timing was pretty set on that one so they felt it prudent to go ahead and request it included into this current bond issue because that was definite. The other ones were still in a planning phase and they didn't know the precise timing on those.

Mr. Prince asked if the Gore Town fire station and the Shell fire station were in another fund.

Mr. Spivey said yes. That would be in future years, 2021 or beyond.

Mr. Allen asked Mr. Spivey if they approved this how much of a reserve was it going to leave them with their total bonding capacity for the county.

Mr. Spivey said currently they had the capacity to issue \$182 million in bonding. They had outstanding \$52 million so they essentially had \$130 million in a capacity. That had not been their constraint. They had from a fiscal perspective tried to live within their existing debt service on an annual basis and that had been more the controlling factor that they used. This would add roughly \$17 million to that but recognize that they were paying down about \$10 million per year so at the end of the next year they expected the total ending balance to only be \$57 million at the end of 2020. So they had a lot of capacity in that regard but it had been the constraint more so in keeping the debt service at existing levels.

Chairman Gardner asked Mr. Spivey if he was talking about Ordinance 91-19 and they were ultimately going to put that before the board.

Mr. Spivey said the amendment would actually be for that second element, yes.

Chairman Gardner said what they had currently for discussion of Council was Ordinance 90-19. **The motion for Ordinance 90-19 was unanimously passed.**

Second Reading and Public Hearing – **Ordinance 91-19** authorizing the issuance and sale of not exceeding \$900,000 general obligation bonds; fixing the form and details of the bonds; authorizing the county administrator to determine certain matters relating to the bonds; providing for the payment of the bonds; and other matters relating thereto. **Mr. Vaught moved to approve, seconded by Mr. Bellamy. There was no public input. Mr. Vaught moved they amend as presented, seconded by Mr. Allen.** Chairman Gardner stated that the amendment was authorizing the issuance of sale not exceeding \$2.2 million general obligation bonds. **The motion was unanimously passed. The main motion as amended was unanimously passed.**

Mr. Worley said the reason he was going to ask the Council to (inaudible) was real simple and very political. Those folks down there don't won't it. So he was going to ask them to vote no on the two below Ordinances.

Mr. Carotti asked that they read them individually and vote no on each one.

Mr. Worley said he was going to move to approve, but he wanted Council to vote no.

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

Ord 82-19 David Phillips III. **Mr. Vaught moved to approve, seconded by Mr. Bellamy. The motion to approve failed with a unanimous Nay vote.**

Ord 83-19 David Phillips III, agent for Kimberly Ann Green. **Mr. Vaught moved to approve, seconded by Mr. Worley. The motion to approve failed with a unanimous Nay vote.**

OLD / NEW BUSINESS:

ANNOUNCEMENTS:

MEMORIAL DEDICATION: Bishop Edward Blaine, II; Geneva West King Doyle; Dianne Adams Bell; Johnnie Mae Holmes Blackwell; and Claudia Miles.

UPCOMING MEETINGS: Regular Council meetings – Nov 5 & 19, 6:00 p.m.; I & R Committee – Nov 12, 9 a.m.; Public Safety Committee – Nov 12, 2 p.m.; Transportation Committee – No meeting in Nov; and Administration Committee – Oct 29, 2:00 p.m.

EXECUTIVE SESSION: Discussion of matters relating to the proposed location or expansion of industries or other businesses in the area. **Mr. Worley moved to enter into executive session, seconded by Mr. Allen. The motion was unanimously passed. Mr. Worley moved to exit executive session, seconded by Mr. Loftus. The motion was unanimously passed.** Mr. Carotti said while in executive session Council engaged in the discussion of matters relating to the proposed location or expansion of industries or other businesses in the area. While in executive session, no decisions were made and no votes were taken.

First Reading – **Ordinance 92-19** to authorize and approve the execution and delivery of a Fee Agreement between Horry County and Project Down; to provide for the provision of infrastructure improvement credits; and to provide for other matters related thereto. **Mr. Worley moved to approve, seconded by Mr. Howard. The motion was unanimously passed.**

ADJOURNMENT: With no further business, **Mr. Worley moved to adjourn at approximately 7:31 p.m. and it was seconded. The motion was unanimously passed.** The meeting was adjourned in memoriam of: Bishop Edward Blaine, II; Geneva West King Doyle; Dianne Adams Bell; Johnnie Mae Holmes Blackwell; and Claudia Miles.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ORDINANCE 90-19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Government Obligations” shall mean any of the following:

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

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

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

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

[Signature Page follows]

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading:	October 1, 2019
Second Reading:	October 15, 2019
Third Reading	November 5, 2019

EXHIBIT A

FORM OF BOND

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

No. R-

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

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ DOLLARS

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

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

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

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

[Redemption Provisions]

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

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

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

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

Horry County, South Carolina

(SEAL)

Chair, County Council

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

As Registrar

By: _____
Authorized Officer

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

TEN COM – As tenants in common

UNIF GIFT MIN. ACT

TEN ENT – As tenants by the entireties

(Cust.) Custodian (Minor) _____

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

Under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

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

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

Dated: _____

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

HORRY COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

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

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

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

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

COUNTY COUNCIL OF HORRY COUNTY,
SOUTH CAROLINA

/s/ _____
Chair

FORM OF NOTICE

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

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

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

HORRY COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF SALE

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

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

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

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

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

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

 *Preliminary, subject to adjustment.

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

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

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

*Preliminary, subject to adjustment.

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

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

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

Good Faith Deposit: No good faith deposit is required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Michael W. Burns, Esq.
Bond Counsel

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

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

Brandon T. Norris, Esq.
Bond Counsel
Burr Forman McNair
104 South Main Street, 7th Floor
Greenville, SC 29601
Telephone: 864.271.4940
E-mail: bnorris@burr.com

HORRY COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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

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

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

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

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

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

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

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

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 20__ (the “Filing Date”), to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the Filing Date, the County shall, on or before the Filing Date, send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County’s Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population for the current fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for the current fiscal year;
- (c) Outstanding Indebtedness of the County;
- (d) Market Value/Assessment Summary of taxable property in County;
- (e) Tax levy for County for current fiscal year;
- (f) Tax collections for County for preceding fiscal year; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the

Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to

indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

HORRY COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2020

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Horry County, South Carolina
Name of Issue: \$_____ General Obligation Bonds, Series 2020A
Horry County, South Carolina
Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that Horry County, South Carolina (the “County”) has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

HORRY COUNTY, SOUTH CAROLINA



Horry County Council Briefing Memorandum

Date: September 25, 2019
 From: Barry Spivey, Assistant County Administrator
 Division: Administration Division
 Cleared By: Steve Gosnell, County Administrator
 Arrigo Carotti, County Attorney
 Re: Ordinances for \$18.8 Million General Obligation Bonds of Horry County, South Carolina and \$900,000 General Obligation Bonds of Horry County Fire Protection District

ISSUE

In compliance with Council approved Fiscal Year 2020 Budget and Capital Improvement Plan for the Year 2020 to 2024, the County desires to issue General Obligation Bonds and General Obligation Bond (Fire Protection District) to construct, improve, or purchase facilities and related infrastructure.

RECOMMENDATION

The Administration Committee reviewed this at its September 24, 2019 meeting and recommends this action to County Council.

BACKGROUND

The Horry County Capital Improvement Plan provides several projects needed for Public Safety and General Government Services in Fiscal Year 2020 Budget and Fiscal Year 2021 Plan. The approval for these items of capital include partial funding through the issuance of General Obligation Bonds for Horry County and Horry County Fire Protection District. The table below provides a listing of the planned projects that could be partially funded through bond proceeds.

Capital Improvement Plan Projects				
Description	Prior	FY2020	FY2021	Total
Budgeted Expenditures				
Longs Fire Station Relocation	\$2,415,000			\$2,415,000
Socastee Fire/EMS Addition		971,750		971,750
Goretown Fire Addition		1,104,000		1,104,000
Shell Fire Rebuild			1,782,500	1,782,500
Nixonville/Wampee Fire Consolidation			2,300,000	2,300,000
Forestbrook Fire/EMS Relocation			3,249,900	3,249,900
Emergency Operation Center	2,400,000	23,600,000		26,000,000
Government & Justice Expansion		1,000,000		1,000,000
Central Coast Complex			20,000,000	20,000,000
Public Works Carolina Forest Satellite Facility			500,000	500,000
Bond Issuance		409,250	622,000	1,031,250
Total Expenditures	\$4,815,000	\$27,085,000	\$28,454,400	\$60,354,400
Funding Sources				
Cash	\$4,815,000	\$7,483,000	\$500,000	\$12,798,000
Fire Bonds		828,375	3,439,200	4,267,575
General Bonds		17,173,625	23,765,200	40,938,825
Intergovernmental / RIDE III		1,600,000	750,000	2,350,000
Total Funding Sources	\$4,815,000	\$27,085,000	\$28,454,400	\$60,354,400

The County has retain the services of Burr Forman McNair as Bond Council and with the assistance of First Tryon Financial Advisors, the County’s financial advisor, is recommending the approval of the attached Ordinances to allow these projects to proceed.

Attachment A – Debt Management Excerpts from Financial Policy

SECTION 2-70.9. DEBT MANAGEMENT.

- (1) **Debt Management Plan.** A Comprehensive Debt Management Plan shall be developed and presented annually by staff encompassing all debt of the County and including, but not limited to:
- Detail on the sources of funding for all debt
 - Current and future debt capacity analysis
 - Issues to be addressed for sound debt management
- (2) **Use of and Types of Debt Financing.** All financings are to be issued in accordance with the applicable State and Federal Laws.
- (a) **Short-Term Debt.** If it is determined by the Finance Department that the General Fund cash flow requirements will be in a deficit position prior to receiving property tax revenues in November, the County may either request authorization from County Council to issue short-term debt to meet the anticipated cash flow requirements. When financing a capital project, Bond Anticipation Notes may be issued if such financings will result in a financial benefit to the County. Before issuing short-term debt the County Council must authorize the financing by adopting an ordinance or amending the current budget ordinance.
- (b) **Bonds and other Long-Term Obligations.** The County will attempt to meet its capital maintenance, replacement or acquisition requirements on a pay as you go basis. If the dollar amount of the capital requirement cannot be met on a pay as you go basis, it is financially beneficial to issue bonds or certificates of participation when the project has been determined to benefit future citizens the County will evaluate the feasibility of issuing a long-term debt financing instrument.
- (c) All long-term financings shall provide the County with an identifiable asset or be as a result of a mandate by the Federal or State Government or court. Under no circumstances will current operations be funded from the proceeds of long-term borrowing.
- (d) When issuing debt, the County will follow State and Federal laws and shall utilize the services of a Financial Advisor and/or Bond Counsel.
- (e) If capital expenditures are anticipated to be incurred prior to the issuance of the debt, the County Council shall authorize the County Administrator to execute a reimbursement resolution with regard to such expenditure in accordance with IRS regulations. The reimbursement resolution must express the County's reasonable expectations that it will issue debt to reimburse the described expenditures. It must contain a general description of the project and state the estimated principal amount of obligations expected to be issued to finance the project.
- (f) The following are the different types of financings the County may use to fund its major capital acquisitions or improvements.
1. Revenue Bonds may be used when allowed by State and Federal Law, to finance public improvements which can be shown to be self-supported by dedicated revenue sources, needed for infrastructure or economic development or approved by the County Council for specific purposes.
 - (a) Revenue supported bonds are to be used to limit the dependency on property taxes for those projects with available revenue sources, whether self-generated or dedicated from other sources.
 - (b) Adequate financial feasibility studies are to be performed for each project to determine the adequacy of the dedicated revenue source.
 2. General Obligation Bonds (G.O. bonding) will be used to finance capital projects which have been determined to be essential to the maintenance or development of the County.

(a) Capital improvement projects will be analyzed, prioritized and designated as to essential characteristics through the annual budget process.

(b) Use of G.O. bonding will only be considered after exploring alternative funding sources such as Federal and State grants and project revenues.

3. Installment Purchase Revenue Bonds may be used as allowed by State and Federal law as an option to issuing debt that will be applied against the 8% constitutional debt limit. This type of financing transaction requires a nonprofit corporation (the "Corporation") to be established for the sole purpose of issuing the installment purchase revenue bonds (the "Bonds"). The County would lease real property upon which the financed facilities are to be located to the Corporation. The County and the Corporation would enter into an Installment Purchase and Use Agreement under which the County would agree to make annual installment purchase payments in amounts sufficient to pay debt service. In return for the annual purchase payments, the County would receive undivided ownership interests in the financed facilities and the right to use the facilities. The Corporation would enter into a Trust Agreement, pursuant to which the Bonds would be issued. In the Trust Agreement, the Corporation pledges its rights under the Installment Purchase and Use Agreement to the trustee for the benefit of bondholders (including the right to receive annual payments). In an installment purchase revenue bond transaction, the County has the right to non-appropriate, in which case the facilities would be partitioned between the County and the Corporation. Because the annual payments are made for the purpose of purchasing an ownership interest in the facilities, the annual payment can, at the County's option, be made from the proceeds of general obligation bonds issued on an annual basis. This procedure allows the County's payment to be reflected in debt service millage, rather than operational millage. This treatment of the millage can be a significant advantage to the County in light of the operations millage cap established by the legislature.

4. Lease-Purchases or Certificate of Participation will be considered as a financing method if Revenue bonding or G.O. bonding is not feasible. Lease purchase shall be considered only when the useful life of the item is equal to or greater than the length of the lease. If the item may become technologically obsolete or is likely to require major repair during the lease purchase period, then the item should be either purchased or placed on a straight lease.

All leases as reported in the County's CAFR under the Other General Long-Term Obligations will be limited as follows:

(a) All lease-purchases will be limited to the economic life of the capital acquisition or improvement and in no cases shall exceed 20 years.

(b) All lease-purchases must fit within the County's mission, goals and objectives or governmental role.

(c) All annual lease-purchase payments must be included in the originating Departments' approved budget.

5. Long-term Obligations enumerated above shall not have maturities that exceed 21 years from the date of the issuance.

6. Refundings or Advance Refundings will be done if there is a present value savings of 3% or more or if the restructuring of the financing will benefit the County based on recommendations from financial advisors or bond counsel. Extending maturities shall not be allowed except in extenuating and extraordinary circumstances.

7. Intergovernmental agreements with the State of South Carolina, other counties and municipalities. Industrial Revenue Bonds and Tax Exempt Aviation Bonds which comply with the Industrial Revenue Bond Act, S.C. Code of Laws, Title 4, Chapter 29 Sections 4-

29-10 through 4-29-150, as amended; and the Jobs-Economic Development Authority Act, S.C. Code of Laws, Title 41, Chapter 43, Sections 41-43-10 through 41-43-280.

8. It is the policy of the County Council to act as an "Issuer" of conduit financing for any private college, university, hospital, or non-profit organization that is located in Horry County and is eligible to use this type of financing. The County will charge a fee of \$1.00 per \$1,000 of bonds issued or \$10,000, whichever is greater, to act as an issuer for the organization. This fee is to offset any administrative costs that may be incurred by the County when acting as an issuer. The County will retain bond counsel to represent the County on any legal issues including any risks associated with the conduit financing. The organization will be assessed an additional fee to cover any bond counsel expenses incurred by the County. In addition to the fees established above, the organization must have a Moody's rating of Baa or better or BBB rating from Standard and Poor's and must not condone any discriminatory practices or policies. The County Council must approve each conduit financing issue.

9. External financial advisors, underwriters and bond counsel will be selected in accordance with the County's Administrative Procedures and Procurement Policy.

(3) Constitutional Limits on Issuance of Debt. Outstanding general obligation indebtedness of the County, other than enterprise revenue backed bonds, shall not exceed eight percent of the assessed value of the taxable property within Horry County as permitted by the South Carolina Constitution without a favorable referendum of the voters of Horry County.

(4) Self Imposed/Council Limits on Issuance of Debt.

- (a) Except for the enterprise funds, Capital Project Sales Tax, and IGA RIDE debt, debt service for long-term issues (greater than 5 years) shall not exceed 20% of the combined operating and capital budgets.
- (b) It is preferred bonds will be sold at public sale; unless provisions under State law for private sale are met and the County Council deems it to be in the best interest of Horry County to utilize a private sale. The County reserves the right to reject any and all bids. Bonds may be sold through a negotiated transaction in circumstances when the County's financial advisors and the Finance Department determine a negotiated transaction will result in more favorable rates than a public sale. In that event, the County shall solicit requests for proposals from underwriters to enter into a negotiated sale. A financial advisor must be retained to validate the price of the bonds sold to the underwriter.
- (c) The County will not utilize variable rate debt.
- (d) The County will not utilize debt-related derivative products.
- (e) On General Obligation bonds, the County shall not use more than 75% of the 8% capacity allowed by the Constitution of South Carolina.

(5) Rating Agency Relationship. Horry County will strive to maintain and improve its current ratings of Aa2 with Moody's Investors Service, AA+ with Standard and Poor's and AA+ with Fitch Ratings.

(6) Economic Development Bonds. The County shall strive to promote economic welfare of the citizens of Horry County by providing employment opportunities and a diverse industrial base. The County shall utilize the following financing methods for industrial development:

- Fee in Lieu of Tax programs for projects meeting the criteria for industrial revenue bonds.
- Special Source Revenue Bonds for multi-jurisdiction industrial/business parks or Fee in Lieu of Tax transactions for the acquisitions of land, building, and improvements, or the expansion of an existing project with a minimum investment regulated by applicable state laws.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 107-19

AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A SHUTTLE CONTRACT AGREEMENT AMENDMENT WITH REPUBLIC PARKING, TO EXTEND THE CONTRACT TERMINATION DATE TO JULY 31, 2021.

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, Republic Parking ("Republic") has operated public parking facilities at the Myrtle Beach International Airport ("MYR") pursuant to agreement since 1975, with whose performance and financial return the Department of Airports has been pleased; and

WHEREAS, County currently has a courtesy passenger shuttle agreement with Republic which is due to expire on June30, 2020; and

WHEREAS, the Department of Airports wishes to extend the shuttle contract termination date to July 31, 2021 in order to coincide with parking lot contract termination date.

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

1. AUTHORIZATION: The Horry County Administrator, for and on behalf of Horry County and its Department of Airports, is hereby authorized and directed to execute a shuttle contract agreement amendment substantially similar to the attached hereto and incorporated herein by reference.

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

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

4. EFFECTIVE DATE: This ordinance will become in effect upon Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED, this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 5, 2019

Second Reading:

Third Reading:

November 5, 2019

To: Horry County Council
From: Scott Van Moppes, A.A.E., Director of Airports
Subject: Republic Parking Shuttle Contract Extension

History:

Republic Parking, with oversight from the Department of Airports, is responsible for the safe and efficient operation of our airport Parking Lots, to include a courtesy passenger shuttle service and valet. The primary parking contract commenced on August 1, 2016 and terminates on July 31, 2021. The courtesy passenger shuttle agreement commenced on July 1, 2012 and terminates on June 30, 2020. Both contracts are attached for your convenience and review.

Proposal:

Republic Parking has proposed that the airport amend the courtesy passenger shuttle contract by adding thirteen (13) months to the term, so that its termination date coincides with the primary parking contract. If approved, both contracts would terminate on July 31, 2021.

Legal:

The Horry County Code of Ordinances, Section 3-3 (e), subsection (1-5), provides that an original term of a commercial concession agreement can be extended prior to expiration under certain circumstances and with a recommendation from the Director of Airports. In compliance with the provisions of the Code of Ordinances, the Director of Airports hereby certifies that:

1. Republic Parking is a tenant in good standing and has complied with the terms of the existing agreement and has not been in default of any material provisions during the term of the agreement.
2. The rentals payable by Republic Parking during the extension period meet the requirements of all applicable provisions of the Horry County Code of Ordinances.
3. No other entity has made a written proposal or written unsolicited registration of interest on terms that would provide greater revenues to the County or would provide a more valuable service to aviation and the public at large than the proposed extension.
4. The extension of the agreement is necessary to avoid commercial hardship to the incumbent concessionaire and provides for the continuity of business.

5. The proposed extension is in the best interest of Myrtle Beach International Airport, the Horry County Department of Airports, and Horry County.

Recommendation:

It is my recommendation that we amend the courtesy passenger shuttle contract's termination date to July 31, 2021. Republic Parking meets all certification requirements as stated in Section 3-3 (e), subsection (1-5). This will allow for procurement efficiencies at the time of termination, and will assist with timing for the new parking contract solicitation.

Attachment



AMENDMENT NUMBER ONE

**COURTESY PASSENGER SHUTTLE AGREEMENT
MYRTLE BEACH INTERNATIONAL AIRPORT**

EFFECTIVE _____, 2019

This modification amends that certain Courtesy Passenger Shuttle Agreement dated July 1, 2012, by and between the parties to this modification (the "Agreement"). This modification extends the current contract termination date from June 30, 2020 to July 31, 2021 and is issued exclusively to incorporate into the Agreement.

All other provisions of the Agreement remain the same.

ACCEPTED:

HORRY COUNTY

REPUBLIC PARKING

By: _____

By: _____

Name: Steven S. Gosnell

Name: _____

Its: Administrator

Its: _____

Date: _____

Date: _____

CONTRACT FOR PROFESSIONAL SERVICES

Between: **HORRY COUNTY COUNCIL**, a political subdivision of the State of South Carolina, on behalf of and for its Department of Airports, whose Administrative Office is at 1100 Jetport Road, Myrtle Beach, SC 29577 ("**County**"); and Republic Parking Systems, ("**Provider**") a professional service provider to County of Horry for transportation services, whose administrative office is Republic Centre, Suite 2000, 633 Chestnut Street, Chattanooga, Tennessee 37450. This Contract for Professional Services ("**Contract**") is dated this 4 day of May, 2012, and shall have an Effective Date of the July 1, 2012 (the "**Effective Date**").

1. GENERAL TERMS OF CONTRACT

1.1. Headings: Headings to paragraphs in this Contract shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Contract.

1.2. Time of Performance: The timely performance by Provider of the services described in this Contract is of the essence, and shall commence on the Effective Date. Failure to perform timely, except for cause occasioned by Act of God, shall permit County to declare this Contract voided and of no further effect.

1.3. Arbitration: This contract is not subject to arbitration.

1.4. Dispute Resolution: If the parties hereto cannot settle any difference arising between them without litigation, any such litigation shall take place in the South Carolina Circuit Court in Conway, South Carolina.

1.5. Merger, Amendment, and Waiver: This Contract contains all the terms of all agreements, oral or written, between the parties, and is the only document containing all such terms. This Contract merges all prior contracts, agreements, and understandings between County and Provider concerning the scope of work described herein. The Scope of Services described in this Contract, and all other terms of this Contract, shall not be amended or varied except by a written instrument signed by a duly authorized signatory of County and Provider. Forbearance by County from enforcing the strict terms of this Contract shall not be a waiver of any other term of this Contract, nor shall such forbearance entitle Provider to rely upon such forbearance in the event of another similar breach by Provider of the terms of this Contract. Any variance to the terms of this Contract shall be attached as an Exhibit hereto, and shall have effect as from the effective date thereof as set forth on such Exhibit.

1.6. Compliance with EEOC and other State and Federal Laws: To the extent set forth in the respective statutes, Provider shall comply with the provisions of:

1.6.1. Title VII of the Civil Rights Act of 1964;

1.6.2. Age Discrimination in Employment Act of 1967;

1.6.3. Title I of the Americans with Disabilities Act of 1990;

1.6.4. Equal Pay Act of 1963;

1.6.5. Fair Labor Standards Act of 19--;

1.6.6. Immigration Reform and Control Act of 1986; and

1.6.7. South Carolina Wages Act, S.C. Code § 37-10-10 *et seq.*

1.6.8 South Carolina Worker's Compensation Act, S.C. Code § 42-1-10 *et seq.*

1.7. By entering into this Contract, Provider affirmatively warrants that Provider is currently in compliance with such laws as applicable to it by the terms of those laws, and further warrants that during the term of this Contract, Provider shall remain in compliance therewith.

2. SCOPE OF SERVICES:

2.1. Provider shall perform those tasks set forth in Exhibit "A" that is attached hereto and is incorporated herein by reference, within the time limits set forth herein. If any term of the Scope of Services set forth on Exhibit "A" shall conflict with the terms of this Contract, then such term as set forth on Exhibit "A" shall prevail unless otherwise explicitly provided herein.

2.2. All services to be performed by **Provider** under this Contract shall be performed within the term of this Contract, which shall be one initial five-year term, with three one-year optional terms following thereafter. This Contract shall automatically renew after the initial five-year term on the anniversary of this Contract's Effective Date, specified above, unless either party gives notice to the other in writing of its intent not to renew. Such notice must be received at least forty-five days prior to the expiration of the then-current term.

3. PAYMENT FOR SERVICES:

3.1. The cost of services are set forth in Exhibit "B" of this Contract. **Provider's** invoice to County will be on a basis of net 30 days after receipt by County of invoice. Invoices in respect of necessary services rendered by **Provider** after a notice of termination, as set forth herein, shall be fully payable by County as if this Contract continued in full force and effect.

3.2. Payment for services not included in the Scope of Services constitute additional charges to County, at rates and intervals to be agreed between County and **Provider** in a written instrument executed prior the performance of such services.

4. WARRANTIES OF PROVIDER AND COUNTY:

4.1. County warrants that:

4.1.1. County has the lawful authority required under State law and County's Ordinances to enter into and perform this Contract;

4.1.2. County shall not offer employment to any employee of **Provider** for a period of two (2) years after the termination, except for cause, of this Contract.

4.2. **Provider** warrants that **Provider** has:

4.2.1. All necessary State, County and City of Myrtle Beach licenses and consents required for **Provider** to enter into and fully perform the provision of any services set forth on Exhibit A, and is in good standing in the State of South Carolina;

4.2.2. All required insurances, including Worker's Compensation Insurance (where applicable) and General Liability Insurance, to indemnify County against any and all claims arising under or as a result of the performance of this Contract;

4.2.3. No conflict of interest with any other contract with a third party that might cause a claim to arise against County by the entry into or performance of this Contract by Provider.

4.3. Provider warrants that Provider shall throughout the term of this Contract:

4.3.1. Perform any services required under Exhibit A with a degree of skill and care of reputable members of the same profession in South Carolina;

4.3.2. Maintain all insurances required by law or this Contract, including worker's compensation, premises liability, general liability, and professional malpractice coverage in those amounts set forth on County's invitation to bid or Request For Proposal, that formed the basis of the Scope of Services of this Contract.

4.3.3. Properly withhold from all wages, commissions, salaries, and fees paid by Provider to third parties or employees, agents, or sub-contractors of Provider, all amounts required by State or Federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation;

4.3.4. Ensure that any third party, employee, agent, or sub-contractor of Provider shall comply with the terms of this Contract concerning employment discrimination, insurances, and withholdings, so far as concerns this Contract;

4.3.5. Comply with all lawful demands made pursuant to the South Carolina Freedom of Information Act, S.C. Code § 30-4-10 *et seq.* or the Federal Freedom of Information Act, 5 U.S.C.S. § 552;

4.3.6. Make no offer of employment to any County employee for a period of two (2) years after the termination of this Contract.

5. OWNERSHIP OF PROJECT MATTER: Unless otherwise agreed between County and Provider, and approved by County's attorney:

5.1. All plans, reports, surveys, and other professional work product of Provider concerning this Contract (but not internal working files, drafts, memoranda, and equipment) shall become the property of County during and at the completion or termination of this Contract;

5.2. All materials supplied or loaned by County to Provider during the term of this Contract shall remain the property of County;

5.3. All intellectual property provided to County by Provider and originating from this Contract shall become and remain the property of County, and Provider shall not, without the written consent and license from County, use such intellectual property for another commercial purpose;

5.4. County shall not become the owner, assignee, or licensee of any standard routine, programs, development tools, techniques, interfaces, texts, or other work existing prior to the date of this Contract that may be used by Provider in providing the services or intellectual property subject to this Contract, except as may be specifically agreed in writing between the parties.

6. EARLY TERMINATION OF CONTRACT: County and Provider shall have the right, upon sixty days written notice, to terminate this Contract, and thereafter County shall have no obligation to pay for services provided to County except up to the effective date of termination of this Contract. In the event Provider exercises its right to terminate this Contract, Provider will not cease services for a reasonable period of time, not to exceed One-Hundred Twenty days, to allow County to procure another Provider.

7. INDEPENDENT CONTRACTOR STATUS: Provider shall not, by entering into this Contract, become a servant, agent, or employee of County, but shall remain at all times an independent contractor to County. This Contract shall not be deemed to create any joint venture, partnership, or common enterprise between Provider and County, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

8. NOTICES TO PARTIES: All notices to each party to this Contract shall be in writing, and sent as follows:

8.1. To County:

8.1.1.

Michael LaPier, HCDA Director
1100 Jetport Road
Myrtle Beach, SC 29577
(Tel: 843/ 448-1580; fax 843/ 626-9096)

with a copy to:
HCDA Attorney,
1100 Jetport Road
Myrtle Beach, SC 29577
(Tel: 843/ 448-1580; fax 843/ 626-9096)

8.2. To Provider:

8.2.1.

Chris J. Howley
Executive Vice President/Airport Division
Republic Parking Systems
Republic Centre, Suite 2000
633 Chestnut Street
Chattanooga, Tennessee 37450
(423) 756-2771

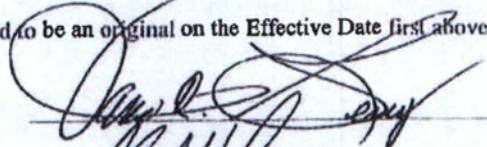
8.3. Form of Notice: All notices required or permitted under this Contract shall be effective:

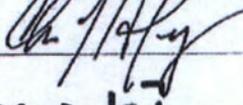
8.3.1. On the third (3rd) business day after mailing by depositing the notice in the United States Mail, first class postage prepaid, addressed as set forth above; or on the day of receipt of such notice (whether by mail, courier, hand delivery, or otherwise), whichever is the earlier date of receipt; or

8.3.2. On the first ^{Business} day after receipt of a facsimile transmission of the written notice, with delivery confirmed, provided that such notice is also thereafter sent by first class mail as set forth above.

9. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: Provider agrees to indemnify, hold harmless, protect and defend County and County's Council members, agents, representatives, and employees from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, expert witness fees and court costs, that are alleged to have occurred in whole or in part as a result of or due to the negligence or fault of Provider, its agents, consultants, employees or representatives, regardless of whether or not such claim, loss, liability, damage, cost or expense is caused in part by any party indemnified hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract in three (3) originals, each of which shall be deemed to be an original on the Effective Date first above written.

Provider: _____


Witness: _____


County: _____
Michael LaPier, Director, Horry County Department of Airports

Witness: _____

Exhibit A

1. **Scope of Services:** Provider shall provide shuttle vehicles and services for passengers arriving and departing Myrtle Beach International Airport ("Airport"). Each driver shall be an employee of Provider, and shall be properly licensed and insured for the provision of these services as required by this Contract. Provider shall also maintain a supervisor on duty at all times of operation under this Contract at the Airport.

2. **Hours of Operation:** Provider shall provide three (3) operational shuttle vehicles with minimum specifications as described in Exhibit "C". Shuttle drivers must have continuous, two-way radio communication ability between the shuttle vehicle and the on-site supervisor. Provider shall provide shuttle drivers seven days a week between the hours of 4:30 AM and 12:00 AM, inclusive (19.5 hours per every 24-hour cycle). During peak periods a second shuttle will be required to transport passengers between the designated parking areas and the airport terminal building. Provider's drivers shall remain in service until 12:00 AM unless there shall be a flight scheduled to arrive later than 11:30 PM, in which case the drivers shall remain in service until such time as the passengers from that flight have departed the baggage claim area. Start and stop times may be adjusted by the Director of Airports or a designated representative if airline flight schedules should change and require more or fewer hours of operation. The total shuttle vehicle and driver operational hours will be agreed to by both parties on a monthly basis. Shuttle hours may be adjusted during the month based on operational needs.

3. **Additional Terms:**

- a. Provider shall conduct its shuttle service at the Airport herein authorized in a reasonable and safe manner consistent with the overall image and atmosphere of a first class public facility. In striving to serve the public, Provider shall furnish prompt, courteous and efficient, nondiscriminatory service adequate to meet all reasonable requests there for.

- b. Provider shall have a Supervisor or other management personnel on duty and immediately available at all times during which the shuttle shall operate under this Contract. Such supervisor or other personnel shall be empowered and authorized to make decisions concerning the provision of services under this Contract, to discipline and direct employees, and to coordinate with Airport personnel relating to the provision of services under this Contract.

- c. Provider's employees shall at all times wear a uniform displaying Provider's company name and the employee's name. Provider shall ensure its employees maintain a clean, neat, and well-groomed appearance at all times while providing services under this Contract. Provider shall likewise ensure its employees refrain from abusive, insulting, or inappropriate language or behavior towards either the public or any personnel working at or around the Airport. Each shuttle driver shall be capable of and required to assist passengers load and off-load luggage and/or bags onto and off the shuttle. Driver solicitation of "tips" is prohibited.

- d. County will provide fuel/recharge for the shuttle vehicles. Provider will be responsible to provide three (3) operational shuttle vehicles. The Provider will perform all maintenance, cleaning and repairs of the shuttle vehicles. Total cost for maintenance, cleaning, repairs and damage is the responsibility of the Provider.

- e. Provider shall closely control and supervise the driving practices of its employees, and shall neither permit, authorize nor suffer fast, reckless or unsafe driving by its employees and shall take all steps necessary to correct specific instances of misconduct of which it is aware or which are reported to Provider by the County. Provider expressly acknowledges and agrees that public interest demands particular attention and deference to the public by Provider and its employees, especially as to vehicular traffic and pedestrians on the

Airport premises, and agrees that there will not be any policy of Provider promoting or requiring speed by its employees in operating motor vehicles on the Airport. Provider acknowledges and agrees that County has the right to ban from the Airport or remove the on-Airport driving privileges of Provider's employees determined by the County to have violated the provisions of this section or the County's rules and regulations for the operation of motor vehicles on Airport property.

- f. Provider shall ensure its employees shall not hinder police, fire-fighting, or other emergency personnel in the discharging of their duties or so as to constitute a hazardous condition that would increase the risks normally attendant upon the operations contemplated under this Agreement.
- g. The Director has the sole right to determine and change the route of the shuttle at any time within the duration of this agreement.
- h. The interior and exterior of the shuttle vehicles will be cleaned each morning prior to operation. A daily cleaning log will be maintained. The log will be provided to the Assistant Director of Airports at the end of each month.
- i. If Provider selects a gas vehicle, requests for refuel must be made through the Operations Office at least one hour in advance.

Exhibit B

During the new Terminal construction period, two (2) shuttles will be required to operate simultaneously. The new construction period will include the first six (6) to nine (9) months of the Contract. The total estimated shuttle operating hours during new Terminal construction will be ninety-eight-hundred (9800) hours. (Two (2) shuttles operating nineteen-and-one-half (19.5) hours per day for nine (9) months). During the remainder of the Contract, the estimated annual shuttle operating hours will be eighty-two-hundred (8200) hours. (One (1) shuttle operating nineteen-and-one-half (19.5) hours per day, twelve (12) months a year plus an additional shuttle operating during peak periods*, six (6) hours a day, six (6) months a years). **These times are approximate. They are estimates for planning purposes only and will be adjusted monthly throughout the Contract to meet passenger requirements.**

Provider shall be paid by County the sum of \$9.25 dollars per shuttle operator hour. These terms shall be effective throughout the first three (3) years of this Contract. At the end of the third year of the five (5) year Contract, the "dollars paid per shuttle operator" will be adjusted (if needed) according to the existing Consumer Price Index (CPI).

Provider will provide a Fixed Annual Cost of Operation in the sum of \$43,200 which will be equally divided among twelve (12) months. During each year of the Contract, the County will pay the Provider twelve (12) monthly installments of \$3,600.

Rates for additional renewal terms shall be negotiated and provided in a written amendment to this Contract, signed by both parties at least 90 days prior to the expiration of the then-current term.

*Peak periods will be determined by the Director of Airports or an assigned representative.

Exhibit C

Minimum Shuttle Vehicle Specifications

- Light colored, high-visibility exterior.
- Six Passenger seating
- White or Beige Canopy Top Covering Entire Passenger Area
- Cargo Box with Tie-Downs, Large Enough to Carry Three Med. Pieces of Luggage
- Headlights (2), Taillights (2), Horn, Brake Lights (2)
- Fuel Gauge and Hour Meter
- One Spare Tire Per Vehicle
- Windshield
- Rear View Mirror
- Large, Side Mount Rear View Mirrors
- Bed Mat for Cargo Box
- All Weather Enclosure
- Myrtle Beach Airport Logo on Front and Sides
- Remote Gate Opener

COUNTY OF HORRY
STATE OF SOUTH CAROLINA

) COMMUNITY BENEFIT RESOLUTION R-27-19
)

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

WHEREAS, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

WHEREAS, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

WHEREAS, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization & Purpose</u>
11	\$250	<u>SC Dept of Archives & History</u> – Research fee for conducting historical research on a military plane crash in District 11.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

AND IT IS SO RESOLVED this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 11

Date of Request 10/25/19

Non-Profit Organization Making Request:

Name: Janie Thompkins, Chairman on behalf of
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: Harry County Board of Architectural Review + Historic Preservation

Phone: _____ Federal ID Number: _____

IRS Code Section under which tax exemption was granted: _____

IRS Tax Exemption Determination Letter attached? _____ Yes _____ No

(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

Description of the Tax Exempt Purpose of this Organization:

Amount Requested \$250

Dated Needed _____

Describe below, in specific detail, how the funds will be spent if allocated:

Research fee for the SC Dept of Archives + History to research an historical plaque for a military plane crash in Dist 11 in the 1960s.

Requested By: (Printed Name) _____

Position in the Organization: Al Allen

Signature: _____

Check payable to SC Dept of Archives + History.

COUNTY OF HORRY) COMMUNITY BENEFIT RESOLUTION R-28-19
STATE OF SOUTH CAROLINA)

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

WHEREAS, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

WHEREAS, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

WHEREAS, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization & Purpose</u>
1	\$2,000	<u>Save R Cats</u> – funding support for feral cat trap/neuter program
6	\$1,000	

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

AND IT IS SO RESOLVED this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 1, 6

Date of Request 10/30/19

Non-Profit Organization Making Request:

Name: Save R Cats
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: PO Box 30596, Myrtle Beach 29588

Phone: _____ Federal ID Number: _____

IRS Code Section under which tax exemption was granted: _____

IRS Tax Exemption Determination Letter attached? on file Yes _____ No _____
(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

Description of the Tax Exempt Purpose of this Organization:

Amount Requested \$2000 - Dist 1 \$1000 - Dist 6 Dated Needed _____

Describe below, in specific detail, how the funds will be spent if allocated:

Funding support for feral cat trap/neuter program

Requested By: (Printed Name) _____ Havela Waley

Position in the Organization: _____

Signature: _____

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA) COMMUNITY BENEFIT RESOLUTION R-29-19

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

WHEREAS, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

WHEREAS, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

WHEREAS, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization & Purpose</u>
Chairman	\$10,000	<u>Horry County Police Department</u> – funding for Shop With A Cop program.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

AND IT IS SO RESOLVED this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

REQUEST FOR ALLOCATION OF RECREATION FUNDS

Request is made to Council District All Date of Request 08/29/2019

Non-Profit Organization Making Request:

Name: Horry County Police Department-Shop with a Cop Program

(must list the legal name of the Organization that agrees to the Federal ID Number)

Address: 2560 N. Main St. Suite 7

Conway, SC 29526

Telephone Number: 843-915-8340

Federal Identification Number: 57-6000365

IRS Code Section under which tax exemption was granted: _____

IRS Tax Exemption Determination Letter attached? (circle answer) Yes No

If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.

Description of the Tax Exempt Purpose of the Organization

Describe below, in specific detail, how the funds will be spent if allocated.

Each year, during December, Horry County Police Officers pair up with kids who have been selected by their schools to participate in Shop with a Cop. These are kids who, without this program, probably would not enjoy Christmas like the majority of other more fortunate kids do. Your generosity and financial support will enable this program to succeed.

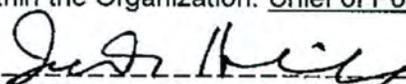
Amount Requested: \$10,000.00 Date amount is needed: 12-01-19

State why this is an appropriate use of Council Recreation Funds:

Requested by:

Printed name: Joe Hill

Position within the Organization: Chief of Police

Signature: 
Review Process: _____

APPLICATION FOR COUNTY APPOINTMENTS

NAME: RICHARD C. PATTERSON DATE 7-14-19

ADDRESS: 125 B RIVER VILLAGE DR
LITTLE RIVER, S.C. 29566

TELEPHONE NUMBER: 574 993-3026 (home) _____ (work)

DATE OF BIRTH 12-8-32

YOUR COUNCIL MEMBER / DISTRICT: #1 HAROLD WORLEY

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

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

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

EDUCATION: Bachelor Degree Bethel College
MISHAWAKA, IN

MASTERS IN EDUCATION + BUSINESS
ST. FRANCIS FORT WAYNE, IN.

WORK:
1956 - 1973 SELF EMPLOYED BARBER IN.
1974 - 1995 TEACHER, COACH BETHEL COLLEGE IN.
2013 - 2018 STARTER EBERHART COLFCOURSE
MISHAWAKA, IN

CIVIC ACTIVITIES:

RED CROSS INSTRUCTOR 1975 - 1996
CLERK AT POLLS 4 YRS. ST JOSEPHS CO.
VOLUNTEER TEACHER DOMINICAN, REPUBLIC AYB.

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

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

No

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

Richard E. Patterson

Signature

7-14-19

Date

APPLICATION FOR COUNTY APPOINTMENTS

NAME: Carol J Patterson DATE 7/14/19

ADDRESS: 125 B River Village Dr.
Little River, SC 29566

TELEPHONE NUMBER: 574-993-3027 (home) _____ (work)

DATE OF BIRTH 3/7/36

YOUR COUNCIL MEMBER / DISTRICT: #1 Harold Worley

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

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

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

EDUCATION: Bethel College B.A. (1968) IUSB MA (1972)
St. Francis - Counseling & Guidance (1977)
IUSB Administration (1983)

WORK:

1968-1995 Mishawaka School City (Teacher, Counselor,
Administrator)
2004-2009 Texas Migrant Council - Teacher
2014-2019 Grace Academy Daycare - Curriculum Director

CIVIC ACTIVITIES:

Literacy Council Tutor, Polling clerk,
Volunteer Teacher - Dominican Republic
Aids Advisory Council

LIST PREVIOUS SERVICE ON Horry COUNTY BOARDS OR COMMISSIONS
(indicate dates or terms):
None

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

NO

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

Carol J Patterson
Signature

7/14/19
Date

APPLICATION FOR COUNTY APPOINTMENTS

NAME: Christina Prince DATE 7-16-19

ADDRESS: 4515 Live Oak Drive
Little River, SC 29566

TELEPHONE NUMBER: 843457820 (home) same (work)

DATE OF BIRTH 5-14-78

YOUR COUNCIL MEMBER / DISTRICT: _____

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

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

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

EDUCATION: NMB High School

Lander University - BS in Communications
Grand Canyon University - Masters in Education

WORK: HCSD - 15 years / teacher

CIVIC ACTIVITIES:

Trinity United Methodist Church - member

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

none

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

none

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

C. Pele

Signature

7-10-19

Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

RESOLUTION R-126-19

**A RESOLUTION HONORING AND RECOGNIZING VETERANS OF THE ARMED FORCES
OF THE UNITED STATES OF AMERICA.**

WHEREAS, for more than 243 years courageous men and women from all walks of life have taken up arms and donned the uniform of our Armed Forces; and

WHEREAS, Veterans Day has been set aside as a national, state and Horry County holiday to honor those American patriots who answered the call of duty, preserving our freedoms; and

WHEREAS, we can never fully repay our debt of gratitude to those heroic men and women who served, were wounded, or even made the ultimate sacrifice; and

WHEREAS, the unwavering commitment of Soldiers, Sailors, Airmen, Marines, Coast Guardsmen, and Merchant Mariners have preserved our freedoms and saved millions around the world from tyranny; and

WHEREAS, Horry County is home to over 30,000 veterans through whose selfless service and sacrifice we enjoy freedom and liberty; and

NOW, THEREFORE, BE IT RESOLVED that Horry County Council does hereby recognize all veterans and the men and women that are currently serving in our armed forces around the world.

AND IT IS SO RESOLVED this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION R-127-19

A RESOLUTION TO REVISE THE HORRY COUNTY EMPLOYMENT GUIDELINES.

WHEREAS, Horry County Council resolves to implement employment guidelines that create an effective and efficient workplace; and

WHEREAS, Horry County Council recognizes that employment guidelines should be revised periodically; and

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the modification to the Horry County Employment Guidelines as set forth on the following pages:

AND IT IS SO RESOLVED this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council



County Council Decision Memorandum

Horry County, South Carolina

Date: October 30, 2019

From: Patrick Owens, Director of Human Resources

Cleared By: Steve Gosnell, County Administrator
Barry Spivey, Assistant County Administrator – Administration
David Gilreath, Assistant County Administrator – Infrastructure & Regulation
Randy Webster, Assistant County Administrator – Public Safety
Scott Vanmoppes, Director – Department of Airports
Arrigo Carotti, County Attorney

Re: Review and Proposed Modification of the Employment Guidelines

ISSUE

The Administrator is recommending a series of updates to address employee benefit leave, emergency leave pay, photo guidelines, and mandatory employee law updates from Federal and State actions.

BACKGROUND

The employment conditions, procedures and protocol for all staff working for non-elected or appointed departments are governed by the Employment Guidelines. Elected and appointed officials are encouraged and most often follow the Employment Guidelines voluntarily.

The Employment Guidelines contain the following sections and topics:

1. General Guideline Issues
2. Grievance Policy
3. Personnel Records
4. Attendance and Leave
5. Disciplinary Actions
6. Employment Status and Changes
7. Harassment
8. Nepotism and Closer-than-normal Relationships Policy

The following modifications are recommended as changes to this policy:

Modifications to employee benefits

- a. Section 4.4 – Vacation Leave Guidelines
 - i. Part C. Crediting and Computation
The section is being revised to add back a “0 <5 years” that was previously deleted. Each subsequent tier receives an additional 40 hours, which is still 24 hours less per tier than the previous paid time off schedule.
 - ii. Part G. Vacation Leave Buyback Program
This section is being added to provide a leave longer tenure employees the ability to request compensation for vacation balances.
- b. Section 4.11, subpart 8 – Compensation During Declaration of Emergency

- This section is being revised to pay employees when offices are closed during a declaration of emergency.
- c. Section 4.13 Extended Leave of Absence-Discretionary Leave (Non-Occupational)
This section is being revised to identify applying the 180-day limitation to non-occupational incidents (incidents not related to the employee's job).
 - d. Section 4.14 Extended Leave of Absence – Occupational
This section is being added to provide, with the Administrator's approval, up to 360 days of extended leave to employees who are injured on the job.
 - e. Section 6.3, part A2. Temporary Status
Language is being added to allow temporary employees to be utilized for longer than six months when needed to replace an employee who is out on extended leave per sections 4.13 and 4.14.

Procedural Updates

- a. Section 1.12 – Employee Photo Guidelines
New addition requested by the Public Information office to inform employees that their likeness may appear in County information transmissions.
- b. Section 4.4 – Vacation Leave Guidelines
 - i. Part A. Eligibility: This section is being revised because the existing language refers to the process used in our old AS/400 system. The new language reflects the process in our new Munis system.
 - ii. Part B. Use of Time: This section is being revised for the same reason as Part A. Language related to our old AS/400 system is being deleted
- c. Section 4.5 Sick Leave Guidelines, Part A. Eligibility
The language of this section is being revised to match our Munis system. The current language is related to our old AS/400 system and is no longer relevant.
- d. Section 4.15 Outside Employment and Approved Leave
This section's number is being changed due to the additional of Section 4.14 Extended Leave of Absence – Occupational.

RECOMMENDATION

Staff recommends approval of the suggested revisions to the Employment Guidelines. The above items notes in the section Modification to employee Benefits does have a financial impact on Horry County. Greater number of days available for vacation leave will impact shift departments (primarily Public Safety) to maintain minimum staffing levels. Extended leave will similarly impact those shift departments. A leave buyback program can be managed within existing budgets as non-reoccurring budgetary saving can be used to fund those opportunities. Any increased financial impact will be lessened or reduced entirely from savings due to lower turnover, retention of experienced employees, and greater productivity from our employees.

These modifications are recommended as an appropriate investment in the Employees of Horry County.

Employment Guidelines

Proposed Revisions

Process

- Feedback from Council, departments, and employees.
- Review by Administrator and assistant administrators

Proposed Revisions

- Employee Photo
- Vacation Leave
 - Sick Leave (language update)
- Paid Leave Buyback
- Compensation During Declaration of Emergency
- Extended Leave of Absence (“180 Rule”)
 - Original Appointments (language related to Extended Leave)

Section 1.12 Employee Photo Guidelines

- New addition.
- Advises employees that their likenesses may be used in the course of County operations/business.

Section 4.4 Vacation

- Added back a five-year tier, which also added additional hours to subsequent tiers.

Vacation Tiers – 2,080 Annual Hours – Regular Employees

New Tiers – Annual Hours = 2,080					
Years of Service	0 < 5	5 < 10	10 < 15	15 < 20	≥20
Earnings per Year	80	120	160	200	240
Earnings per Month	6.67	10.00	13.33	16.67	20.00

Old Tiers – Annual Hours = 2,080					
Years of Service	0 < 10	10 < 15	15 < 25	≥25	
Earnings per Year	80	120	160	200	
Earnings per Month	6.67	10.00	13.33	16.67	

Vacation Tiers – 2,223 Annual Hours – Police/Detention

New Tiers – Annual Hours = 2,223					
Years of Service	0 < 5	5 < 10	10 < 15	15 < 20	≥20
Earnings per Year	85.50	128.50	171	213.75	256.50
Earnings per Month	7.13	10.71	14.25	17.81	21.38

Old Tiers – Annual Hours = 2,223				
Years of Service	0 < 10	10 < 15	15 < 25	≥25
Earnings per Year	85.50	128.25	171	213.75
Earnings per Month	7.13	10.71	14.25	17.81

Vacation Tiers – 2,756 Annual Hours – Fire/Rescue

New Tiers – Annual Hours = 2,756					
Years of Service	0 < 5	5 < 10	10 < 15	15 < 20	≥20
Earnings per Year	106	159	212	265	318
Earnings per Month	8.83	13.25	17.67	22.08	26.50

Old Tiers – Annual Hours = 2,756				
Years of Service	0 < 10	10 < 15	15 < 25	≥25
Earnings per Year	106	159	212	265
Earnings per Month	8.83	13.25	17.67	22.08

Vacation Tiers – 2,496 Annual Hours – Alternate Fire/Rescue

New Tiers – Annual Hours = 2,496					
Years of Service	0 < 5	5 < 10	10 < 15	15 < 20	≥20
Earnings per Year	96	144	192	240	288
Earnings per Month	8.00	12.00	16.00	20.00	24.00

Old Tiers – Annual Hours = 2,496				
Years of Service	0 < 10	10 < 15	15 < 25	≥25
Earnings per Year	96	144	192	240
Earnings per Month	8.00	12.00	16.00	20.00

Additional Revisions Section 4.4 Vacation Leave and 4.5 Sick Leave

- **Language revised to match current Munis system.**

Section 4.4, G Vacation Leave Buyback

- Section added back to provide the Administrator the ability to offer buyback program for vacation leave when funds are available.

Section 4.11, Part 8 Compensation During Declaration of Emergency

- Provides for the Administrator to pay employees when offices are closed and Council makes a Declaration of Emergency.

Sections 4.13 and 4.14 – Extended Leave

- Revised Section 4.13, Extended Leave of Absence, to address only non-occupational illnesses and injuries (non-work related) and maintained the 180-day limit, though the Administrator still has discretion to extend an absence beyond 180 days.
- Added Section 4.14, Extended Leave of Absence – Occupational, to address occupational injuries (work-related) and provided a leave of absence length of up to 365 days.

Additional Revisions Related to the Addition of Section 4.14 Extended Leave of Absence - Occupational

- Renumbered Outside Employment section from 4.14 to 4.15 to reflect the addition of Extended Leave of Absence-Occupational.
- Section 6.3 Original Appointments, part A2: Added language indicating that temporary employees hired in response to an extended leave of absence (per sections 4.13 & 4.14) may be retained longer than six months when necessary.

Additional Issues Reviewed

- Facial hair and other dress code issues.
 - Other than general professional appearance, policies related to dress code and facial hair should be determined at the department level as some department operations are governed by regulations and standard industry norms for specific services.
- Using take-home vehicles for personal use.
 - Current liability coverage does not include this use.
 - Potential for additional liabilities:
 - Injury of a non-employee
 - Duty to respond with a non-employee passenger.

Summary

- Impacts:
 - Additional vacation leave may impact shift departments that need to cover when an employee is absent due to vacation.
 - Additional extended leave time for occupational injuries may impact departments that need to cover when an employee is absent. A position that is occupied by an employee on extended leave cannot be filled by a regular employee; however, a temporary employee may be used if feasible.
 - Investment in additional vacation leave, additional extended leave, and the possibility of vacation buyback will positively influence morale, which should have a positive effect on employee retention and employee performance.

**Administration Committee recommended disapproval
10/30/19**

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA) COMMUNITY BENEFIT RESOLUTION R-26-19

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

WHEREAS, Horry County Council has provided \$240,000 in the General Fund budget for Council District community benefit accounts, from which each council member is allotted \$20,000 per annum; and

WHEREAS, the expenditure of such funds must be for a public purpose with allocations made to organizations with appropriate tax exempt status; and

WHEREAS, the following allocations have been requested:

<u>Council District</u>	<u>Amount</u>	<u>Organization & Purpose</u>
3, 6, & 8	\$1000 each	<u>Joshua Empowerment Foundation</u> – sponsorship of Let's Stop the Violence Anti-Bullying event.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County's funding agreement and procedures as applicable.

AND IT IS SO RESOLVED this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District See Below

Date of Request October 5

Non-Profit Organization Making Request:

Name: JOSHUA EMPOWERMENT FOUNDATION
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: 1408 Fisher Dr Myrtle Beach 29577

Phone: 843-267-1914 Federal ID Number: 83-1679606

IRS Code Section under which tax exemption was granted: _____

IRS Tax Exemption Determination Letter attached? Yes Yes _____ No

(If above answer is "No", attach other information that supports that the IRS has identified your organization as exempt from tax.)

Description of the Tax Exempt Purpose of this Organization:

Community & Family Services

Amount Requested \$3000.00 Dated Needed Oct 25

Describe below, in specific detail, how the funds will be spent if allocated:

Let's Stop the Violence
Domestic Violence Anti Bullying
Event

Requested By: (Printed Name) Timothy McCoy

Position in the Organization: President/CEO

Signature: [Handwritten Signature]

\$1000 each from Dennis DiSabato, Johnny Vaught +
Cam Crawford

Fred Nesta

LET'S **STOP** THE VIOLENCE!

Saturday 11/2/19 3rd Annual Awareness Event • MBHS

On November 2nd, our communities will come together and walk on glass to stop women and children from walking on eggshells.



The Ugly Truth About South Carolina

5th in Men Killing Women!

14th in Bullying!



- Stomp Out Bullying **Now**
- Stop Domestic Violence **Now**
- Free Event - Public Welcome
- Free Bus Transportation Available
- Moms, Dads & Kids of All Ages Welcome

SPONSORSHIP OPPORTUNITIES

Local Municipalities • Law Enforcement • Advocates • Civic Groups • Corporations • Individuals



SCHEDULE OF EVENTS & ACTIVITIES*

- 10:00am: Set Up
- 11:00am: Introductions & Opening Prayer
- 11:15am: Dave Albin: *World-Famous Motivational Speaker*
- 12:30pm: Circle of Hope with Prayers Over Survivors
- 12:45pm: Lunch
- 1:30pm: Overcome Your Fears!
 - Walking on Glass / Dave Albin
 - Breaking Boards / Dave Albin
- 3:30pm: Adjourn (school buses take guests back)
*Agenda Order Subject to Change

ORGANIZERS

Horry County Schools
Let's Stop The Violence Committee
Italian American Heritage Charitable Council

Face Painting!



SPONSORSHIPS

- Title Sponsor: \$4,000+
- Platinum: \$3,500+
- Gold: \$3,000+
- Silver: \$2,500+
- Bronze: \$2,000+
- Copper: \$1,000+
- Donor: \$500 or Any Amount

Make Checks Payable to IAHC
(SC non-profit #81-3544676)
1335 Hidden Harbor Road
Myrtle Beach, SC 29577

INFORMATION

Fred Nesta (401) 743-5588
Mike King (843) 455-2323

SATURDAY, NOVEMBER 2, 2019 11am-4pm

Myrtle Beach High School • 3302 Robert Grissom Pkwy • Myrtle Beach SC 29577

Dave Albin's Bio

Dave Albin has been changing peoples lives on a grand scale since 1995. Dave will provide dynamic fear, stress, and state management experiences for both the Corporate and the Private Sector. He is a Master at creating paradigm-shifting life-changing experiences. These Team Building type activities change lives, it's that simple. Having worked with over 500,000 people in his career, he uses fear-based elements like Glasswalking, Firewalking, Board Breaking, Arrow Breaking, and Fire Eating to show people what is really possible in life. He backs that up with a powerful Keynote presentation that his clients NEVER forget.

Experience the creation of a Powerful Culture and a Positive Environment

- Raise Self-Worth, Self-Confidence and Self-Belief -- instantly, guaranteed!
- Experience instant camaraderie, bonding and trust

- [Biography](#)
- Check out Videos of many events on U-Tube
- Davealbinfirewalkadventures.com
- See a 3 year old walk over glass after severe traumatic event and the results in her life. See a Paraplegic man walk on Glass with his hands. See why Oprah made major business decision after a firewalk, See Dave break a Glasswalk World record in Paris France with over 1200 people walking See Dave work with Woman Children Businesses and see why [
- NASA gave him an award and named him BEST Motivational Speaker after his 3 day seminar and activities Fire Walk, Glass Walk Brick and Board Breaking to name a few done at NASA]many others you will be amazed.

Dave's passion for changing people's lives began in 1995 after attending his first Tony Robbins Seminar. Though he initially resisted the idea of walking on hot coals exceeding 1000 degrees in temperature, after a little last-minute encouragement, he found himself celebrating at the other end of the fire lane, with a crewmember affirming, "You did it, you did it, you do it!" That was the exact life-changing moment that Dave's love, passion, and fascination for firewalking and other life-changing experiences was born.

That's when Dave's love, passion, and fascination for paradigm shifting and changing people's lives was born.

Dave started crewing for the Anthony Robbins Companies and began his career as a firewalk coach, trainer and facilitator in 1995. He also joined Tony Robbins Security Team providing security for many of Tony's VIPs, celebrities, professional athletes, and special guests.

In 2003, Mr. Robbins asked Dave to take over his firewalks as Fire-Captain. In February, 2014, after facilitating 100+ firewalks, Dave retired from the Anthony Robbins Companies to venture out on his own. Dave also facilitated several firewalks for T Harv Eker. His experience is quite impressive, as he and his team have walked over 500,000 people, including setting a record in 2005, with 12,300 people at a single event in London. He and his team have walked many celebrities, professional athletes, and young children, including Dave's own, who walked at the ages of 6 and 9.

Dave is one of the most experienced Life-changing coaches and facilitators on Earth. He is very clear that with great wisdom comes great responsibility, and he takes his gift very seriously. He loves what he does, and watching people change right before his eyes is something he will forever want to facilitate. If you want to create change in your people, Dave is your guy. There is a reason that Tony Robbins put his faith and trust in Dave to facilitate firewalks for 19+ years.

I've watched thousands of transformations in my lifetime. I've seen what the glasswalk, firewalk of one of our other many experiences does for anyone. These life-shifting experiences change people's lives on the spot, an inspiration and a lesson about what's possible in life.

So many people are told what they cannot do and why they cannot do it. I teach just the opposite and then we show them, You Can Do Whatever You Put Your Mind To.

I've seen many people influenced by the positive paradigm shift that happens during a glass-walking or firewalking event. There's a real profound moment as you look down at that glass or hot coals. As you take that first step, and then when you get to the other side, you discover what it's like to feel that

fear, embrace that fear, and move beyond that fear. You literally take your life to another level.

I've watched many hundreds of thousands of people glasswalk and firewalk. I've learned that if they take the first step, they'll definitely take the second, third, fourth, fifth, and so on, because now it's about getting to the other side.

What is your fear?

Whatever it is, I'm here to tell you that it's not insurmountable. You must take that first step. Taking the first step is monumental in reclaiming your power to move forward, to take the first step on the glass or fire.

The result is a transformation that is profound beyond words. There is a reason Tony Robbins put his faith and trust in Dave to create these life-changing experiences, and now you can too. Google [davealbinfirewalkadventures](#) and watch his event videos and you will see how Blessed we are to get Dave to come to MB for our Domestic Violence Anti Bullying Event

Fred Nesta

401-743-5588

(f) In accordance with the provisions of Section 4-9-30(5) of the SC Code (the “Act”), and pursuant to Ordinance No. 9-84 enacted by the County Council on December 5, 1984, the County established the Horry County Fire Protection District (the “District”) for the purpose of providing fire protection services (the “Services”) throughout the unincorporated area of the County. The District is a special taxing district of the County and is not a political subdivision of the State or the County separate and distinct from the County. All matters with respect to the District are under the control of the County Council and are administered by the County, as are other County matters. The District includes all the unincorporated areas of the County, except for a section served by the Murrells Inlet-Garden City Fire Department (a special purpose district established in 1966). By agreement effective January 1, 1988, the incorporated area within Town of Aynor is taxed for and receives fire protection from the District. By Agreement effective November 1, 2002, the incorporated area within the Town of Atlantic Beach is taxed for and receives fire protection from the District.

(g) Pursuant to Title 4, Chapter 15 of the SC Code, as supplemented by Section 11-27-40 of the SC Code (collectively, the “Bond Act”), the County is empowered to issue general obligation bonds for any authorized purpose.

(h) Pursuant to the Act, prior to the issuance of general obligation bonds to provide the Services in the District and the levy of a tax to retire the bonds at rates different from those levied in the remainder of the County related to the nature and level of government services to be provided in the District, the County Council shall first approve the issuance of the general obligation bonds and the levy of the tax to retire the bonds by ordinance. Pursuant to this Ordinance, County Council is authorizing the issuance and sale of general obligation bonds (the “Bonds”) in connection with the District, and providing for the levy and collection of an annual *ad valorem* tax within the District which will be sufficient to provide for the payment of the principal of and interest on such Bonds. In compliance with Article X, Section 12 of the Constitution, a tax in an amount designed to provide debt service on such Bonds shall be imposed upon the area or persons in the District receiving the benefit of the fire protection services.

(i) The proceeds derived from the sale of the Bonds authorized herein shall be applied to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: expansion of the Socastee fire station, addition to the Goretown fire station, replacement of the Forestbrook fire station, and replacement of Longs fire station (collectively, the “Projects”); and (ii) paying the costs of issuance of the Bonds.

(j) The Projects are necessary and in the best interest of the County and the District. The issuance of the Bonds authorized by this Ordinance for such purposes is necessary and such Bonds will be issued for a corporate purpose and a public purpose of the County, and the benefits arising from the Projects will accrue to all persons and property within the District.

(k) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$2.2 million aggregate principal amount general obligation bonds of the County to provide funds for the purposes set forth in Section 1(i) above.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued, not exceeding \$2.2 million principal amount of general obligation bonds of the County (the “Bonds”) in the principal amount as determined by the County Administrator and/or his lawfully-authorized designee pursuant to Section 4 hereof, and shall be issued to obtain funds for any of the purposes set forth in Section 1(i) above.

The Bonds shall be designated “\$(principal amount issued) General Obligation Bonds, Series 2020B, of Horry County, South Carolina (Horry County Fire Protection District)”.

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

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

SECTION 3. Redemption Provisions. The Bonds shall be subject to redemption prior to their stated maturities on such terms as shall be determined by the County Administrator and/or his lawfully-authorized designee. Pursuant to Section 4 hereof, the County Administrator and/or his lawfully-authorized designee may also determine whether any of the Bonds are subject to mandatory sinking fund redemption.

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

SECTION 4. Determination of Certain Matters Relating to the Bonds. The County Administrator and/or his lawfully-authorized designee are hereby authorized and empowered to: (a) determine the original issue date of the respective series of the Bonds; (b) determine whether any of the Bonds will be issued as term bonds and, if so, the principal amounts and maturity dates of the Bonds subject to mandatory sinking fund redemption; (c) determine the final principal amount of the Bonds; (d) determine the maturity schedule and the principal amounts of each maturity of the respective series of Bonds; (e) determine the interest payment dates of the Bonds; (f) determine the time and date of sale of the Bonds, subject to the terms and conditions stated below; (g) determine the optional redemption provisions applicable to the respective series of Bonds; (h) determine whether the Bonds should be sold simultaneously or in coordination with the sale of the County’s General Obligation Bonds Series 2020A (the “Series 2020A Bonds”); (i) adjust the principal amounts of each maturity of the Bonds as prescribed in the Notice of Sale; (j) determine the date and time of sale of the Bonds; (k) approve the Registrar/Paying Agent for the Bonds; (l) negotiate and execute all other contracts or certificates

which may be necessary in connection with the issuance of the Bonds (including, without limitation, such contracts or certificates as may be necessary in the event the Bonds are insured by a municipal bond insurance policy); and (m) determine whether the Bonds will be designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The Council further authorizes and empowers the County Administrator and/or his lawfully-authorized designee to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of Notice of Sale for the Bonds. After the sale of the Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph. The County Administrator may designate one or more of the following County officials as his lawfully-authorized designee(s): the Director of the Administration Division, the Assistant County Administrator - Administration Division or the County Treasurer.

SECTION 5. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

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

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 7. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the

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

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

SECTION 8. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar.

SECTION 9. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 10. Security for Bonds. For the payment of the principal of and interest on the Bonds, as they respectively mature, the full faith, credit and taxing power of Horry County, South Carolina, are hereby irrevocably pledged, and pursuant to Section 4-9-30(5) of the SC Code and Section 12 of Article X of the Constitution, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an *ad valorem* tax, without limit, on all taxable property in the District, sufficient to pay the principal of and interest on such Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. Bonds issued by the County for the District are the primary obligation of the District and only in the event *ad valorem* taxes levied and collected in the District are insufficient to pay the debt service on the Bonds shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds as they mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the Auditor and Treasurer of the County written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the District, an *ad valorem* tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 11. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in The Sun News, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 12. Initiative and Referendum. The County Council hereby delegates to the County Administrator and/or his lawfully-authorized designee the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator and/or his lawfully-authorized designee are authorized to cause such Notice to be published in a newspaper of general circulation in the County in substantially the form attached hereto as Exhibit C.

SECTION 13. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the SC Code from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 14. Tax Covenants. The County hereby covenants and agrees with the holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the holders of the Bonds for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be “arbitrage bonds,” as defined in Section 148 of the Code, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the Code.

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

SECTION 15. Book-Entry System. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

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

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

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

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

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

SECTION 16. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit D attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 17. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator and/or his lawfully-authorized designee to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds. Such Preliminary Official Statement and Official Statement may be prepared in coordination with the issuance of the Series 2020A Bonds.

SECTION 18. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 19. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit E attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance. The County Administrator and/or the Assistant County Administrator - Administration Division are hereby authorized to adopt written procedures relating to compliance with continuing disclosure obligations with respect to bonds or other financial obligations issued by the County from time to time, including the Bonds.

SECTION 20. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund to the credit of the County and shall be applied as follows: (a) any premium shall be placed in the sinking fund established by Section 4-15-150 of the SC Code; (b) accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds; and (c) the balance of the proceeds shall be applied for the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds.

SECTION 21. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

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

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

“Government Obligations” shall mean any of the following:

(a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America; and

(b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”).

SECTION 22. Miscellaneous. The County Council hereby authorizes the Chair of the County Council, the Clerk to the County Council, County Administrator, the Assistant County Administrator - Administration Division and the County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains Burr & Forman LLP as bond counsel, and First Tryon Advisors as Financial Advisor, in connection with the issuance of the Bonds.

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

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

[Signature Page follows]

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chair

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

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

ATTEST:

Patricia S. Hartley, Clerk to Council

First Reading: October 1, 2019
Second Reading: October 15, 2019
Third Reading: November 5, 2019

Signature Page to Ordinance

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF HORRY
GENERAL OBLIGATION BOND, SERIES 2020B
(HORRY COUNTY FIRE PROTECTION DISTRICT)

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL ISSUE</u> <u>DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER:

PRINCIPAL AMOUNT: DOLLARS

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

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

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapters 15 and 9, and Title 11, Chapter 27, Code

of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2019 (the “Ordinance”).

For the payment of the principal of and interest on this Bond, as they respectively mature, and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and pursuant to Section 4-9-30(5) of the SC Code and Section 12 of Article X of the Constitution, there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an *ad valorem* tax, without limit, on all taxable property in the District (as defined in the Ordinance), sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor. This Bond and the series of Bonds of which it is one, issued by the County for the District are the primary obligation of the District and only in the event *ad valorem* taxes levied and collected in the District are insufficient to pay the debt service on the Bonds shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds as they mature and to create such sinking fund as may be necessary therefor.

[Redemption Provisions]

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

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

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; and that for the payment of the principal of and interest on this Bond as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the South Carolina Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the District an *ad valorem* tax in an amount designed to pay debt service on the Bond.

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

Horry County, South Carolina

(SEAL)

Chair, County Council

ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

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

As Registrar

By: _____
Authorized Officer

Date of Authentication: _____

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

TEN COM – As tenants in common

UNIF GIFT MIN. ACT

TEN EN – As tenants by the entireties

(Cust.) Custodian (Minor)

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

Under Uniform Gifts to Minors

(State)

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

FORM OF ASSIGNMENT

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

(Name and address of Transferee)

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

Dated: _____

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

HORRY COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Horry County, South Carolina (the "County"), in County Council Chambers, Horry County Government Complex, 1301 Second Avenue, Conway, South Carolina at [6:00 p.m.] on _____, 2019.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds, Series 2020B, of Horry County, South Carolina (Horry County Fire Protection District), in the principal amount of not exceeding \$_____ (the "Bonds"). The proceeds of the Bonds will be used to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: expansion of the Socastee fire station, addition to the Goretown fire station, replacement of the Forestbrook fire station, and replacement of Longs fire station; and (ii) pay the costs of issuance of the Bonds.

For the payment of the principal of and interest on the Bonds as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are pledged; provided, that pursuant to and in accordance with the provisions of Section 12 of Article X of the South Carolina Constitution and the provisions of Section 4-9-30(5) of the South Carolina Code, there shall be levied annually within the District an *ad valorem* tax in an amount designed to pay debt service on the Bonds.

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

COUNTY COUNCIL OF HORRY COUNTY,
SOUTH CAROLINA

/s/ _____
Chair

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the “County Council”) of Horry County, South Carolina (the “County”), on _____, 2019 enacted an ordinance entitled “AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$_____ GENERAL OBLIGATION BONDS, SERIES 2020B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF HORRY COUNTY, SOUTH CAROLINA (HORRY COUNTY FIRE PROTECTION DISTRICT); FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY-AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO” (the “Ordinance”). The Ordinance authorized the issuance and sale of not exceeding \$_____ General Obligation Bonds (Horry County Fire Protection District), Series 2020B of the County (the “Bonds”).

The proceeds of the Bonds will be used to (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: expansion of the Socastee fire station, addition to the Goretown fire station, replacement of the Forestbrook fire station, and replacement of Longs fire station (collectively, the “Projects”); and (ii) pay the costs of issuance of the Bonds.

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

HORRY COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF SALE

\$ _____ * GENERAL OBLIGATION BONDS, SERIES 2020B
 (HORRY COUNTY FIRE PROTECTION DISTRICT)
 HORRY COUNTY, SOUTH CAROLINA

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

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

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

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

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

 *Preliminary, subject to adjustment.

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

The Bonds will be dated the date of their delivery (which is expected to be _____, 2020, and will mature in successive annual installments on _____1 in each of the years and in the principal amounts as follows:

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

*Preliminary, subject to adjustment.

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

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

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

Good Faith Deposit: No good faith deposit is required.

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

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

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

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

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

Purposes: The Bonds are being issued to: (i) defray the costs of design, acquisition or construction (including any engineering, architectural, accounting, financial and legal fees) of any one or more of the following projects: expansion of the Socastee fire station, addition to the Goretown fire station, replacement of the Forestbrook fire station, and replacement of Longs fire station; and (ii) pay the costs of issuance of the Bonds.

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

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

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

Official Statement: The County deems the Preliminary Official Statement to be “final” as described in SEC Rule 15c2-12(b)(1) for the purposes of such Rule. Upon the award of the Bonds, the County will prepare a Final Official Statement (the “Official Statement”) in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will provide the successful bidder a sufficient quantity of Official Statements to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Security: The Bonds will constitute binding general obligations of the County, and as such will be payable from such tax as may be levied and collected on all taxable property without limit in the unincorporated area of the County within the fire district designated as the Horry County Fire Protection District (the “District”). There shall be levied and collected annually in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the District sufficient to pay the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor. Only in the event ad valorem taxes levied and collected in the District are insufficient to pay the debt service on the Bonds shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Bonds, as they respectively mature, and to create such sinking fund as may be necessary therefor.

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

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

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

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

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

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

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

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

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

Michael W. Burns, Esq.
Bond Counsel

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

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

Brandon T. Norris, Esq.
Bond Counsel
Burr Forman McNair
104 South Main Street, 7th Floor
Greenville, SC 29601
Telephone: 864.271.4940
E-mail: bnorris@burr.com

HORRY COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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

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

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

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

“**Bonds**” shall mean the \$_____ General Obligation Bonds, Series 2020B (Horry County Fire Protection District), Horry County, South Carolina, dated _____, 2020.

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

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

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

“**National Repository**” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“**Participating Underwriter**” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“**Repository**” shall mean each National Repository and each State Depository, if any.

“**Rule**” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“**State Depository**” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 20__ (the “Filing Date”), to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the Filing Date, the County shall, on or before the Filing Date, send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County’s Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following information for the most recently completed fiscal year:

- (a) County population for the current fiscal year;
- (b) Total anticipated state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for the current fiscal year;
- (c) Outstanding Indebtedness of the County;
- (d) Market Value/Assessment Summary of taxable property in County;
- (e) Tax levy for County for current fiscal year;
- (f) Tax collections for County for preceding fiscal year; and
- (g) Five largest taxpayers (including fee-in-lieu-of-tax) for County for preceding fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the

Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee;
- (16) Incurrence of a Financial Obligation of the County; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders; and
- (17) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), (15) or (16) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), (13) or (17) above, the County shall promptly, and no later than ten business days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to

indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

HORRY COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2020

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Horry County, South Carolina

Name of Issue: \$_____ General Obligation Bonds, Series 2020B (Horry County Fire Protection District), Horry County, South Carolina

Date of Issuance: _____, 2020

NOTICE IS HEREBY GIVEN that Horry County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

HORRY COUNTY, SOUTH CAROLINA

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

Ordinance 38-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE A PORTION OF PIN 46200000929 FROM HIGHWAY COMMERCIAL (HC) TO MULTI-RESIDENTIAL DISTRICT THREE (MRD3)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone a portion of the property from Highway Commercial (HC) to Multi-Residential District (MRD3) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 46200000929 and currently zoned Highway Commercial (HC) is herewith rezoned to Multi-Residential District (MRD3).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 1, 2019
Second Reading: October 15, 2019
Third Reading: November 5, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	David Wilkes and Joe Morrison (Energov # 044076)	Rezoning Request #	2019-01-008
PIN #	46200000929 (Portion)	County Council District #	5-Servant
Site Location	On Hwy 17 between Woodland Dr and William Buckland Blvd in Garden City	Staff Recommendation	Approval
Property Owner Contact	Myrtlewood Realty Associates	PC Recommendation	Approval 6:1
		Size (in acres) of Request	25.54 (portion)

ZONING DISTRICTS

Current Zoning	HC/PDD/MSF6
Proposed Zoning	MRD3
Proposed Use	Single Family Detached In-common

LOCATION INFORMATION

Flood and Wetland Information	Zone X
Public Health & Safety (EMS/fire) in miles	2.03
Utilities	Public
Character of the Area	Commercial, Residential, and Educational

ADJACENT PROPERTIES

SF6	CFA	CFA
MSF6	Subject Property	PDD
HC	HC	HC

COMMENTS

Comprehensive Plan District: Urban Corridors and Urban Communities	Overlay/Area Plan: Hwy 17 BUS S Overlay/Garden City Area
<p>Discussion: The applicant is requesting to rezone a portion of the parcel to allow for 221 single family detached units in common. The project has a gross density of 8.65 du/ac, net density of 11.8 du/ac and will incorporate three sustainable development criteria. 1. Increased open space, 2. Internal Sidewalks, and Community gardens. The project proposes two points of access; one onto Woodland Dr. and the other onto William Buckland Blvd. External sidewalks will be required along Hwy 17, Woodland Dr. and William Buckland Blvd.</p> <p>The Tupelo Bay PDD was originally approved (Ord 61-04) for 800 multi-family units. A gross project density of 4.85 du/ac and a net density of 8.69 du/ac. The approved master plan has a developed area density of 15 du/ac. Oceanside Village has an existing, gross density of 6.8 du/ac (969 units total).</p> <p>Planning Commission requested the applicants hold a community meeting. The community meeting was held on 5/10. Community concerns included density, stormwater, traffic and property values.</p> <p>/Public Comment: 2/7/2019: Deferred in order to allow addition of acreage to meet the density requirements. 5/2/2019 Martin Dawsey recused. Dennis Permenter spoke in opposition of the request. His concerns were stormwater and density. John Jobson spoke in favor of the request, stating that he feels this is a good fit for the area. David Strattenger, Joe Morrison, David Wilkes and Buddy Hucks were present to address questions and concerns.</p>	

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 4,000	Existing Road Conditions	S Hwy 17 Bus, Federal, Paved, Divided, 4 Lanes
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	1,768 / 1,768	Rd, Station, Traffic AADT (2017) % Road Capacity	S Hwy 17 BUS, Station (108) 25,400 AADT 79%
Proposed Improvements	Engineers are currently working on a traffic study to address traffic concern and stormwater models for the site adhering to the required 50% reduction on the drainage area flowing northeast with the county required 20% reduction on the flows going southeast.		

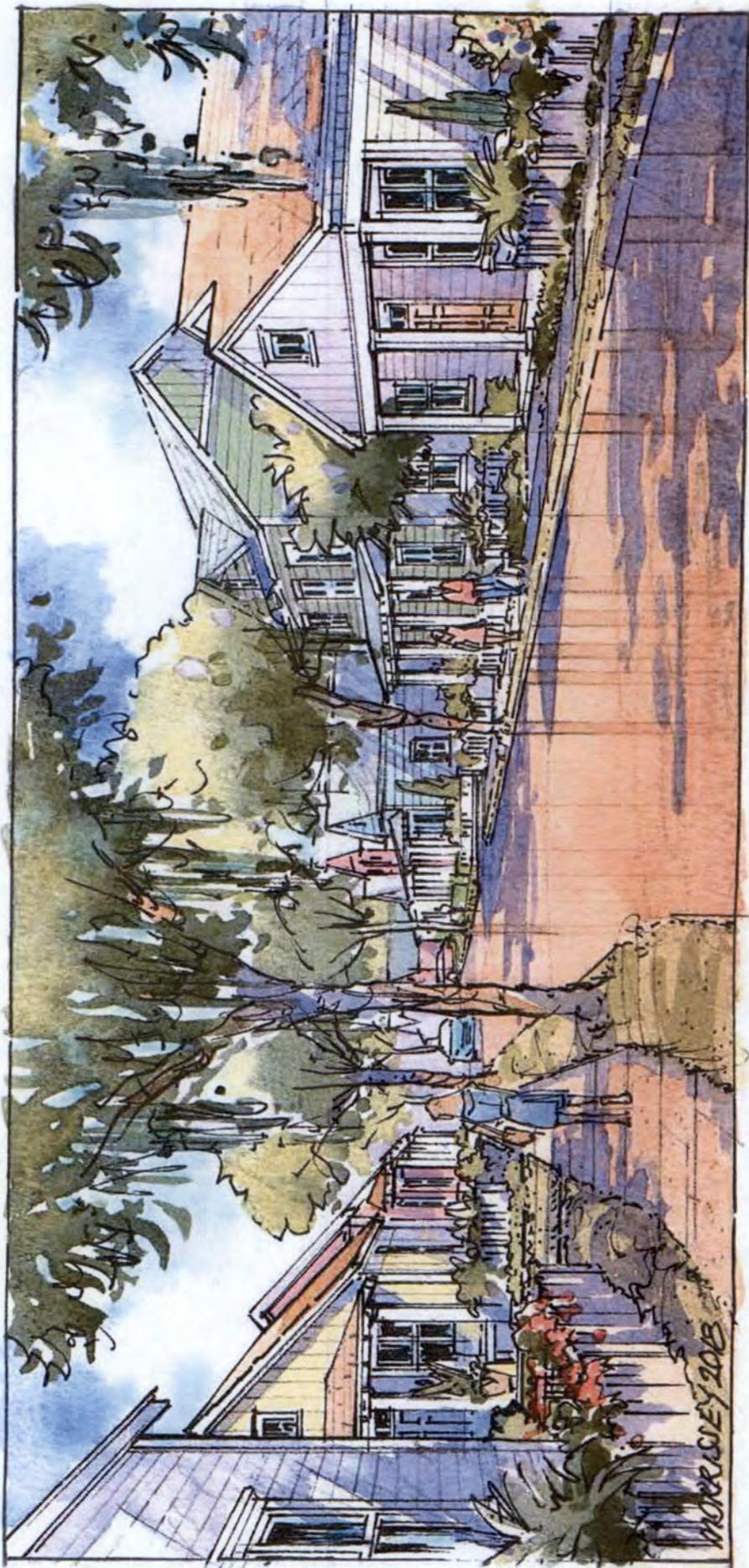
DIMENSIONAL STANDARDS

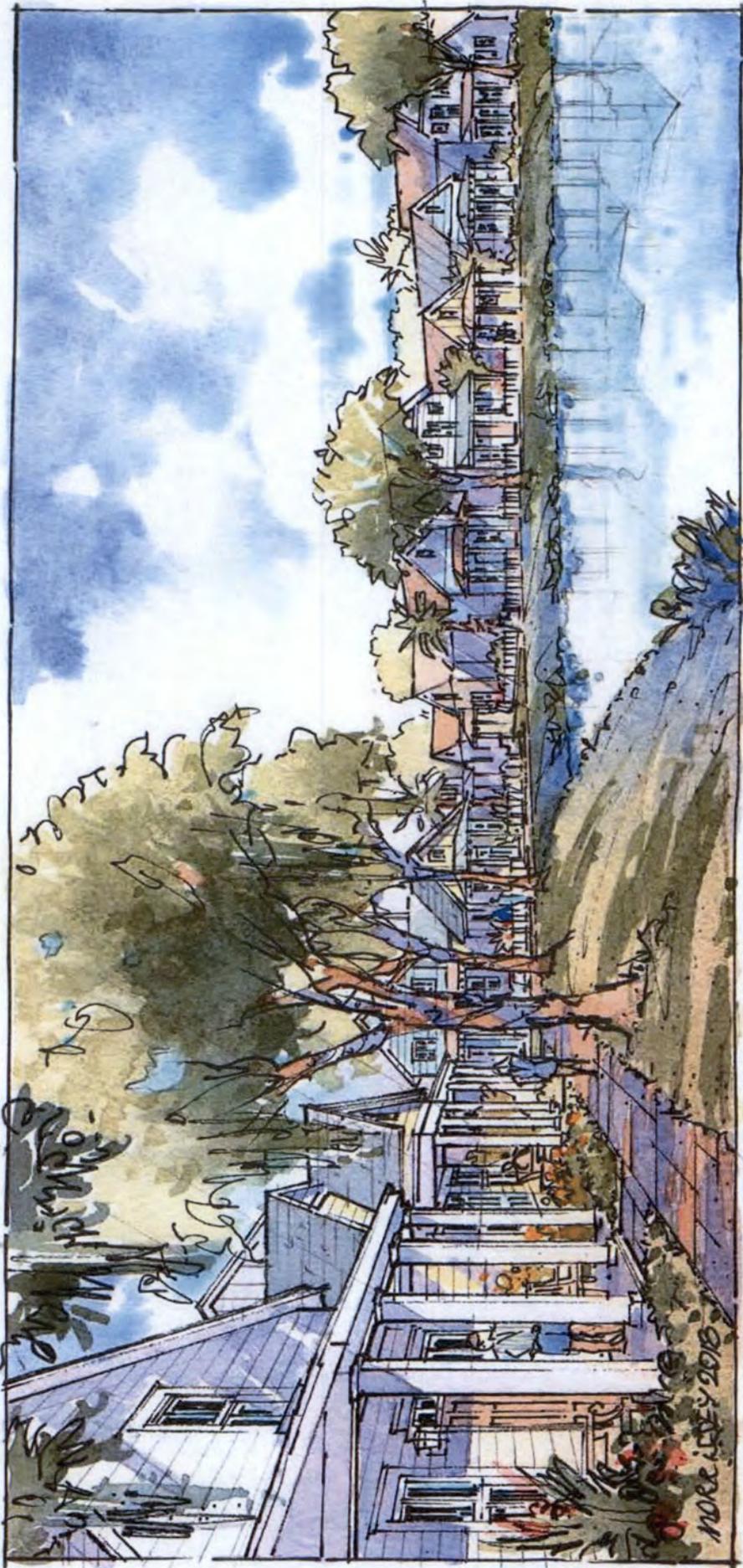
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD3	HC/PDD/MSF6	PDD (Tupelo Bay Golf Villas)	CFA (Res/Comm)	SF6	MSF6
Min. Lot Size (in square feet)	In-Common	10,000/NA/6,000	None	21,780/43,560	6,000	6,000
Front Setback	25' Exterior	50'/25'/20'	25'	25'/60'	20'	20'
Side Setback	25' Exterior	10'/25'/10'	25'	10'/25'	10'	10'
Rear Setback	25' Exterior	15'/25'/15'	25'	15'/40'	15'	15'
Bldg. Height	40'	120'/None/35'	None	35'/35'	35'	35'

Date Advertised: 1/17/19 Date Posted: 1/8/19 # Property Owners Notified: 96 Date Notification Mailed: 1/17/19 Report Date: 1/17/19 BY: LSM



MORRISSEY 2019















STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ORDINANCE 92-19

AN ORDINANCE TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN HORRY COUNTY, SOUTH CAROLINA AND PROJECT DOWN; TO PROVIDE FOR THE PROVISION OF INFRASTRUCTURE IMPROVEMENT 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 the Code of Laws of South Carolina 1976, as amended (the "Code"), and specifically Title 12, Chapter 44 of the Code (the "Fee in lieu of Tax Simplification Act" or "FILOT Act"), Section 12-44-70 of the FILOT Act and Section 4-29-68 of the Code (the "Infrastructure Improvement Credit Act") (collectively, the FILOT Act and the Infrastructure Improvement Credit Act are referred to as the "Act"), to enter into agreements with business and industry, to offer certain privileges, benefits, and incentives as inducements for economic development within the County whereby the industry would pay fees in lieu of *ad valorem* taxes ("FILOT Payments") with respect to qualified business and industrial projects; to provide infrastructure improvement credits against the FILOT Payments for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County, including land and improvements to real property; through all such powers the industrial development of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain and expand in South Carolina and thus utilize and employ the workforce, products and resources of South Carolina and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

(b) Project Down, a _____ corporation (the "Company") is considering the investment in a _____ facility in the County, and the Company anticipates that, should its plans proceed as expected, its investment in the Project will equal or exceed \$11,642,778 and will result in the creation by Company of at least 50 new full-time jobs within the County;

(c) Company has caused to be prepared and presented the form of the Fee Agreement by and between the County and Company (the "Fee Agreement"), which provides for FILOT Payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the initial investment period (and any extension to which the parties agree) and which provides for infrastructure improvement credits; and

(d) it appears that the Fee Agreement attached to this ordinance is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. Statutory Findings

As contemplated, in part, by Section 12-44-40(I) of the FILOT Act, based on information provided to the County by the Company, the County makes the following findings and determinations:

- (a) The Project will constitute a “project” as referred to and defined in the FILOT Act; and
- (b) The Project, and the County’s actions herein, will subserve the purposes of the FILOT Act; and
- (c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and
- (e) The purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and
- (f) The benefits of the Project are greater than the costs.

Section 3. Approval of Fee Agreement

The Fee Agreement, attached to this ordinance as Exhibit A (the “Fee Agreement”), is authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and the 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 the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Clerk to Council is authorized, empowered and directed to attest the Fee Agreement. The 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 the 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 the 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.

Section 6. Conflicting Provisions

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 _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Public Hearing: November 5, 2019

Exhibit A to Ordinance 92-19

**FEE AGREEMENT
BETWEEN
HORRY COUNTY, SOUTH CAROLINA, AND PROJECT DOWN**

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

FEE AGREEMENT

between

HORRY COUNTY, SOUTH CAROLINA

and

PROJECT DOWN

Dated as of _____, 2019

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FEE AGREEMENT

This FEE AGREEMENT (the "Agreement"), is dated as of _____, 2019, and is between HORRY COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and Project Down, a _____ corporation ("Company").

RECITALS

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and specifically Title 12, Chapter 44 of the Code (the "Fee in Lieu Tax Simplification Act" or "FILOT Act"), and Section 12-44-70 of the FILOT Act and Section 4-29-68 of the Code (the "Infrastructure Improvement Credit Act") (collectively, the FILOT Act and the Infrastructure Improvement Credit Act are referred to the "Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve such projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments with respect to a project; and (iii) to provide infrastructure improvement credits; and

WHEREAS, the Company is considering the investment in a _____ facility in the County and the Company anticipates that, should its plans proceed as expected, its investment in the expansion will equal or exceed \$11,642,778 and will result in the creation by Company of at least 50 new full-time jobs within the County; and

WHEREAS, the County has determined that the Project, as defined below, will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, the County has determined it is in the best interest of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein and, by Ordinance __-19 enacted on _____, 2019 (the "Ordinance"), Council approved the form, terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises; the potential investment and jobs to be created, or caused to be created, by the Company which contributes to the tax base and the economic welfare of the County; the respective representations, benefits and agreements hereinafter contained; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean, collectively, the FILOT Act and the Infrastructure Improvement Credit Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation and administration of its terms and provisions, including reasonable attorneys’ fees, but excluding any expenses incurred by the County in defending suits brought by the Company or any other Sponsor or Sponsor Affiliate under **Section 8.04** hereof; *provided*, that the County shall have furnished to the Company an itemized statement of all expenses incurred. Nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or any other Co-Investor, as the case may be, or which is owned in whole or in part by the Company or any other Co-Investor, as the case may be, or by any partner, shareholder or owner of the Company or any other Co-Investor, as the case may be.

“*Agreement*” shall mean this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“*Co-Investor*” shall mean each of the Company and any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the FILOT Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, or providing funds, for the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the FILOT to property owned by such Co-Investor pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the FILOT Act. As of the date of original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Commencement Date*” shall mean the last day of the property tax year during which economic development property is placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and

Company or Sponsor entered into this Agreement.

“*Company*” shall mean Project Down, a _____ corporation, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.05** or **6.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*County*” shall mean Horry County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County and its successors.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue and any successor entity thereto.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Property*” shall mean property proscribed from becoming FILOT Property under this Agreement pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; *provided, however*, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, prior to the execution of this Agreement pursuant to Section 12-44-40(E) of the FILOT Act; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company or such other Sponsor or Sponsor Affiliate invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this item (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Negotiated FILOT Act.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended.

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of FILOT Property which qualifies pursuant to the FILOT Act for the negotiated assessment ratio and millage rate described in **Section 5.01(b)(ii)** hereof.

“*FILOT Property*” shall mean all property qualifying for the FILOT as economic development property within the meaning of Section 12-44-30(6) of the FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service prior to the end of the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property and any Released Property.

“*Infrastructure Costs*” shall mean the costs of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project, and the improved and unimproved real property, buildings, and structural components of buildings and the personal property including machinery and equipment (all as described in Section 4-29-68(A)(2)(i)(a) and (b) of the Code), used in the operation of the Project.

“*Infrastructure Improvement Credits*” shall mean a credit against FILOT Payments to the County made by the Company pursuant to **Section 5.02** hereof and as authorized by Section 12-44-70 of the Act, and in the amounts provided in **Section 5.02** hereof.

“*Investment Period*” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending five years after the Commencement Date, *provided*, that if the Minimum Contractual Investment Requirement is satisfied, the period for completion of the Project may be extended, upon approval of such extension by Council in its sole discretion, to a period not to exceed the tenth anniversary of the end of the property tax year in which the initial property comprising a portion of the Project is placed in service, in order to also extend the benefits of the FILOT to investment in the Project made during the extended period.

“*Job Compliance Period*” shall mean the period coinciding with the Investment Period and any year thereafter in which the Company is receiving an Infrastructure Improvement Credit.

“*Land*” shall mean the land upon which the Project is or will be located, as described in **Exhibit A** attached hereto, as **Exhibit A** may be supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Investment Requirement*” shall mean investment in the Project of at least \$11,642,778 (without regard to subsequent depreciation or other diminution in value) by the Company and all Co-Investors, in the aggregate, by the end of the Investment Period and maintained thereafter in any year in which Company is receiving an Infrastructure Improvement Credit, without regard to subsequent depreciation or other diminution in value, by the Company and all Co-Investors, in the aggregate.

“*Minimum Job Requirement*” shall mean the creation of at least fifty (50) new, full-time jobs, with (i) an average hourly wage of at least thirty dollars (\$30.00) per hour, when including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation and (ii) benefits such as health care benefits, in the County by the Company and any Co-Investors, in the aggregate, within the Job Compliance Period. Benefits shall not be included in the computation of average hourly wage. The computation of the average hourly wage shall be made by adding together the annual paid, or to be paid, wages, including overtime, bonuses and all other forms of actual pre-tax and post-tax monetary compensation with respect to the fifty

(50) highest paying jobs created within the period set forth above in the County, in the aggregate, and dividing that sum by the total number of hours worked, or to be worked, for that compensation, in the aggregate, assuming a two-thousand (2,000) hour work year. For purposes of calculating the number of new jobs, it shall be presumed that the Company had zero (0) jobs in the County as of _____, 2019.

“*Minimum Statutory Investment Requirement*” shall mean investment in the Project of not less than \$2,500,000 within the period beginning with the first day in which the initial property comprising a portion of the Project is placed in service and ending on the last day of the fifth property tax year following the property tax year the initial property is placed in service, as required by Section 12-44-30(14) of the FILOT Act, which investment amount shall be calculated in accordance with Section 12-44-130 of the FILOT Act and **Section 6.02** hereof in determining whether the Company and any other Sponsor or Sponsor Affiliate qualifies for the FILOT.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land and consisting of (i) Existing Property, (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period, and (iii) any other property which fails or ceases to qualify for FILOT Payments under the FILOT Act, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the FILOT pursuant to **Section 4.02(e)(iii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean (i) the Land and all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land, (ii) all machinery, equipment, furnishings and other personal property heretofore or hereafter acquired by or on behalf of the Company or any Co-Investors for use on or about the Land, and (iii) any Replacement Property; *provided, however,* except as to Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service in the County within the Investment Period. The Company anticipates that the investment in the Project will equal or exceed \$11,642,778 and will result in the creation by the Company of at least 49 new full-time jobs within the County

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company or any other Co-Investor, as the case may be, *i.e.*, with respect to the Company, the period ending on December 31 of each year.

“*Released Property*” shall include property which was initially FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.02(e)** hereof and Section 12-44-50(B) of the FILOT Act; property which the Company or such Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any FILOT Property damaged, destroyed, or taken by process of eminent domain and not restored or

replaced.

“Replacement Property” shall mean all property placed in service in substitution of, or as replacement for, any Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece replaces a single piece of FILOT Property, but only to the extent that such property may be included in the calculation of the FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the FILOT Act.

“Sponsor” and *“Sponsor Affiliate”* shall mean an entity whose investment with respect to the Project will qualify for the FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Code. As of the original execution and delivery of this Agreement, the only Sponsor is Company.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“Transfer Provisions” shall mean the provisions of Section 12-44-120 of the FILOT Act.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

END OF ARTICLE I

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations by County. The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Act to enter into this Agreement, (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations by Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation organized and existing and in good standing under the laws of _____ and authorized to do business in the State; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) The Company presently intends to operate, or cause operation of, the Project as a _____ facility and for related activities in the County.

END OF ARTICLE II

ARTICLE III

COVENANTS OF COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County agrees to accept FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Commensurate Benefits. The parties acknowledge the intent of this Agreement, in part, is to afford the Company and each other Co-Investor the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the FILOT Act is, in whole or in part, unconstitutional or this Agreement or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then at the request of Company, the County agrees to use its best efforts to extend to the Company and each other Co-Investor the intended benefits of this Agreement, including, without limitation, any benefits afforded under the Act, as applicable, to the extent allowed by law, but expressly excluding any benefits afforded under Title 12, Chapter 6 of the Code. Further, the County agrees, if requested by the Company or any other Co-Investor, to enter into a lease purchase agreement with the Company and each other Co-Investor pursuant to Section 12-44-160 of the FILOT Act, and Title 4, Chapter 29 or Title 4, Chapter 12 of the Code, as applicable, or to take such other steps as may be appropriate to extend to the Company and each other Co-Investor the intended benefits of this Agreement. The Company acknowledges that if a court of competent jurisdiction holds all or part of the FILOT Act is unconstitutional or otherwise illegal, the FILOT Act currently provides the Company and each other Co-Investor must transfer the FILOT Property to the County pursuant to lease-purchase arrangements within 180 days following such determination in order for the FILOT benefits to continue to apply. In such lease purchase agreement, the County, upon the conveyance of title to the Project to the County at the expense of the Company or such other Co-Investor, as the case may be, agrees to lease the Project to the Company or any such other Co-Investor, as the case may be, and upon payment of all outstanding obligations incurred under such lease purchase agreement, the Company and each such other Co-Investor shall have the option to purchase its respective portion of the Project for Ten Dollars (\$10.00).

END OF ARTICLE III

ARTICLE IV

COVENANTS OF COMPANY

Section 4.01. Minimum Contractual Investment Requirement and Minimum Job Requirement. The Company agrees that it will comply with, or cause compliance with, the Minimum Contractual Investment Requirement and the Minimum Job Requirement.

Section 4.02. Investment in Project.

(a) The Company hereby agrees to acquire, equip, or construct, or cause to be acquired, equipped, or constructed, the Project, as the same shall be determined from time to time by the Company, in its sole discretion. As required by Section 12-44-30(2) of the FILOT Act, at least a portion of the FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered, *i.e.* the Property Tax Year ending on December 31, 2023.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement, including the Minimum Contractual Investment Requirement and, to the full extent permitted by the FILOT Act, the Minimum Statutory Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and all other Co-Investors filed with respect to the Project, including without limitation, each such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act and filed with respect to each Property Tax Year during the Investment Period, without regard to depreciation or other diminution in value.

(c) The County agrees that if the Minimum Contractual Investment Requirement is satisfied, the Investment Period may be extended, upon approval of such extension by Council in its sole discretion, to a period which does not exceed the tenth anniversary of the end of the property tax year in which the initial property comprising all or a portion of the Project is placed in service, in order to also extend the benefits of the FILOT to investment in the Project made during the extended period. There shall be no extension, however, of the period for meeting the Minimum Statutory Investment Requirement.

(d) The Company and/or its designated Co-Investors shall retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company and each other Co-Investor shall have full right to lease, mortgage or encumber the Project, including, without limitation, in connection with any financing transactions, in its sole discretion.

(e) The Company and each other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project all such real and personal property as the Company or such Co-Investor, as the case

may be, in its discretion deems useful or desirable, including FILOT Property qualifying for the FILOT under **Section 5.01** hereof without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)(ii)** hereof, in any instance when the Company or any other Co-Investor in its discretion determines any items included in the Project, including any FILOT Property and any portion of the Land, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such Co-Investor as the case may be, may remove such property or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company and each other Co-Investor may, at any time and in its discretion by written notice to the County, remove any FILOT Property, real or personal, from the FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes; *provided*, that any such notice requirement may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act.

(iv) If the Company or any other Co-Investor sells, leases, or otherwise disposes of any portion of the Land, the Company or such other Co-Investor shall deliver to the County, a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** and such revised or supplemented **Exhibit A** shall be automatically made a part of this Agreement without the necessity of additional action or proceedings by the County; *provided*, that any requirement to provide such revisions or supplements to the County may be, but shall not be required to be, satisfied by property tax returns filed with respect to the Project, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act.

(v) All FILOT Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.03. Payment of Administration Expenses. The Company will reimburse, or cause reimbursement of, the County from time to time for its Administration Expenses promptly upon written request therefor, but in no event later than sixty (60) days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges it imposes no charge in the nature of recurring fees in connection with the incentives authorized by this Agreement, and, aside from attorney's fees, the County does not reasonably foresee that any out of pocket expenses in connection with the Agreement and the transactions authorized hereby will be incurred.

Section 4.04. Use of Project for Lawful Activities. During the Term of this Agreement, the Company and any other Co-Investor shall use the Project as it deems fit for any lawful purpose.

Section 4.05. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company or an Affiliate of the Company, as to which such

consolidation, merger, or transfer the County hereby consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation, or into which the Company is merged, or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets, shall (i) be an entity organized and existing under the laws of the United States of America or any state thereof or the District of Columbia and qualified to do business in the State, (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer, and (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company shall have delivered to the County (i) a certificate of a duly authorized officer of the Company accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above and (ii) an opinion of counsel for the Company and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this Section, the successor business entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this Section.

The Company acknowledges transfers of this Agreement or FILOT Property may cause the FILOT Property to become ineligible for a FILOT or result in penalties under the FILOT Act absent compliance by the Company with the Transfer Provisions.

Section 4.06. Records and Reports. (A) The Company and each other Sponsor and Sponsor Affiliate will maintain, or cause to be maintained, such books and records as will permit (i) the identification of those portions of the Project which it places in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto, (ii) the computation of all FILOT Payments to be made with respect to such property hereunder, and (iii) the computation of any Infrastructure Improvement Credit to be provided with respect to any FILOT Payments. The record keeping requirement includes the maintenance of records of compliance with the requirements applicable to Infrastructure Improvement Credits. Company and each other Sponsor and Sponsor Affiliate agree to comply with all reporting requirements of the State and the County applicable to FILOT Property under the FILOT Act, including without limitation the reports required by Section 12-44-90 of the FILOT Act (collectively, "Filings"). Specifically, the following shall be provided:

(1) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the FILOT returns of such Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the FILOT Payments by such Sponsor or Sponsor Affiliate. For purposes of this item, the term "County Official" shall include the Administrator, Auditor, Assessor and Treasurer of the County.

(2) Each year during the Term hereof, the Company and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor, and the County Treasurer a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(3) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Auditor, the County Assessor, and the County Treasurer of the County, and with the Department of Revenue, and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

(4) To assist the County in calculating the FILOT Payments and the amount of the Infrastructure Improvement Credits, the Company shall annually provide the County with a schedule reflecting the Company's calculation of the FILOT and the Infrastructure Improvement Credits.

(B) Pursuant to Section 12-44-55(B) of the FILOT Act, the parties have agreed to waive all of the requirements of Section 12-44-55 of the FILOT Act, including specifically, Section 12-44-55(A) of the FILOT Act.

(C) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project shall be at the County's expense.

(D) The County acknowledges and understands that the Filings may contain, and the Company may have and maintain at the Project, certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the operations and processes of the Company and other Co-Investors (“Confidential Information”) and that any disclosure of the Confidential Information could result in substantial harm to the Company or other Co-Investors and could have a significant detrimental impact on the employees of the Company or other Co-Investors and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company or any other Co-Investor, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County to not knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company or other Co-Investor and give the Company or other providing Co-Investor the opportunity to contest the release.

END OF ARTICLE IV

ARTICLE V

FEES IN LIEU OF TAXES; INFRASTRUCTURE IMPROVEMENT CREDITS

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the FILOT Act, the parties hereby agree, that during the Term hereof, there shall be due annually with respect to that portion of the Project constituting FILOT Property, whether owned by the Company or by any other Sponsor or Sponsor Affiliate, a FILOT calculated as set forth in this Section. The FILOT shall be collected and enforced in accordance with Section 12-44-90 of the FILOT Act. It is anticipated that, with respect to the Company, the initial FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial FILOT Property to its tax rolls, will be due on January 15, ____ if the Company places the initial FILOT Property in service in the Property Tax Year ending December 31, _____. If the Company designates any other Sponsor or Sponsor Affiliates, as the same shall have been consented to or ratified by the County pursuant to **Section 6.02** hereof, if such consent or ratification is required thereunder, the Company must notify the County in writing at the time of such designation as to whether such Sponsor or Sponsor Affiliate shall be primarily liable for the FILOT Payments hereunder with respect to such other entity's portion of the FILOT Property. Unless and until any such additional notification is received, and the County consents in writing, the Company shall be primarily liable for all other FILOT Payments to the extent set forth hereinabove in this paragraph (a).

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in FILOT Property, the FILOT Payments shall be payable for a period of twenty (20) years; *provided*, that the Company or any other Sponsor or Sponsor Affiliate may, prior to the end of such period, apply to the County for an extension of such period up to the maximum such extension permitted by the FILOT Act, and the County may approve of such extension, in its sole discretion. Accordingly, if such FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall, prior to any such additional extension, be subject to the FILOT for a period of twenty (20) years.

(ii) The FILOT shall be calculated using (1) an assessment ratio of 6%; (2) a millage rate of 228.8 which shall be fixed for the entire term of the FILOT; and (3) the fair market value of the FILOT Property, determined in accordance with the FILOT Act, typically by using the original income tax basis without regard to depreciation or reassessment for any real property and the original income tax basis less allowable depreciation (except depreciation due to extraordinary obsolescence) for any personal property; *provided, however*, that to the extent permitted by law, the Company or any other Sponsor or Sponsor Affiliate and the County may agree to hereafter amend this Agreement as to Project property owned by such entity so as to

determine the fair market value of any such property in accordance with any other method permitted by the FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, and those tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the FILOT, the FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) The FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the FILOT Property within the meaning of Section 12-44-50(B) of the FILOT Act and as provided in **Section 4.02(e)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the FILOT Property from the FILOT to *ad valorem* taxes, as permitted by **Section 4.02(e)(iii)**.

(d) Upon installation or placing in service by the Company or any other Sponsor or Sponsor Affiliate of any Replacement Property for any Released Property, such Replacement Property shall become subject to FILOT Payments to the fullest extent allowed by law, pursuant to the following rules in accordance with Section 12-44-60 of the FILOT Act:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on

such property but for this Agreement. Replacement property is entitled to the FILOT Payments for the remaining portion of the twenty-year period applicable to the Released Property.

(ii) The Company and any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the FILOT Act and/or the FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of FILOT Property is deemed not to be eligible for a FILOT pursuant to the FILOT Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and any other Sponsor or Sponsor Affiliate, benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law, but expressly excluding any benefits afforded under Title 12, Chapter 6 of the Code. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the FILOT Property affected by such circumstances *ad valorem* taxes, and that, to the extent permitted by law, the Company and any other Sponsor and Sponsor Affiliate shall be entitled: (1) to enjoy any exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. To the extent that under such circumstances the FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the FILOT Property in question an amount equal to the difference between the FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f)

(i) In the event that the investment in the Project is insufficient to satisfy the Minimum Statutory Investment Requirement, and subject to the provisions of Section 12-44-130 and Section 12-44-30(19) of the FILOT Act, then all FILOT Payments shall revert retroactively to *ad valorem* taxes calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable from each such owing entity with respect to FILOT Payments theretofore made. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Code provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that investment in the Project based on an income tax basis without regard to depreciation satisfies the Minimum Statutory Investment Requirement, but following the Investment Period falls below the Minimum Statutory Investment Requirement, without regard to depreciation, the Project shall thereafter be subject to *ad valorem* taxes calculated as set forth in paragraph (e) above.

(iii) In the event the Minimum Statutory Investment Requirement is satisfied by the end of the Investment Period but the Minimum Contractual Investment Requirement is not satisfied prior to the end of the Investment Period, then this Agreement is terminated except for those matters intended to survive termination.

(iv) In accordance with the provisions of **Sections 4.02(b)** and **6.02** hereof, the fair market value of all property utilized by the Company and any other Co-Investor, as the case may be, at the Project site, whether owned outright by the Company or any other Co-Investor or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the FILOT Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the owing Company or other Sponsor or Sponsor Affiliate, as the case may be, of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity and shall be collected and enforced in accordance with Section 12-44-90 of the FILOT Act.

(h) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide for FILOT Payments ends, and this Agreement is terminated, if the Land and building in which the Project is located is applied to a use other than a use which qualifies for the incentives available under the FILOT Act. The provisions of subsection (f) relating to retroactive payments apply if this Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Company has achieved the Minimum Contractual Investment Requirement. The Company agrees that if this Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Infrastructure Improvement Credits ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 5.01(i), "**cease operations**" means permanent closure of the facility. Company agrees that if this Agreement is terminated pursuant to this Section 5.01(i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

Section 5.02. Infrastructure Improvement Credit.

(a) The Company agrees to pay, or cause to be paid, the portion of the entity's Infrastructure Costs as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Infrastructure Costs shall equal or exceed the cumulative dollar amount of the respective Infrastructure Improvement Credits received by the respective entity.

(b) (1) Pursuant to Section 12-44-70 of the Act, the County authorizes and grants to the Company and Developer Infrastructure Improvement Credits as follows: Ten percent

(10%) of the respective entity's FILOT Payments attributable to millage levied for County purposes for the first ten (10) years in which FILOT Payments are required to be made under this Agreement (anticipated to commence with the FILOT Payment due by January 15, ____, and end with the FILOT Payment due by January 15, ____). The Infrastructure Improvement Credits are conditioned on the Company's satisfaction of the Minimum Contractual Investment Requirement and the Minimum Job Requirement prior to the end of the Investment Period and the maintenance of the Minimum Contractual Investment Requirement and the Minimum Job Requirement for each year thereafter in which Company receives an Infrastructure Improvement Credit. Such Infrastructure Improvement Credits shall be made available to pay or reimburse the payment of all or a portion of the Infrastructure Costs incurred by the Company. If either the Minimum Contractual Investment Requirement or the Minimum Job Requirement, or both, is not satisfied by the end of the Investment Period, the County shall no longer have any obligation to provide the Infrastructure Improvement Credits. The Infrastructure Improvement Credits do not apply to the portion of the FILOT Payments attributable to millage levied for school purposes and municipal purposes.

(2) If, at the end of the Investment Period, Company has satisfied the Minimum Statutory Investment Requirement but has failed to satisfy either the Minimum Contractual Investment Requirement or the Minimum Job Requirement, or both, then Company must repay to the County a proportionate amount of the Infrastructure Improvement Credit received during the Investment Period. The amount to be repaid is the amount equal to the proportionate amount by which Company failed to meet the Minimum Contractual Investment Requirement and the Minimum Job Requirement, based on the actual number of jobs created and investment level achieved as of the last day of the Investment Period.

For purposes of this Section 5.02(b)(2), the prorata repayment due for failure to meet either the Minimum Contractual Investment Requirement or the Minimum Job Requirement shall be calculated based upon the average of the percentages of satisfaction of each of the Minimum Contractual Investment Requirement and Minimum Job Requirement as of the last day of the Investment Period; *provided, that*, in the event that either the Minimum Contractual Investment Requirement or the Minimum Job Requirement has been exceeded as of that date, the percentage of the surplus shall not count toward offsetting any percentage shortfall of the other requirement. If the average percentage is below 100%, then the Infrastructure Improvement Credit shall be repaid on a pro-rata basis by applying the average percentage shortfall to the amount of Infrastructure Improvement Credit theretofore received.

(3) If, having achieved the Minimum Contractual Investment Requirement and the Minimum Job Requirement by the end of the Investment Period, Company may continue to receive Infrastructure Improvement Credits as provided in Section 5.02(b)(1). In any year after achieving the Minimum Contractual Investment Requirement and the Minimum Job Requirement, either the investment level falls below the Minimum Contractual Investment Requirement or the number of jobs falls below the Minimum Job Requirement, then the amount of the Infrastructure Improvement Credit allowed in that year shall be in proportion to which Company maintained the Minimum Contractual Investment Requirement and Minimum Job Requirement.

(c) The Treasurer of the County shall display and subtract the Infrastructure Improvement Credits from the FILOT Payment statement sent to the Company for the duration of the Infrastructure Improvement Credits.

(d) This Agreement and the Infrastructure Improvement Credits in this Agreement are limited obligations of the County provided by the County solely from the stated FILOT Payments paid by the Company, and do not and shall never constitute an indebtedness of the County within the meaning of any constitutional provision and do not and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. The full faith, credit, and taxing power of the County are not pledged for the Infrastructure Improvement Credits.

(e) Notwithstanding any other provisions of this Agreement, no breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing is limited solely and exclusively to the provision of Infrastructure Improvement Credits against the FILOT Payments. The County is not required to execute or perform any of its duties, obligations, powers, or covenants in this Agreement except to the extent of the FILOT Payments received from the Company. The Infrastructure Improvement Credits shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

(f) If the Company removes or disposes of personal property from the Project during the term of this Agreement and has claimed an Infrastructure Improvement Credit against its FILOT Payments based upon the personal property being included in the Infrastructure Costs, then the Company is required to continue to make FILOT Payments on the removed personal property for the two years immediately following the year in which the personal property is removed from the Project. The amount of the FILOT Payments due on the removed personal property is equal to the FILOT Payment due on the personal property for the year in which the personal property is removed or disposed of by the Company. If the personal property is replaced with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the FILOT Payments required in this subsection only if and to the extent that the Sections 4-29-68 and 12-44-70 of the Code so require at the time that the personal property is removed or disposed of.

Section 5.03. Statutory Lien. The parties acknowledge the County's right to receive FILOT Payments hereunder constitutes a statutory lien with respect to the FILOT Property pursuant to Section 12-44-90(E) of the Code and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

END OF ARTICLE V

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The Company and each other Sponsor or Sponsor Affiliate may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the FILOT Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the FILOT Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the FILOT Property, whereby the transferee in any such arrangement leases a portion of the FILOT Property in question to the Company or such other Sponsor or Sponsor Affiliate or any Affiliates of the Company or such other Sponsor or Sponsor Affiliate or operates such assets for the Company or any other Sponsor or Sponsor Affiliate or any of their respective Affiliates or is leasing such portion of the FILOT Property in question from the Company or any other Sponsor or Sponsor Affiliate or any of their respective Affiliates. In order to preserve the benefits of the FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to another Sponsor or Sponsor Affiliate or an Affiliate of the Company or such other Sponsor or Sponsor Affiliate or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company or such other Sponsor or Sponsor Affiliate shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County, in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the FILOT Property is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or such other Sponsor or Sponsor Affiliate hereunder, or when the County consents in writing or when the transfer relates to Released Property pursuant to **Section 4.02(e)** hereof, no such transfer shall affect or reduce any of the obligations of the Company or such Sponsor or Sponsor Affiliate hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT payments hereunder, the transferee shall assume the then current basis of the Company or other Sponsor or Sponsor Affiliate (or prior transferee) in the FILOT Property transferred; (iv) the Company or such other Sponsor or Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue notification of any such transfer; and (v) the Company or such other Sponsor or Sponsor Affiliate and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent or ratification when required under this **Section 6.01**, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or such other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

The Company acknowledges such a transfer of an interest under this Agreement or in the

FILOT Property may cause all or part of the FILOT Property to become ineligible for a FILOT or result in penalties under the FILOT Act absent compliance by the Company with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement, and who shall be Affiliates of the Company or other Persons described in **Section 6.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the FILOT Act must be approved by resolution of the County Council. Subject to the provisions of Sections 12-44-130 and 12-44-30(19) of the FILOT Act, to the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Statutory Investment Requirement at the Project prior to the end of the Investment Period the investment by such Sponsor or Sponsor Affiliate shall qualify for the FILOT payable under **Section 5.01** hereof (subject to the other conditions set forth therein). The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the FILOT Act.

END OF ARTICLE VI

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date upon which the County approved this Agreement, and ending at midnight on the day the last FILOT Payment is made hereunder.

Section 7.02. Termination. The County and the Company may mutually agree to terminate this Agreement at any time. The Company may, at its sole option, terminate this Agreement at any time with respect to all, or a portion of, its respective portion of the Project, in which event such portion of the Project shall be subject to *ad valorem* taxes, from the date of termination. The rights of the County to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the enforcement rights with respect to such obligations all survive the termination of this Agreement.

END OF ARTICLE VII

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default by the Company or any other Sponsor or Sponsor Affiliate (the “Defaulting Entity”) but only with respect to such Defaulting Entity’s rights, duties, and obligations contained herein:

(a) if default shall be made in the due and punctual payment of any FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice of such default from the County; or

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing **paragraph (a)**, and such default shall continue for ninety (90) days after the County shall have given the Defaulting Entity written notice of such default; *provided*, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; *provided however*, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested in good faith the occurrence of such default.

Notwithstanding anything herein to the contrary, failure to meet any investment requirement or job creation requirement set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 8.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies only as to the Defaulting Entity:

(a) terminate this Agreement by delivery of written notice to the Defaulting Entity not less than sixty (60) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books and records and accounts of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the FILOT required to be paid by the Defaulting Entity pursuant hereto as provided in **Section 4.06** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County’s rights hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.03** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required by such entity under this

Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

Section 8.04. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, each of the Company or any other Co-Investor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

END OF ARTICLE VIII

ARTICLE IX
MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, each Co-Investor designated pursuant to **Section 6.02** hereof and their respective successors and assigns as permitted hereunder. Except as otherwise set forth in **Sections 6.01** or **6.02** hereof, with the prior written consent of the County or a subsequent written ratification by the County, unless Section 12-44-120 of the FILOT Act or any successor provision expressly does not require consent, and in accordance with the FILOT Act, the Company may assign its respective interest in this Agreement in whole or in part. No approval is required for transfers to Sponsor Affiliates or other financing related transfers, as defined in the FILOT Act.

Section 9.03. Notices; Demands; Requests. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in any reputable national “next day” delivery service, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

(a) As to the County:

Horry County
Attn.: County Administrator
1301 Second Avenue
Conway, South Carolina 29526

with a copy (which shall not constitute notice) to:

Horry County
Attn: County Attorney
1301 Second Avenue

Conway, South Carolina 29526

(b) As to the Company:

with a copy (which shall not constitute notice) to:

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the FILOT Act, the FILOT Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 9.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the FILOT Act, this Agreement may be amended, and the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties.

Section 9.10. Waiver. Any party may waive compliance by any other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. To the extent additional proceedings are required by law, the County agrees to undertake all such additional proceedings as may be reasonably required or appropriate to effectuate the intent of this Agreement.

END OF ARTICLE IX

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement to be effective as of the date first written above.

HORRY COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council

[SEAL]

Attest:

By: _____
Patricia S. Hartley, Clerk to Council
Horry County, South Carolina

PROJECT DOWN,
A _____ corporation

By: _____

Name: _____

Title: _____

**EXHIBIT A
LAND DESCRIPTION**

PIN: To be provided
TMS: To be provided
Acres: To be provided
Address: To be provided

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 93-19

**AN ORDINANCE TO AMEND THE INDEX MAP OF THE OFFICIAL MAP
ORDINANCE FOR HORRY COUNTY ADDING THE CONWAY PERIMETER ROAD
TO THE HORRY COUNTY OFFICIAL INDEX MAP.**

WHEREAS, Title 6, Chapter 7, Sections 1210 through 1280 of the Code of Laws of the State South Carolina, as amended, authorizes local governments to adopt an Official Map Ordinance for their jurisdictions; and

WHEREAS, the Horry County Council under such authority adopted Ordinance 107-98 creating an Official Map for Horry County; and

WHEREAS, the Horry County Council established an Index Map for the Official Map (Ordinance 153-99) which provides for the specific location of current and future roadway improvements within the county; and

WHEREAS, the establishment of such map allows the location of current and future roadway improvements to be identified and provides opportunities for Horry County or other governmental entities to purchase such properties prior to issuance of building permits or granting of rezoning approvals as a means of reducing acquisition costs; and

WHEREAS, the Index Map does not include the property upon which the construction of the Conway Perimeter Road will occur; and

WHEREAS, adding this property to the Index Map is in the public interest since it provides an additional capacity for residents as well as provides opportunities to reduce future acquisition cost by limiting development in the path of such improvements.

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 that:

1) Amendment of the Index Map of the Official Map Ordinance, Ordinance 153-99:

The Index Map of the Official Map Ordinance (Ordinance 153-99) shall be amended as follows:

Reservation of a varying width right of way as identified on the attached map, attached hereto and incorporated herein by reference, for the Conway Perimeter Road.

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

3) Conflict with Preceding Ordinances: If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

4) Effective Date: This ordinance shall become effective on third reading. However, it is the desire of Council that the pending ordinance doctrine apply as of the date of First Reading.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

County Council Decision Memorandum
Horry County, South Carolina

Date: October 3, 2019
From: Planning and Zoning
Division: Infrastructure & Regulation
Prepared By: Charles Suggs, Senior Planner
Cleared By: David Schwerd, Director of Planning
Regarding: Official Map - Conway Perimeter Rd.

ISSUE:

Should Horry County add the proposed future right-of-way for the Conway Perimeter Road from Highway 378 to Highway 701 to the “index map” of the Official Map Ordinance?

PROPOSED ACTION:

Approve the proposed amendment to the Official Map.

RECOMMENDATION:

Staff recommends Approval.
I&R recommended Approval on 10/8/19.

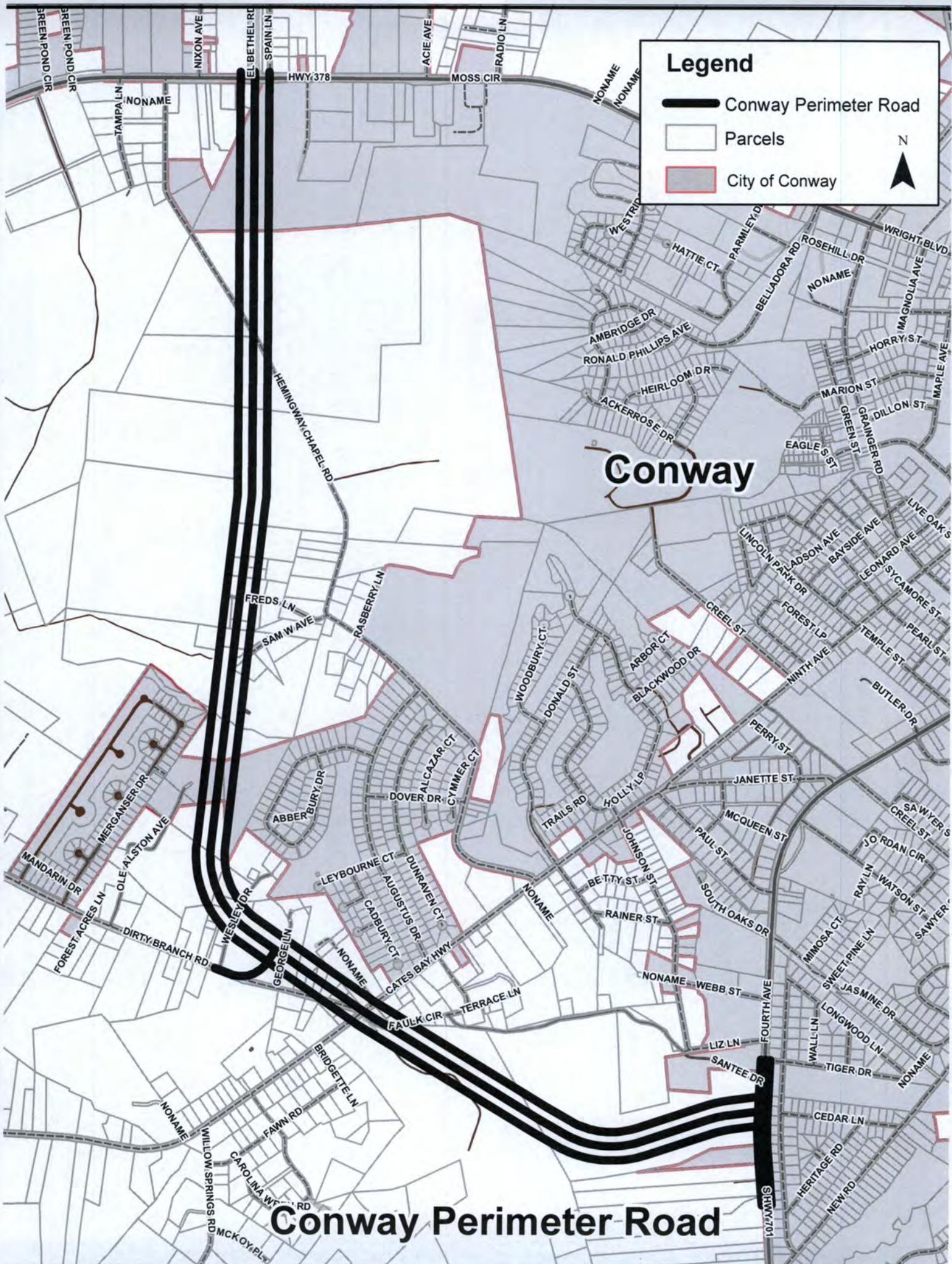
BACKGROUND:

Ordinance 107-98 created an Official Map Ordinance for Horry County. The ordinance provides the county with the opportunity to identify and reserve future road rights-of-way from the impacts of increased acquisition costs caused by the development of the land where the improvements are to be located. Future right-of-way locations are identified on an “index map” which is part of the Official Map Ordinance.

The construction of the Conway Perimeter Road from Highway 378 to Highway 701 has been identified as a vital transportation link. The segments of the Conway Perimeter Road need to be added to the “index map” to protect the right-of-way from development encroachments that can result in increased property acquisition costs.

ANALYSIS:

Amending the official map would protect the right of way from future development and would secure another route of transportation along the perimeter of the city of Conway.



Legend

-  Conway Perimeter Road
-  Parcels
-  City of Conway

N



Conway

Conway Perimeter Road

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 94-19

AN ORDINANCE TO AMEND APPENDIX B, ZONING ORDINANCE ARTICLE VII OF THE HORRY COUNTY CODE OF ORDINANCES PERTAINING TO VALUE ADDED PROCESSING.

WHEREAS, Horry County has received several requests for permitted zoning to allow for agricultural-related processing in the rural areas of the County; and,

WHEREAS, the districts that currently allow value-added product processing are industrial and commercially intense in nature; and,

WHEREAS, including value-added agricultural product processing as conditional use will allow flexibility without introducing more intense industrial and commercial uses into rural areas; and,

WHEREAS, it is the intent of the County Council to reconcile the standards of the zoning ordinance with the changing needs of the rural community.

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

1. Amendment of Appendix B, Zoning Ordinance, Article VII, Section 702. Forest/Agricultural District (FA). Section 702 of the Zoning Ordinance is hereby amended as follows:
(All text in ~~strike through~~ shall be deleted and all text shown **underlined and bolded** shall be-added)

702.2 Conditional Uses. The following uses shall be permitted on a conditional basis, in any Forest Agricultural District:

(P) Value-added agricultural product processing, provided that:

- 1. The property includes land under cultivation.**
- 2. The parcel is no less than five (5) acres in size.**

2. Amendment of Appendix B, Zoning Ordinance, Article VII, Section 703. Commercial Forest/Agricultural District (CFA). Section 703 of the Zoning Ordinance is hereby amended as follows:
(All text in ~~strike through~~ shall be deleted and all text shown **underlined and bolded** shall be-added)

703.2 Conditional Uses. The following uses shall be permitted on a conditional basis in any Commercial Forest/Agricultural District:

(H) Reserved: Value-added agricultural product processing, provided that:

- 1. The property includes land under cultivation.**
- 2. The parcel is no less than five (5) acres in size.**

3. Amendment of Appendix B, Zoning Ordinance, Article VII, Section 726. Agricultural District (AG1). Section 726 of the Zoning Ordinance is hereby amended as follows:
(All text in ~~strike through~~ shall be deleted and all text shown **underlined and bolded** shall be-added)

726.2 *Conditional Uses.*

(D) Value-added agricultural product processing, provided that:

- 1. The property includes land under cultivation.**
- 2. The parcel is no less than five (5) acres in size.**

4. **Amendment of Appendix B, Zoning Ordinance, Article VII, Section 727. Commercial Agricultural District (AG2).** Section 727 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)

727.2 *Conditional Uses.*

(F) Value-added agricultural product processing, provided that:

- 1. The property includes land under cultivation.**
- 2. The parcel is no less than five (5) acres in size.**

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

6. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.

7. **Effective Date:** This Ordinance shall become effective upon third reading.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

County Council Decision Memorandum
Horry County, South Carolina

Date: October 3, 2019
From: Planning and Zoning
Division: Infrastructure & Regulation
Prepared By: Katie Moore, Senior Planner
Cleared By: David Schwerd, Director of Planning
Regarding: Value-added Product Processing in agricultural districts

ISSUE:

Should Horry County amend the Zoning Ordinance to address the need for value-added product processing as a permitted use in agricultural districts?

PROPOSED ACTION:

Approve the proposed amendments to the Zoning Ordinance.

RECOMMENDATION:

Staff recommends Approval.

I&R recommended Approval on 10/8/19.

BACKGROUND:

Horry County Planning & Zoning staff are receiving requests for permitted zoning to allow for agricultural-related processing in rural areas of the County. The districts that allow value-added product processing are industrial and commercially intense in nature and are typically categorized as Manufacturing and Industrial areas. Therefore, staff recommends value-added agricultural product processing to be added as a conditional use in agricultural zoning districts FA, CFA, AG1, and AG2 to allow flexibility without introducing more intense industrial and commercial uses into the rural areas. Value-added agricultural product is defined as the enhancement or improvement of the overall value of an agricultural commodity to a higher value. The enhancement or improvement includes, but is not limited to, marketing, agricultural processing, transforming packaging, and educational presentation activities and tours that relate to agriculture or agricultural products.

ANALYSIS:

The proposed amendment will increase the conditional uses within the FA, CFA, AG1, and AG2 zoning districts to include value-added agricultural product processing. Allowing for value-added processing in rural areas of the County is consistent with the priorities and strategies outlined in Envision 2025 and Imagine 2040 comprehensive plans for rural conservation and the preservation of rural community character.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 95-19

AN ORDINANCE TO AMEND ZONING APPENDIX B OF THE HORRY COUNTY CODE OF ORDINANCES PERTAINING TO BUILDING HEIGHT AND SETBACK COMPLIANCE REGARDING THE ELEVATION OF STRUCTURES WITHIN SPECIAL FLOOD HAZARD AREAS.

WHEREAS, the Zoning Ordinance shall define building height using current building code standards and remove reference to base flood elevation from district height language; and,

WHEREAS, the amended Zoning Ordinance sections shall create consistency for determination of building height and setback requirements with neighboring jurisdictions; and,

WHEREAS, exceptions for the elevation of conforming and non-conforming structures shall be provided in special flood hazard areas to account for elevation requirements determined by FEMA and Horry County; and,

WHEREAS, it is the intent of the County Council to allow properties subject to improvements for the protection of public safety to be used to their highest potential.

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 IV, Section 416.** Section 416 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)

416. Building Height

The vertical distance measured from the ~~finished grade at the building line to the highest point of the roof or the average height of the roof as calculated in accordance with provisions of the Standard Building Code~~ **mean elevation of the finished grade at the front of a building or structure to the mid-point between the eaves and the highest point of the roof. Except that within special flood hazard areas height shall be measured from the base flood elevation, plus up to 3 feet of elevation to accommodate provisions for flood hazard reduction as specified in Chapter 9 of the Horry County Code of Ordinances.** (~~For exceptions refer to sections 707.3, 903 and 905).~~

2. **Amendment of Zoning Appendix B, Article VII, Section 709.3.** Section 709.3 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)

709.3 (E) The maximum building height is one hundred twenty (120) feet, provided that the requirements of all other applicable ordinances can be met, such as the Airport Height Ordinance. For multifamily projects developed on tracts less than one (1) acre in size, the maximum allowable height shall not exceed sixty (60) feet ~~in height above grade or the base flood elevation (BFE), whichever is greater;~~

3. **Amendment of Zoning Appendix B, Article VII, Section 720.3.** Section 720.3 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)

720.3 (A) 5. Maximum building height ~~above base flood elevation:~~ **Twenty-five (25) feet.**

4. **Amendment of Zoning Appendix B, Article V, Section 500.2.** Section 500.2 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)

500.2 Enlargements and alterations

c. Structures may be elevated for flood protection as long as the structure is not enlarged or altered in a manner that causes further encroachment into the required setback. Any building or structure, conforming or non-conforming may be raised up to three feet above base flood elevation in special flood hazard areas without having to come into compliance with required setback or height restrictions; no structure may exceed the maximum allowable height as allowed by the Airport Height Ordinance.

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

6. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.

7. **Effective Date:** This Ordinance shall become effective upon third reading.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

County Council Decision Memorandum
Horry County, South Carolina

Date: October 3, 2019
From: Planning and Zoning
Division: Infrastructure & Regulation
Prepared By: Katie Moore, Senior Planner
Cleared By: David Schwerd, Director of Planning
Regarding: Building Height and Setbacks in Special Flood Hazard Areas

ISSUE:

Should Horry County take into account special flood hazard areas when determining building height and setback compliance?

PROPOSED ACTION:

Approve the proposed amendments to address special flood hazard area considerations.

RECOMMENDATION:

Staff recommends Approval.
I&R recommended Approval on 10/8/19.

BACKGROUND:

Horry County does not provide additional vertical height allowance for structures within a special flood hazard area. The coastal jurisdictions of Georgetown County, Myrtle Beach, and North Myrtle Beach reference base flood elevation and/or flood elevation certificate in determination of building height.

Older homes and buildings in coastal and riverine zones tend not to be constructed above the base flood elevation (BFE) determined by FEMA, which is not static and is updated periodically. Additionally, Horry County adopted Flood Damage Prevention and Control as Chapter 9 of the Code of Ordinances that includes provisions for flood hazard reduction such as elevation. Currently Horry County regulations state that certain types of improvements to, or replacement of, structures within special flood hazard areas require elevation. However, lot size may limit the ability to conform to setbacks, and area overlay zones can pose challenges to elevation due to height restrictions.

There are many structures throughout Horry County built prior to zoning that do not meet current lot development requirements. Known as a legal non-conforming structures, these buildings are subject to significant limitations on allowable alterations and reconstruction.

ANALYSIS:

Amending the Zoning Ordinance to address elevation of structures in special flood hazard areas recognizes a need to protect public safety without harming coastal and riverine property owners and is consistent with neighboring coastal jurisdictions.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 96-19

AN ORDINANCE TO AMEND APPENDIX B, ZONING, ARTICLE VII, SECTION 724 "COMMERCIAL ZONING DISTRICTS" OF THE HORRY COUNTY CODE OF ORDINANCES

WHEREAS, Horry County has received requests for veterinary offices and boarding facilities with no outside boarding in the Transportation Related Services District (TRS); and,

WHEREAS, TRS currently allows pet stores, offices and medical offices; and,

WHEREAS, allowing veterinary offices and boarding facilities with no outside boarding would be consistent with other allowed uses within this district; and,

WHEREAS, Horry County has found that Mini-warehouses with no outside storage were previously allowed in the Retailing and Consumer Services District (RCS); and,

WHEREAS, there are existing facilities in the RCS district and the use was erroneously removed in a previous amendment; and,

WHEREAS, it is the intent of the Horry County Council to reconcile the standards of the zoning ordinance.

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

1. Amendment of Appendix B, Zoning Ordinance, Article VII, Section 724.

Section 724 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)

724.3 Permitted, Conditional and Specific Allowed Uses

P = Permitted Use	C = Conditional Use	SE = Special Exception
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DISTRICT					General or Special Provisions Reference
Land Use	Commercial Recreation	Retailing and Consumer Services	Transportation Related Service	Education, Institution, and Office	
ABC and liquor stores		P	P		
Advertising agencies		P	P	P	
Antique stores		P	P		
Appliance/furniture/equipment and other high bulk retail stores		P	P		
Art supply, book, magazine, newspaper, photographic and camera supply and service, office supply and equipment, hobby and toy stores		P	P	P	
Auto accessory and part stores (no salvage facilities)		P	P		
Auto/boat/motorcycle/recreational vehicle/truck/construction and farm equipment service and repair		C	C		1207
Auto/boat/motorcycle/recreational vehicle/truck/construction and farm equipment sales		P	P		
Bakeries, retail (goods sold on-site)		P	P		
Banks, savings and loans institutions		P	P	P	

Bar	P/SE	P/SE	P/SE	P/SE	534
Barber/beauty shops		P	P	P	
Bicycle repair and sales		P	P	P	
Billiard halls	P	P	P		
Blood banks and donor centers		P		P	
Blueprint/photocopy/film processing stores		P	P	P	
Bowling alleys/skating rink	P	P	P		
Building cleaning and maintenance services		P	P	P	
Bus depots			P		
Campers or recreational vehicles	C		C		1200
Car washes	P	P	P		
Carpet and upholstery cleaning services		P	P		
Cemeteries	C	C	C	C	1203
Churches, synagogues, temples and other places of worship	C	C	C	C	1201
Apparel, clothing and accessory stores		P	P		
Clubs, fraternal lodges, union hall, and social centers	P	P	P	P	

Commercial art and photography services		P	P	P	
Commercial marinas	C				
Commercial parking lots or decks		P	P	P	
Computer rental, leasing and repair services		P	P	P	
Continuing care retirement communities (CCRC) and/or skilled nursing facilities				P	
Contractors office (with or without equipment storage)		P	P		522
Convenience stores (with or without gasoline)	C	C	C		537
Daycare centers	C	C	C	C	525
Dressmaker/seamstress/tailors		P	P	P	
Electric go-carts and raceway	P				
Electric bumper car amusements	P				
Employment and temporary agencies		P	P	P	
Equipment leasing	P	P	P	P	522
Fitness center	P	P	P	P	
Florists		P	P	P	
Fraternity/sorority houses				C	543

Funeral homes and crematories			P	P	
Garden supply stores or nurseries	P	P	P		
Gift shops	P	P	P		
Golf courses	P	P	P	P	
Grocery stores		P	P		
Group homes				P	
Hardware and home improvement stores		P	P		
Home health care services		P	P	P	
Hospitals			P	P	
Hotels, motels, and tourist homes	P	P	P	P	
Indoor theaters	P	P	P		
Laser tag arenas (indoors and outdoors)	P				
Laundromats/retail dry cleaners (including pick-up stations)		P	P		
Locksmith/gunsmith		P	P		
Miniature golf and driving ranges	P				
Medical and dental offices and clinics		P	P	P	

<u>Mini-warehouses (No outside storage)</u>		<u>P</u>			
Mini-warehouses (outside storage)			P		
Offices (business, general purpose, professional/business)		P	P	P	
Optical stores		P	P	P	
Outpatient treatment facilities				SE	544
Pest control services		P	P	P	
Pet stores		P	P		
Pharmacies		P	P	P	
Piers or docking facilities (commercial)	P		P		
Public and private education facilities				P	
Public or private utility substations and subinstallations	P	P	P	P	
Railroad depots for passengers and freight service			P		
Radio/TV broadcasting stations			P	P	
Repair shops for personal and professional household appliances		P	P		
Residential*	C	C	C	C	708

Restaurants	P	P	P	P	
Retail (general)		P	P		
Schools that provide specialized teaching in art, music, drama, and dancing		P	P	P	
Vocational and technical schools		P	P	P	
Sewing and piece goods stores		P	P		
Shoe repair and sales shops		P	P		
Shopping centers, malls, and associated out-parcels		P	P		
Sports facilities (indoor or outdoor)	P				
Trade shops		P	P		
Upholstery and furniture refinishing stores		P	P		
Veterinary offices and boarding facilities (No outside boarding)		P	<u>P</u>	P	
Video and music stores (non-adult)		P	P		
Waterslides	P				

* = Any residential use consistent with those allowed in Section 708 GR "n" of the Zoning Ordinance are permitted as a conditional use in each district.

3. **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
4. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.
5. **Effective Date:** This Ordinance shall become effective upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

County Council Decision Memorandum
Horry County, South Carolina

Date: October 3, 2019
From: Planning and Zoning
Division: Infrastructure & Regulation
Prepared By: Desiree Jackson, Assistant Zoning Administrator
Cleared By: David Schwerd, Director of Planning
Regarding: Commercial Zoning Districts

ISSUE:

Should Horry County revise the Commercial Zoning Districts to allow veterinary offices and boarding facilities with no outside boarding in the Transportation Related Services District (TRS) and add mini-warehouses with no outdoor storage back to Retailing and Consumer Services District (RCS)?

PROPOSED ACTION:

Approve the revision of the Commercial Zoning Districts.

RECOMMENDATION:

Staff recommends Approval.

I&R recommended Approval on 10/8/19.

BACKGROUND:

The county has received requests for veterinary offices and boarding facilities with no outside boarding in the TRS zoning districts. The TRS zoning district currently allows pet stores, offices and medical offices. Allowing veterinary offices and boarding facilities with no outside boarding would be consistent with the other allowed uses within this district.

There is an existing storage facility in the RCS zoning district. Mini-warehouse facilities with no outside storage was erroneously removed from the RCS zoning district. Adding this use back to the RCS district would simply fix an unintentional inconsistency.

ANALYSIS:

The proposed amendment will allow veterinary offices and boarding facilities with no outside boarding in the TRS zoning district and add mini-warehouses with no outside storage back to the RCS zoning district.

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 97-19

AN ORDINANCE TO AMEND APPENDIX B, ZONING ORDINANCE OF THE HORRY COUNTY CODE OF ORDINANCES PERTAINING TO OPEN YARD STORAGE

WHEREAS, Horry County has received several request for open yard storage in areas currently zoned High Bulk Retail (RE4); and,

WHEREAS, RE4 currently allows for parking lots and accessory outside storage; and,

WHEREAS, currently to rezone for open yard storage would require an industrial district of General Manufacturing and Industrial (MA2), Heavy/Intense Manufacturing and Industrial (MA3) or Marine Industrial (MI); and,

WHEREAS, allowing open yard storage in RE4 will allow more flexibility without introducing industrial uses to redeveloping areas; and,

WHEREAS, it is the intent of the Horry County Council to reconcile the standards of the zoning ordinance.

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

1. **Amendment of Appendix B, Zoning Ordinance, Article VII, Section 748.**
Section 748 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)

748.1 Permitted Uses[s]

(T) Open yard uses for the sale, rental, and/or storage of new, used or salvaged materials, or equipment subject to provisions of 1209

2. **Amendment of Appendix B, Zoning Ordinance, Article XII, Section 1209.**
Section 1209 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)

A. The HC **and RE4** districts allows open yard uses for the sale, rental, and/or storage of new, used, or salvaged materials, vehicles or equipment provided that:

1. The use shall be screened according to section 522.
2. No burning of materials or products is conducted on the premises.

3. A privacy fence or wall of at least six (6) feet in height above finished grade will be required along all property lines.
 4. No processing of materials including, but not limited to, car crushing, car shredding, grinding, etc.
3. **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
 4. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.
 5. **Effective Date:** This Ordinance shall become effective upon third reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

County Council Decision Memorandum
Horry County, South Carolina

Date: October 3, 2019
From: Planning and Zoning
Division: Infrastructure & Regulation
Prepared By: Desiree Jackson, Assistant Zoning Administrator
Cleared By: David Schwerd, Director of Planning
Regarding: Open Yard Storage

ISSUE:

Should Horry County allow open yard storage in the RE4 zoning district?

PROPOSED ACTION:

Approve open yard storage in RE4 as long as it meets the provision of Article XII, Section 1209.

RECOMMENDATION:

Staff recommends Approval.
I&R recommended Approval on 10/8/19.

BACKGROUND:

The county has received requests for open yard storage as a primary use on properties zoned RE4. Open yard storage is only allowed as a primary use in the Highway Commercial district, which cannot be rezoned to, and several industrial districts including the General Manufacturing & Industrial District (MA2). Adding open yard storage as a primary use in the RE4 zoning district will allow more flexibility without introducing industrial uses to redeveloping areas.

ANALYSIS:

The proposed amendment will allow Open Yard storage as a primary use in the RE4 zoning district.

COUNTY OF Horry)
STATE OF SOUTH CAROLINA)

ORDINANCE 105-19

AN ORDINANCE AMENDING SECTION 20-452 (FALSE ALARMS), OF ARTICLE IX (MISCELLANEOUS PROSCRIBED CONDUCT), OF CHAPTER 20 (PUBLIC NUISANCES AND INFRACTIONS), Horry COUNTY CODE OF ORDINANCES, IN THE CONTINUED EFFORT TO REDUCE THE INCIDENTS OF FALSE ALARMS IN Horry COUNTY

WHEREAS, on February 1, 2011, County Council enacted Ordinance 103-10, making unlawful the excessive occurrence of false alarms (not including alarms caused by unusually violent conditions of nature, other extraordinary circumstances beyond the control of the alarm user), for the purpose of reducing the unnecessary and costly expenditure of public safety resources and personnel having to respond to those calls; and

WHEREAS, Ordinance 103-10 was codified and appears in Chapter 20, Article IX, Section 20-452 of the Horry County Code of Ordinances; and

WHEREAS, on September 4, 2018, as part of continued efforts to curtail the extraordinary amount of false alarms calls in unincorporated Horry County, County Council enacted Ordinance 62-18, effecting certain modifications to Section 20-452; and

WHEREAS, during implementation of the program geared at reducing false alarms, it has been determined that certain additional modifications to Section 20-452 are advisable.

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

1. CODE AMENDMENT. Section 20-452 of Article IX of Chapter 20, Horry County Code of Ordinances, is hereby amended as follows (words crossed through indicate deletions, words underlined indicate additions):

Sec. 20-452. – False alarms.

(a) *Definitions.*

- (1) *False alarm* means the activation of a fire, burglar, robbery, or other similar alarm system through inadvertence, electrical or mechanical failure, malfunction, improper installation, improper maintenance, or the negligence of the owner, lessee, or anyone otherwise in control of the system, or of his/her employees or agents, resulting in a response by Horry County public safety personnel. This does not include alarms caused by unusually violent conditions of nature, other extraordinary circumstances beyond the control of the alarm user, or by unauthorized tampering with an alarm system by anyone other than the alarm user or his agent(s); the absence of evidence of which will be found to create an inference or presumption of fault and responsibility on the part of the owner, lessee, or anyone otherwise in control of the system, or of his/her employees or agents. An alarm is false when, upon determination of the responding public safety official(s), there is no evidence of the existence of the condition or activity the alarm was designed to detect when the alarm activated, and no evidence of violent conditions or other extraordinary circumstances as noted above.
- (2) *Alarm system* means any single device or assembly of equipment and devices, mechanical or electrical, designed for the detection of fire or of unauthorized entry on or into any premises, or for alerting others of the commission of an unlawful act, and when activated causes an audible and/or visual signal and/or transmits a signal or message to which public safety

personnel are expected to respond or which would imply to a reasonable person that public safety personnel are needed at the alarm source to address a potential public safety concern.

- (3) *Alarm user* means a person, firm, partnership, company, association, corporation, other legal entity, or owner, tenant, lessee, or occupant, or their agent(s) owning, leasing, ~~or~~ operating, or in any manner in control of or responsible for an alarm system, or who is/are in any manner in control of or responsible for any building, structure or facility where an alarm system is present.
 - (4) *Response* means the dispatch of public safety personnel to the premises where an alarm system has been activated.
 - (5) *Year* means a twelve-month (three-hundred sixty-five (365) day) period.
- (b) *Duties of an alarm user.*
- (1) To ensure the proper installation and functioning of alarms and alarm systems;
 - (2) To maintain the premises and the alarm system in a manner that will reduce or eliminate false alarms;
 - (3) To respond or cause a representative or other responsible party to respond to the alarm system's location within thirty (30) minutes upon notification from public safety officials of the need to deactivate a malfunctioning alarm system; and
 - (4) To ensure that an alarm is not manually activated by the alarm user or any other person for any reason other than an occurrence of an event that the alarm system was intended to report.
- (c) *False alarm procedure.*
- (1) Whenever Horry County public safety personnel respond to an activated alarm system, the official in charge of the incident shall determine if the response was caused by a false alarm and shall indicate that fact upon the incident report.
 - (2) Horry County Public Safety shall regularly review incident reports to monitor the accumulation of false alarms at any one location. When two (2) false alarms have occurred at the same location within one (1) year, Horry County Public Safety shall notify the alarm user by letter, citing the location and date of each false alarm. The letter shall recommend that appropriate action be taken on the part of the alarm user to alleviate the causes of false alarms and shall include a statement that an accumulation of more than two (2) false alarms within a year shall result in violation of this section.
 - (3) Three (3) false alarms occurring at one (1) location within a year, or violation of any other provision of this section, constitutes an civil offense/infraction and public nuisance as set forth in subsection 1-8(b) of this Code, subjecting the alarm user to a fine of up to two hundred dollars (\$200.00), ~~plus assessments~~. Each additional false alarm within that year shall constitute a separate infraction. However, no alarm user shall be charged with accumulating more than one (1) false alarm in any twenty-four-hour period. Unpaid fees may be collected in the same manner as any civil judgment.

In addition, the accumulation of ten (10) or more false alarms within a year will subject the alarm user to the heightened costs of public resources occasioned by the false alarms, to include, without limitation, the salaries or wages of county personnel involved and the use of county equipment and other non-personnel expenses.

In addition, the accumulation of ten (10) or more false alarms within a year may subject a business to denial, revocation, or non-renewal of a business license under Section 12.5-107 of this Code.

- (d) *Evidence of repair or other appropriate actions accepted in lieu of citation or fee.* An alarm user may submit, within ten (10) days of the date of notification of an infraction, evidence that a malfunctioning system has been repaired, or that appropriate and sufficient steps have been taken otherwise to eliminate the incidents of false alarms, e.g., evidence such as a receipt from a licensed alarm business with a statement of repairs made to the system, or other measures taken to effectively address the occurrence of false alarms. If such evidence is satisfactory to the County, the County may take action in accordance with subsection 1-8(c) of this Code or request that the Court dismiss ~~the charge~~ citations issued hereunder.

(Ord. No. 103-10, § 1, 2-1-11; Ord. No. 62-18, § 1, 9-4-18; Ord. No. -19, § 1, - -19)

State Law reference— S.C. Code, section 16-17-570.

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, Subsection 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 _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

Date of First Reading: October 15, 2019
Date of Second Reading: November 5, 2019
Date of Third Reading:

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 106-19

AN ORDINANCE TO ESTABLISH A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE SOUTH CAROLINA CODE OF LAWS 1976, AS AMENDED, TO BE KNOWN AS THE GEORGETOWN COUNTY PROJECT EAGLE JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (THE "PARK"), IN CONJUNCTION WITH GEORGETOWN COUNTY, SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN GEORGETOWN COUNTY; TO AUTHORIZE THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH GEORGETOWN COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE IN LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN GEORGETOWN COUNTY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Georgetown County, South Carolina ("Georgetown County") and Horry County, South Carolina ("Horry County") (collectively, the "Counties"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the "Park Act"), and particularly Section 4-1-170 thereof, propose to establish a joint county industrial and business park (the "Park"); and

WHEREAS, in order to promote economic development in Georgetown County and surrounding areas, including Horry County, through improvements to the tax base of Georgetown County and the provision of additional employment opportunities, Georgetown County and Horry County have agreed to create the Park to include property presently anticipated to be now or hereafter owned and/or operated by one or more companies identified for the time being, collectively, as Project Eagle, and/or one or more existing, or to be formed, affiliates or other related entities (the "Project Property"); and

WHEREAS, the Park shall be known as the Georgetown County Project Eagle Joint County Industrial and Business Park; and

WHEREAS, the Counties have agreed to the specific terms and conditions of such arrangement as set forth in that certain Agreement for Development of Joint County Industrial and Business Park (Georgetown County Project Eagle Park) to be entered into by the Counties as of such date as the Counties may agree (the "Park Agreement"); and

WHEREAS, the Counties now desire to establish the Park to include the Project 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:

Section 1. Establishment of Georgetown County Project Eagle Joint County Industrial and Business Park; Approval of Park Agreement. There is hereby authorized to be established in conjunction with Georgetown County a joint county industrial and business park to be known as the Georgetown County Project Eagle Joint County Industrial and Business Park, which is located on the land comprising the Project Property and more particularly described in the form of Park Agreement attached herewith. The form, provisions, terms and conditions of the Park Agreement are hereby approved, and all of the provisions, terms and conditions thereof are hereby incorporated herein by reference as if the Park Agreement were set out in this Ordinance in its entirety.

The Park Agreement is to be in substantially the form as that attached, or with such changes therein as shall not materially adversely affect the rights of Horry County, upon advice of counsel, thereunder and as shall be approved by the officials of Horry County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the attached Park Agreement.

The Chairman of Horry County Council, for and on behalf of Horry County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the Park Agreement and the performance of all obligations of Horry County under and pursuant to the Park Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

Section 2. Payment of Fees in Lieu of *Ad Valorem* Taxes. Owners and lessees of property located in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Georgetown County. That portion of such fee allocated pursuant to the Park Agreement to Horry County shall, upon receipt by the Treasurer of Georgetown County, be paid to the Treasurer of Horry County in accordance with the terms of the Park Agreement. Payments of such fees will be made on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate as late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the Treasurer of Georgetown County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 3. Distribution of Revenue. Revenues generated from the Park through the payments of fees in lieu of *ad valorem* taxes to be received by Horry County pursuant to the Park Agreement shall be retained in full by Horry County.

Section 4. Governing Laws and Regulations. The ordinances and regulations of Georgetown County including, without limitation, those concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Georgetown County unless the properties are within the boundaries of a municipality in which case the municipality's ordinances and regulations apply.

Section 5. Law Enforcement and Other Services. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Department of Georgetown County. If any of the Park properties are within the

boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality. Fire, sewer, water and EMS services will be provided by the service district or other political unit within whose jurisdiction the Park properties are located.

Section 6. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 7. General Repealer. Any prior Ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 8. Effectiveness. This Ordinance shall be effective after third and final reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this ____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

Date of First Reading: October 15, 2019
Date of Second Reading: November 5, 2019
Date of Third Reading:

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)
COUNTY OF HORRY)

) AGREEMENT FOR DEVELOPMENT OF
) JOINT COUNTY INDUSTRIAL AND
) BUSINESS PARK (GEORGETOWN
) COUNTY PROJECT EAGLE PARK)
)

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Georgetown County is made and entered into and to be effective as of _____, 2019, by and between Georgetown County, South Carolina (“Georgetown County”) and Horry County, South Carolina (“Horry County”).

RECITALS

WHEREAS, pursuant to Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (the “Park Act”), and particularly Section 4-1-170 thereof, and Article VIII, Section 13(D) of the South Carolina Constitution, as well as Ordinance No. 19-19 enacted by the County Council of Georgetown County and Ordinance No. _____ enacted by the County Council of Horry County, Georgetown County and Horry County have determined that, in order to further promote economic development and thus provide additional employment opportunities within both of said counties, there should be established in Georgetown County a joint county industrial and business park to be located in Georgetown County upon property presently anticipated to be now or hereafter owned and/or operated by one or more companies identified for the time being, collectively, as Project Eagle, and/or one or more existing, or to be formed, affiliates or other related entities, and described in Exhibit A hereto (the “Park”), which Park shall be known as the Georgetown County Project Eagle Joint County Industrial and Business Park and shall be in addition to previous joint county industrial and business parks previously established between the counties; and

WHEREAS, as a consequence of the establishment of the Park, property therein shall be exempt from *ad valorem* taxation, but the owners or lessees of such property shall pay annual fees in an amount equal to that amount for which such owner or lessee would be otherwise liable except for such exemption; and

WHEREAS, Georgetown County has agreed to accept responsibility for the costs of infrastructure, maintenance, management, promotional costs, and other appropriate costs associated with the establishment and operation of the Park as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Georgetown County and Horry County, their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the Constitution of South Carolina provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a means by which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability for school districts. Section 4-1-170 of the Park Act satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the date of this Agreement, the Park consists of property located in Georgetown County, as further identified in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Georgetown County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of both Georgetown County and Horry County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of such property.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Georgetown County Council and Horry County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Georgetown County Council and by Horry County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Georgetown County Council, as the county council of the county wherein the portion of the Park proposed to be enlarged or diminished is located. Notice of such public hearing shall be published in a newspaper of general circulation in Georgetown County at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon any owner and, if applicable, any lessee of any real property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this Agreement to the contrary, to the extent that either Georgetown County or Horry County has outstanding contractual commitments to any owner or lessee of property located within the Park requiring inclusion of such property within a multi-county industrial or business park established pursuant to the Park Act and Article VIII, Section 13(D) of the South Carolina Constitution, Georgetown County and Horry County shall not be entitled to remove such property from within the Park unless Georgetown County shall first obtain the written consent of the owner or lessee of such property.

4. Fee in Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with

this Agreement an amount equivalent to the *ad valorem* property taxes or other in-lieu-of-payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Park Expenses. Georgetown County and Horry County shall bear expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

A. Georgetown County	100%
B. Horry County	0%

6. Allocation of Park Revenues. Georgetown County and Horry County shall receive an allocation of revenues generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

A. Georgetown County	99%
B. Horry County	1%

Any payment by Georgetown County to Horry County of its allocable share of the fees in lieu of taxes from the Park shall be made not later than thirty (30) days from the end of the calendar quarter in which Georgetown County receives such payment. In the event that the payment made by any owner or lessee of Park property is made upon protest or is otherwise in dispute, Georgetown County shall not be obligated to pay to Horry County more than Horry County's share of the undisputed portion thereof until thirty (30) days after the final resolution of such protest or dispute.

7. Revenue Allocation Within Each County.

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* property taxes shall be distributed to Georgetown County and to Horry County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to such revenues so allocable to Georgetown County, such revenue shall be distributed within Georgetown County in the manner provided by ordinance of the County Council of Georgetown County; provided, that (i) all taxing entities which overlap the applicable revenue-generating properties within the Park shall receive at least some portion of the revenues generated from such properties, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity; provided, that any revenue which is to be allocated annually to a school district, shall, in accordance with applicable law, be allocated by the Georgetown County Auditor between such school district's debt service and such school district's operations in the same proportion as the millage levied for the respective purpose bears to the millage levied for both purposes when combined. Georgetown County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the County Council of Georgetown County.

(B) Such revenues allocable to Horry County pursuant to Section 6 of this Agreement shall be distributed as deemed appropriate by Horry County in the manner provided by ordinance of the County Council of Horry County.

8. Fee in Lieu of Taxes Pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina. It is hereby agreed that the entry heretofore or hereafter by Georgetown County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in Lieu of Tax Agreements"), with respect to Park property and the terms of such agreements shall be at the sole discretion of Georgetown County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Georgetown County and Horry County and to each of the taxing entities within the participating counties shall be identical to any allocation of revenue received and retained by each of the counties and by each of taxing entities within the participating counties, pursuant to Sections 6 and 7 of this Agreement.

10. Records. Georgetown County and Horry County each covenant and agree that, upon the request of Horry County, Georgetown County will provide to Horry County copies of the records of the annual tax levy and copies of the actual tax bills, for parcels of property included within the Park at the time of such tax levy, and will further provide copies to the Horry County Treasurer's collection records for the taxes so imposed, all as such records become available in the normal course of Georgetown County procedures. It is further agreed that Horry County shall not request such records from Georgetown County more frequently than once annually, absent compelling justification to the contrary.

11. No Liability of Horry County. It is expressly understood and agreed that by entering into this Agreement, Horry County assumes no liability whatsoever with respect to this Agreement, the establishment or existence of the contemplated Park, and no recourse shall be had for any claim based upon any obligation, covenant or agreement contained herein against Horry County or any council member, director, officer, employee, or agent of Horry County.

12. South Carolina Law Controlling. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision of this Agreement.

14. Counterpart Execution. This Agreement may be executed in multiple counterparts.

15. Termination. Notwithstanding any provision of this Agreement to the contrary, Georgetown County and Horry County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the county council of each county. Notwithstanding the foregoing, this Agreement may not be terminated to the extent that either Georgetown County or

Horry County has outstanding contractual commitments to any owner or lessee of property located in the Park requiring inclusion of such property within a multi-county industrial or business park established pursuant to the Park Act and Article VIII, Section 13(D) of the Constitution of South Carolina, unless such county shall first obtain the written consent of such owner or lessee.

[End of Agreement – Execution Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: _____
John Thomas, Chairman of County Council,
Georgetown County, South Carolina

[SEAL]

Attest:

By: _____
Theresa Floyd, Clerk to County Council
Georgetown County, South Carolina

HORRY COUNTY, SOUTH CAROLINA

By: _____
Johnny Gardner, Chairman, County Council,
Horry County, South Carolina

[SEAL]

Attest:

By: _____
Patricia Hartley, Clerk to County Council
Horry County, South Carolina

EXHIBIT A
GEORGETOWN COUNTY PROJECT EAGLE PARK
LAND DESCRIPTION

[To be inserted]

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 87-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 32300000013 (PORTION) FROM COMMERCIAL AGRICULTURE (AG2) TO RESIDENTIAL (SF10)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Agriculture (AG2) to Residential (SF10) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 32300000013 (Portion) and currently zoned Commercial Agriculture (AG2) is herewith rezoned to Residential (SF10).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	ROWE Professional Services co (843) 444-1020 (Energov # 046431)	Rezoning Request #	Ord 87-19 2019-08-002
PIN #	32300000013 (Portion)	County Council District #	7 - Bellamy
Site Location	Hwy 905 & Padgett Ln in Conway	Staff Recommendation	Approval
Property Owner Contact	Clearwell LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	18.8

ZONING DISTRICTS

Current Zoning	AG2
Proposed Zoning	SF10
Proposed Use	Residential Subdivision

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	3.8 (Fire)
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

CFA	MHP	MHP
CFA	Subject Property	SF10
CFA	SF10	SF10

COMMENTS

Comprehensive Plan District: Transtional Growth Area	Overlay/Area Plan: None
<p>Discussion: The applicant is requesting to rezone the AG2 portion of parcel for a future residential subdivision. The subject portion was rezoned in 2014 from RH (Resort Housing) to AG2 with a proposed use as an amenity area with horses and a shooting range (Ord. #46-14).</p> <p>The applicant is requesting to rezone a 18.8 acre portion of a 156.66 acre parcel to add 63 lots resulting in a residential development consisting of 271 single family detached units with a minimum lot size of 10,000 sq. ft. and 51 units with a minimum lot size of 14,500 sq. ft.</p> <p>As shown, the overall project would have a gross density of 1.9 units/ac. The preliminary wetlands assessment identifies 13.4 acres of wetlands. Within the requested portion, 55 lots are proposed with two points of access and 8 lots are proposed with a single point of access connecting to the existing approved residential subdivision.</p> <p>The master plan for Lochhaven proposes two points of access to Padgett Lane and one point of shared access onto Hwy 905. This parcel is designated as Rural Communities and Scenic & Conservation in the IMAGINE 2040 comprehensive plan. 9/17/16 County Council remanded to Planning Commission for reconsideration.</p>	
<p>Public Comment:10/3/2019: There was no public input. Ryan Harvey was present to address questions and concerns</p>	

TRANSPORTATION INFORMATION

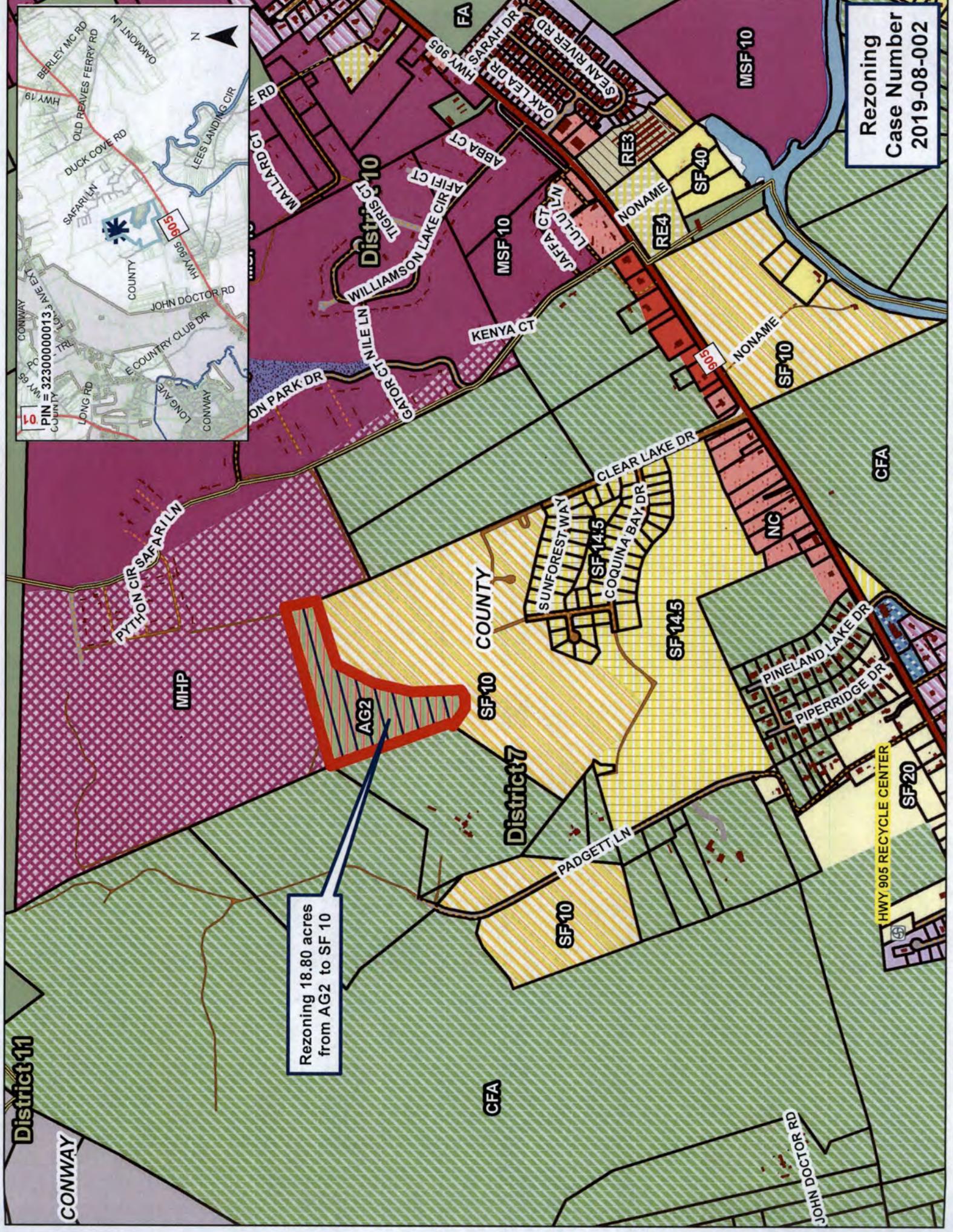
Daily Trips based on existing use / Max Daily Trips based on current zoning	0/1664	Existing Road Conditions	County, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	2168/2168	Rd, Station, Traffic AADT (2017) % Road Capacity	SC 905, Station 251 9,000 ADT 60-65%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF10	AG2	SF10	CFA (Com/Res)		
Min. Lot Size (in square feet)	10000	21780	10000	43560/21780		
Front Setback	25	10	25	60/25		
Side Setback	10	15	10	25/10		
Rear Setback	15	15	15	40/15		
Bldg. Height	35	35	35	35/35		

Date Advertised: 8/15/2019 Date Posted: 8/15/2019 # Property Owners Notified: 6 Date Notification Mailed: 8/15/2019 Report Date: 8/15/2019 BY: sm

Rezoning
Case Number
2019-08-002



Rezoning 18.80 acres
from AG2 to SF 10

COUNTY OF HORRY

)

Ordinance 88-19

STATE OF SOUTH CAROLINA

)

)

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 40113040006 FROM PLANNED DEVELOPMENT DISTRICT (PDD) TO HIGH BULK RETAIL (RE4)

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

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

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

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

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 40113040003 and currently zoned Planned Development District (PDD) is herewith rezoned to High Bulk Retail (RE4)
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Venture Engineering (843) 347-5851 (Energov # 046510)	Rezoning Request #	Ord 88-19 2019-08-006
PIN #	40113040006	County Council District #	8 - Vaught
Site Location	Hwy 544 & Linda Drive in Conway	Staff Recommendation	Approval
Property Owner Contact	Horry Furniture Company	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.72

ZONING DISTRICTS

Current Zoning	PDD
Proposed Zoning	RE4
Proposed Use	Plumbing Business

LOCATION INFORMATION

Flood and Wetland Information	X	SF10	HC	HC
Public Health & Safety (EMS/fire) in miles	1.4 (Fire/Medic)	SF10	Subject Property	HC
Utilities	Public	SF10	HC	HC
Character of the Area	Residential & Commercial			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Urban Corridors	Overlay/Area Plan: West Hwy 544 Overlay
<p>Discussion: The applicant is requesting to rezone to allow for a plumbing company business at the site of an existing commercial distribution warehouse. The parcel is shown as within the WEST HWY 544 OVERLAY and has direct access onto HWY 544 and Linda Drive. The RE4 High Bulk Retail Zoning District allows for outdoor storage.</p> <p>Previous rezoning 2009-06-001 (Ord. #64-09) from HC (Highway Commercial) to PDD for warehouse and distribution to support a bakery.</p> <p>This parcel is designated as Suburban in the IMAGINE 2040 comprehensive plan.</p> <p>9/17/16 County Council remanded to Planning Commission for reconsideration.</p> <p>Public Comment: 10/3/2019: There was no public input. Steve Powell was present to address questions and concerns.</p>	

TRANSPORTATION INFORMATION

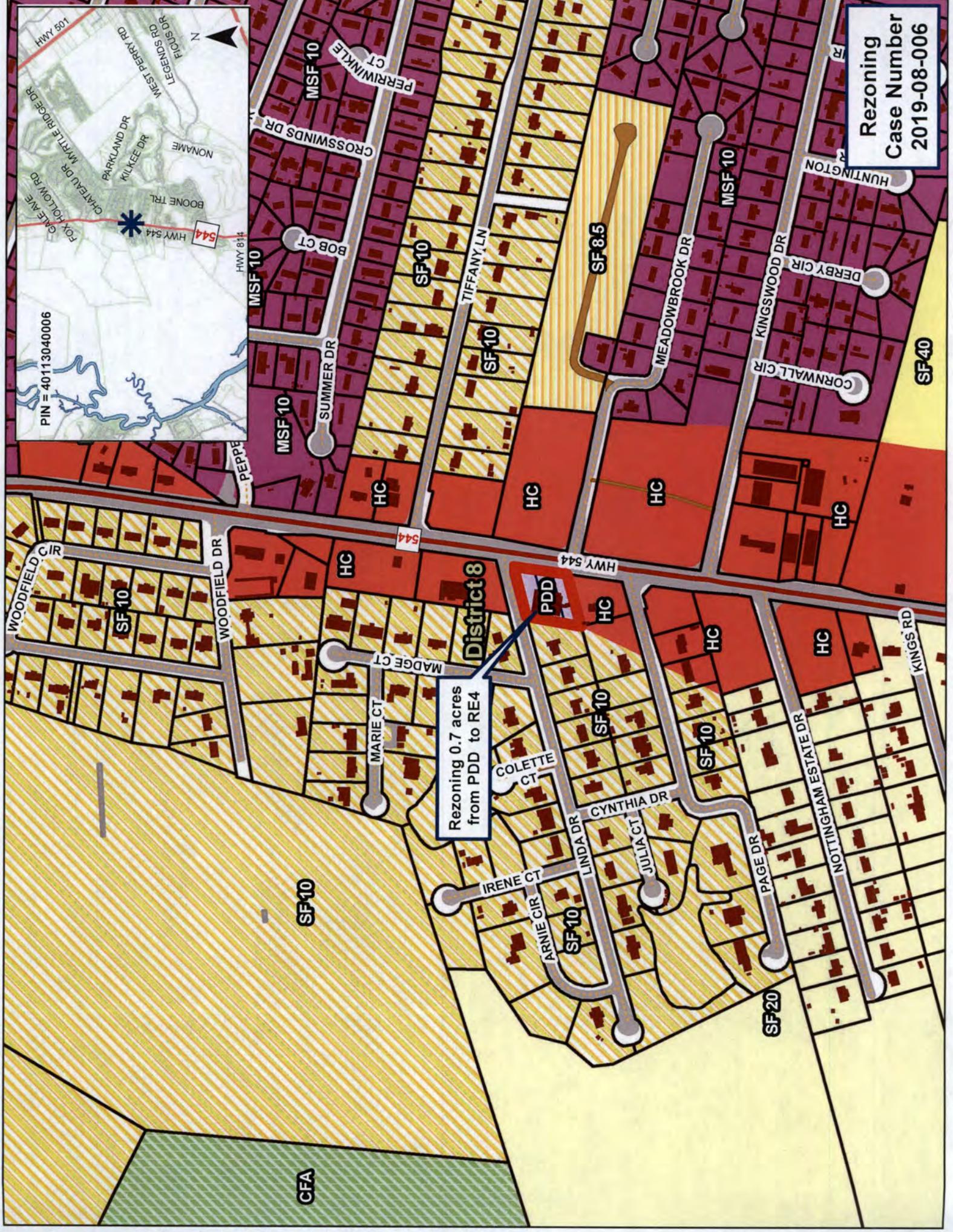
Daily Trips based on existing use / Max Daily Trips based on current zoning	50/250	Existing Road Conditions	State, Paved, Four Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	100/500	Rd, Station, Traffic AADT (2017) % Road Capacity	SC 544, Station 241 34,600 ADT 85-90%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	PDD	HC	SF10		
Min. Lot Size (in square feet)	21780	NA	10000	10000		
Front Setback	60	50	50	25		
Side Setback	10	15	10	10		
Rear Setback	15	15	15	15		
Bldg. Height	36	25	120	35		

Date Advertised: 8/15/2019 Date Posted: 8/15/2019 # Property Owners Notified: 38 Date Notification Mailed: 8/15/2019 Report Date: 8/15/2019 BY: sm

Rezoning
Case Number
2019-08-006



COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

Ordinance 89-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 2440000022 FROM FOREST AGRICULTURE (FA) TO RESIDENTIAL (SF10)

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

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

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

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

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 2440000022 and currently zoned Forest Agriculture (FA) is herewith rezoned to Residential (SF10).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering (843) 237-1001 (Energov # 046374)	Rezoning Request #	Ord 89-19 2019-08-001
PIN #	24400000022	County Council District #	11 - Allen
Site Location	Ridge Rd in Gallivants Ferry	Staff Recommendation	Approval
Property Owner Contact	Robert M Floyd Jr	PC Recommendation	Approval
		Size (in acres) of Request	72.62

ZONING DISTRICTS

Current Zoning	FA
Proposed Zoning	SF10
Proposed Use	Residential Subdivision

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	3.5
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

FA	FA	FA
MSF10	Subject Property	FA
SF10	SF40	FA

COMMENTS

Comprehensive Plan District: Transitional Growth Area	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone to allow a residential development consisting of 77 single family detached units with a minimum lot size of 10,000 sq. ft. As shown, the project would have a gross density of 1.06 units/ac and a net density of 1.5 units/ac. The preliminary wetlands assessment identifies 21.4 acres of wetlands. Twelve of the the 77 units are proposed with shared direct access to ridge rd. and the remaining 65 units are proposed on a single access. A design modification for the number of units serviced by a single access will be required at the time of development review.

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

9/17/16 County Council remanded to Planning Commission for reconsideration.

Public Comment:10/3/2019 John Richards, Attorney for adjacent property owner spoke in opposition of the request stating that his clients property will be landlocked with this rezoning. Felix Pitts was present to address questions and concerns and stated that the adjacent owners will have access and will also have access to public water and sewer.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0/250	Existing Road Conditions	State & County Roads, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	616/616	Rd, Station, Traffic AADT (2017) % Road Capacity	US 501, Station 151 26,100 ADT 50-55%
Proposed Improvements			

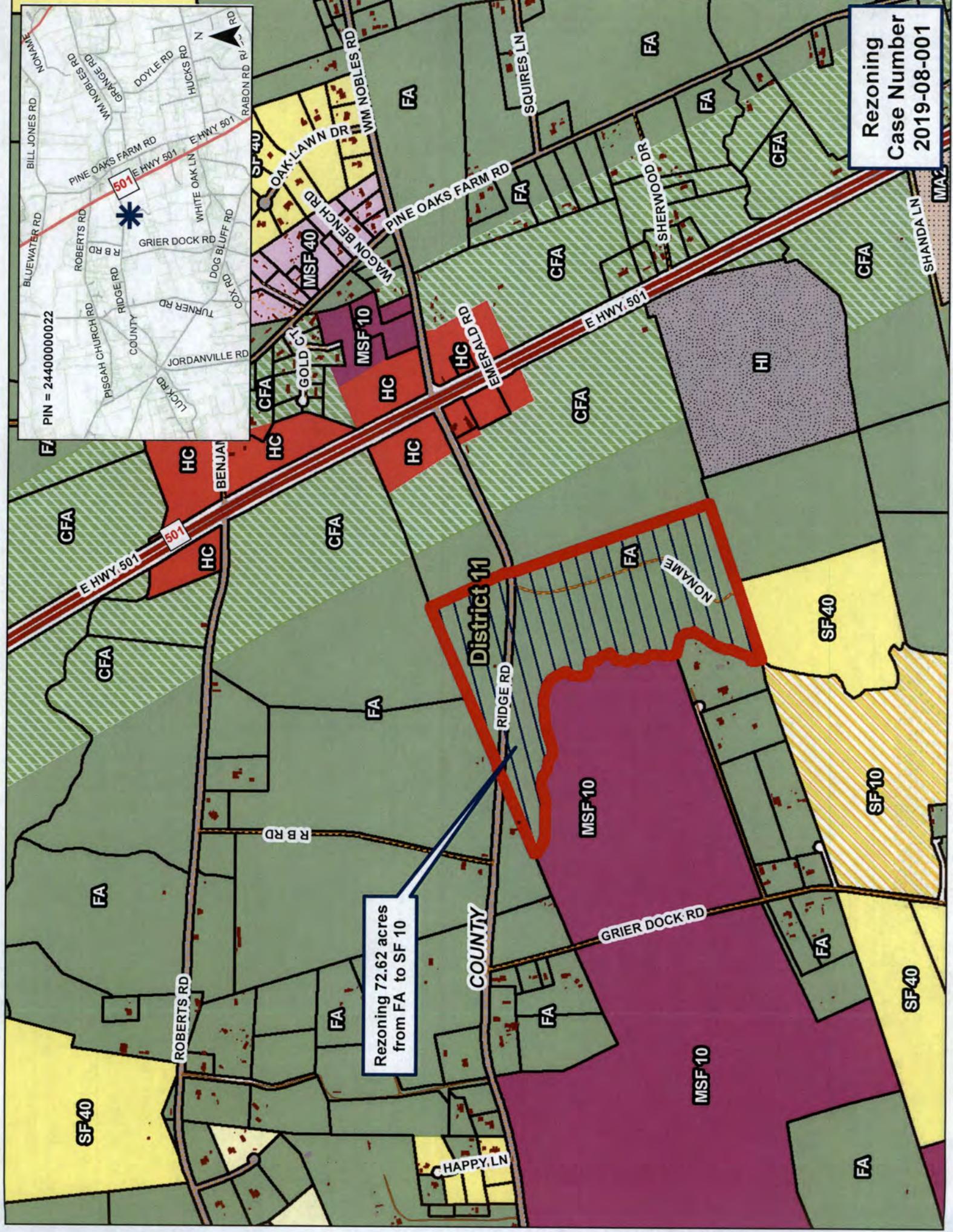
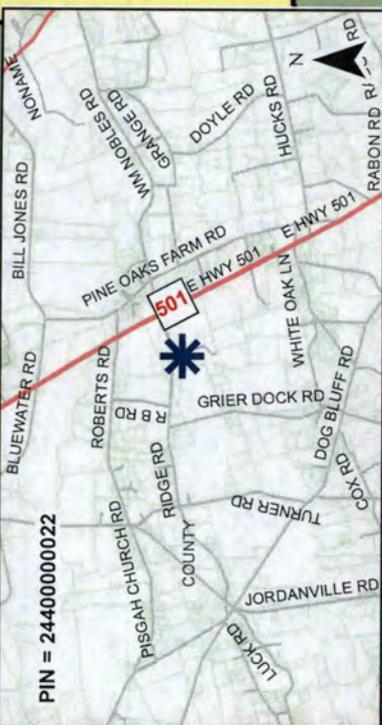
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF10	FA (Com/Res)	FA (Com/Res)	SF40	SF10	MSF10
Min. Lot Size (in square feet)	10000	43560/21780	43560/21780	40000	10000	10000
Front Setback	25	60/25	60/25	50	25	25
Side Setback	10	25/10	25/10	20	10	10
Rear Setback	15	40/15	40/15	30	15	15
Bldg. Height	35	35/35	35/35	35	35	35

Date Advertised: 8/15/2019 Date Posted: 8/15/2019 # Property Owners Notified: 14 Date Notification Mailed: 8/15/2019 Report Date: 8/15/2019 BY: sm

Rezoning
Case Number
2019-08-001

Rezoning 72.62 acres
from FA to SF 10



COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 98-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 35106020024 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO RESIDENTIAL (SF10)

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

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

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

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

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 35106020024 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Residential (SF10).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Sandra Jones & Lee O. Edge (843) 655-0915 (Energov # 046687)	Rezoning Request #	2019-09-004
PIN #	35106020024	County Council District #	1 - Worley
Site Location	Off Little River Neck Rd in North Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Sandra Jones & Lee O. Edge	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.4

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	SF10
Proposed Use	Single family detached

LOCATION INFORMATION

Flood and Wetland Information	X	City of North Myrtle Beach	City of North Myrtle Beach	CFA
Public Health & Safety (EMS/fire) in miles	4 (Fire/Medic)	CFA	Subject Property	CFA
Utilities	Public	CFA	CFA	CFA
Character of the Area	Residential			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Urban Communities	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone a legal non-conforming property with the intent to subdivide an existing residential lot to create two single-family zoned parcels. Two homes are currently located within the parcel along with accessory structures and access driveways with parking. An unplatted access driveway is present along the western boundary of the parcel. At the time of subdivision several requests for variance can be anticipated based on the sketch plan submitted with the rezoning. Annexation of this parcel by the City of North Myrtle Beach may occur in the future when water services are requested.

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

Public Comment: 10/3/2019: There was no public input. Lee Edge was present to address questions and concerns

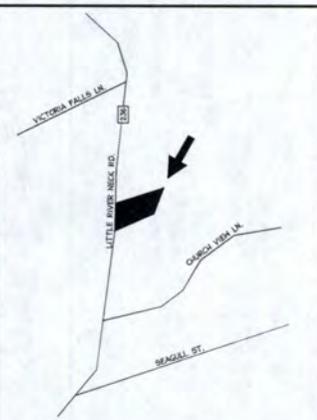
TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	16 / 8	Existing Road Conditions	State, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	16 / 16	Rd, Station, Traffic AADT (2018) % Road Capacity	S-236 (Little River Neck Rd), Station 348 4,600 AADT 35% - 40%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF10	CFA (Com/Res)	CFA (Com/Res)			
Min. Lot Size (in square feet)	10,000	43560/21780	43560/21780			
Front Setback	25	60/25	60/25			
Side Setback	10	25/10	25/10			
Rear Setback	15	40/15	40/15			
Bldg. Height	35	35/35	35/35			

Date Advertised: 9/12/2019 Date Posted: 9/12/2019 # Property Owners Notified: 21 Date Notification Mailed: 9/12/2019 Report Date: 9/12/2019 BY: sm



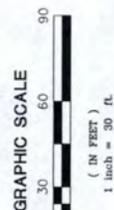
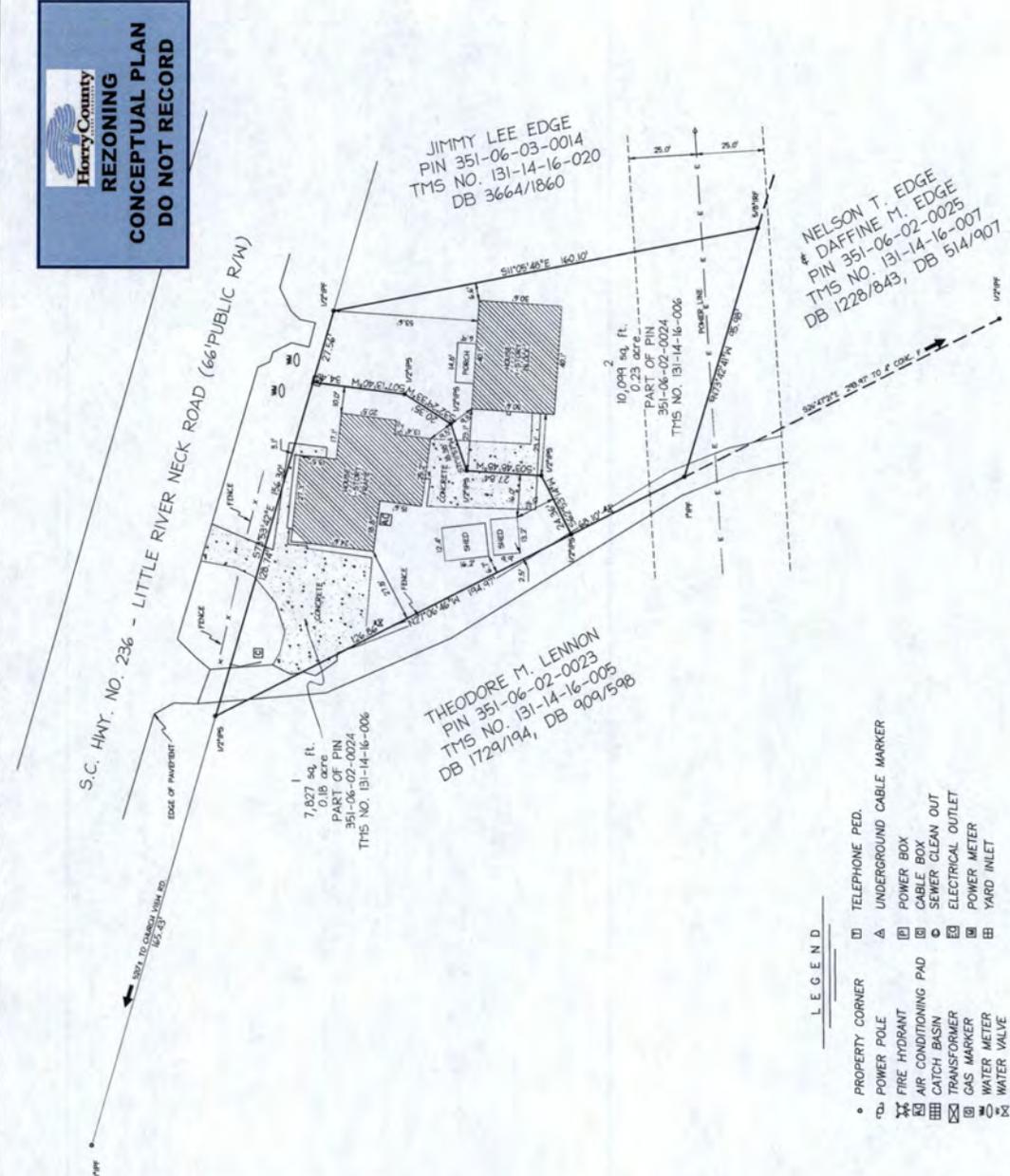
VICINITY MAP N.T.S. ~

REFERENCE:
 1. "PLAT OF LORINE EDGE PRINCE & NATHANIEL EDGE", BY C.B. BERRY, R.L.S. DATED JUNE 29, 1974, RECORDED IN DEED BOOK 514, PAGE 907.
 2.
 3.

- NOTES:
- PIN 351-06-02-0024, TMS: 131-14-16-006
 - OWNER OF RECORD-SANDRA JONES & LEE O. EDGE 4690 HWY. 236 NORTH MYRTLE BEACH, SC 29582
 - THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" AS SCALED FROM F.I.R.M. 4505TC0582 H DATED AUG. 23, 1999. THIS PLAT IS NOT THE BASIS FOR FLOOD ZONE DETERMINATION OR FLOOD ZONE RELATED ISSUES. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THIS PROPERTY AND TO ANY FUTURE PURCHASER TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE OF ANY DEPTH CONDITION, CAPACITY, OR LOCATION OF ANY UNDERGROUND UTILITY OR SERVICE FACILITY FOR INFORMATION REGARDING THESE UTILITIES. PLEASE CONTACT THE APPROPRIATE AGENCIES.
 - SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
 - SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.
 - THIS PROPERTY IS SUBJECT TO ALL EASEMENTS OR RESTRICTIONS OF RECORD.
 - THIS IS A RESERVE OF PARCEL DESCRIBED IN DEED BOOK 3765, PAGE 1874.
 - THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF THE TWO REQUIRED HORIZONTAL STATE PLANE MONUMENTS.
 - 1/2" IRON PIPES SET AT ALL CORNERS UNLESS NOTED OTHERWISE.
 - ALL BEARINGS ARE BASED UPON MAGNETIC 1974.

NON-EXAMINATION CERTIFICATE
 I, THE SURVEYOR, HEREBY ACKNOWLEDGE THAT THE SURVEYED PARCEL AND OR TRACTS REMAIN UNDEVELOPED AND ARE NOT SUBJECT TO ANY PUBLIC WATER OR SEWER SERVICES. RECONSTRUCTION OF THIS PARCEL AND OR TRACTS FOR ANY PUBLIC WATER OR SEWER SERVICE BY ANY COUNTY OTHER THAN Horry County, South Carolina, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THIS CERTIFICATE IS BEING ISSUED BY ON-SITE PERSONAL OR PUBLIC WATER OR SEWER SYSTEMS UNLESS OTHERWISE STATED HEREON. THIS CERTIFICATE IS NOT VALID UNLESS IT IS RECORDED AND NOTED AS SUCH IN THE PUBLIC RECORDS OF Horry County, South Carolina, AND NOTED AS SUCH IN THE PUBLIC RECORDS OF Horry County, South Carolina.

PROPERTY OWNER _____
 DATE _____



- LEGEND
- PROPERTY CORNER
 - POWER POLE
 - FIRE HYDRANT
 - AIR CONDITIONING PAD
 - CATCH BASIN
 - TRANSFORMER
 - GAS MARKER
 - WATER METER
 - WATER VALVE
 - TELEPHONE PED.
 - UNDERGROUND CABLE MARKER
 - POWER BOX
 - CABLE BOX
 - SEWER CLEAN OUT
 - ELECTRICAL OUTLET
 - POWER METER
 - YARD INLET

CERTIFICATE OF OWNERSHIP AND DEDICATION
 The undersigned hereby acknowledge that I am (we are) the owner(s) of the property shown on this plat and that I (we) have no objection to the recording of this plat and that I (we) hereby dedicate all items as specifically shown or indicated on said plat.

Name(Print) _____ Signed _____ Date _____
 Name(Print) _____ Signed _____ Date _____

JOB No. 19-52
 DATE: 06/18/2019
 DRAWN BY: T.M.W.
 CHECKED BY: R.A.P.
 SCALE: 1" = 30'

PARCEL SPLIT SURVEY
 BOUNDARY
 PIN 351-06-02-0024
 PREPARED FOR:
 SANDRA JONES & LEE O. EDGE
 REVISION

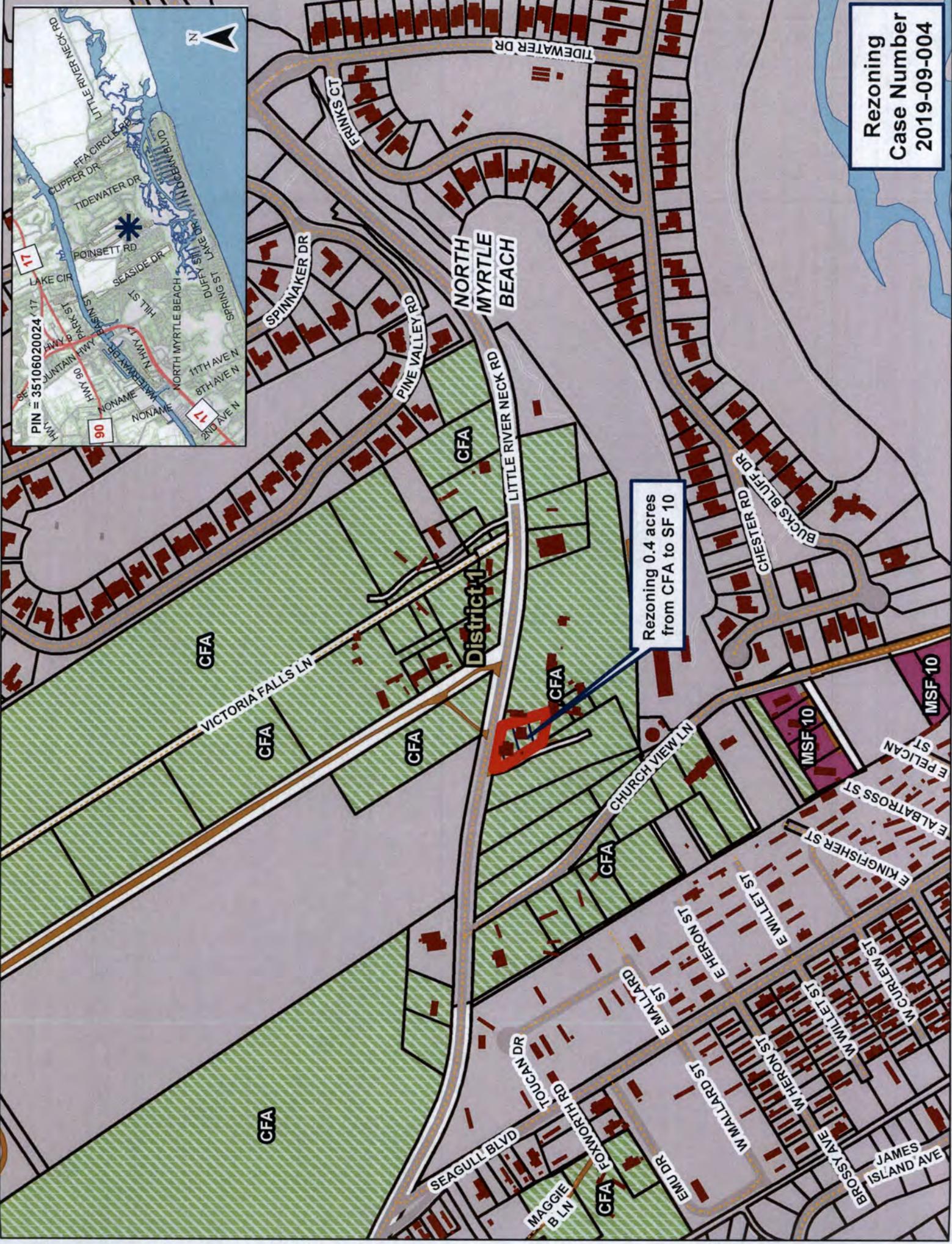


ATLANTIC SURVEYING
 1087 REDMI MIX ROAD, UNIT 1
 LITTLE RIVER, S.C. 29566
 PHONE: 843-399-4260
 19-52

I, hereby state that to the best of my professional knowledge, information, and belief, this survey complies with the requirements of the Minimum Standards Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class "B" survey as specified therein.

ROBERT A. PRAETZ, P.L.S. No. 17227

Rezoning
Case Number
2019-09-004



Rezoning 0.4 acres
from CFA to SF 10

District 11

NORTH MYRTLE BEACH

CFA

CFA

CFA

CFA

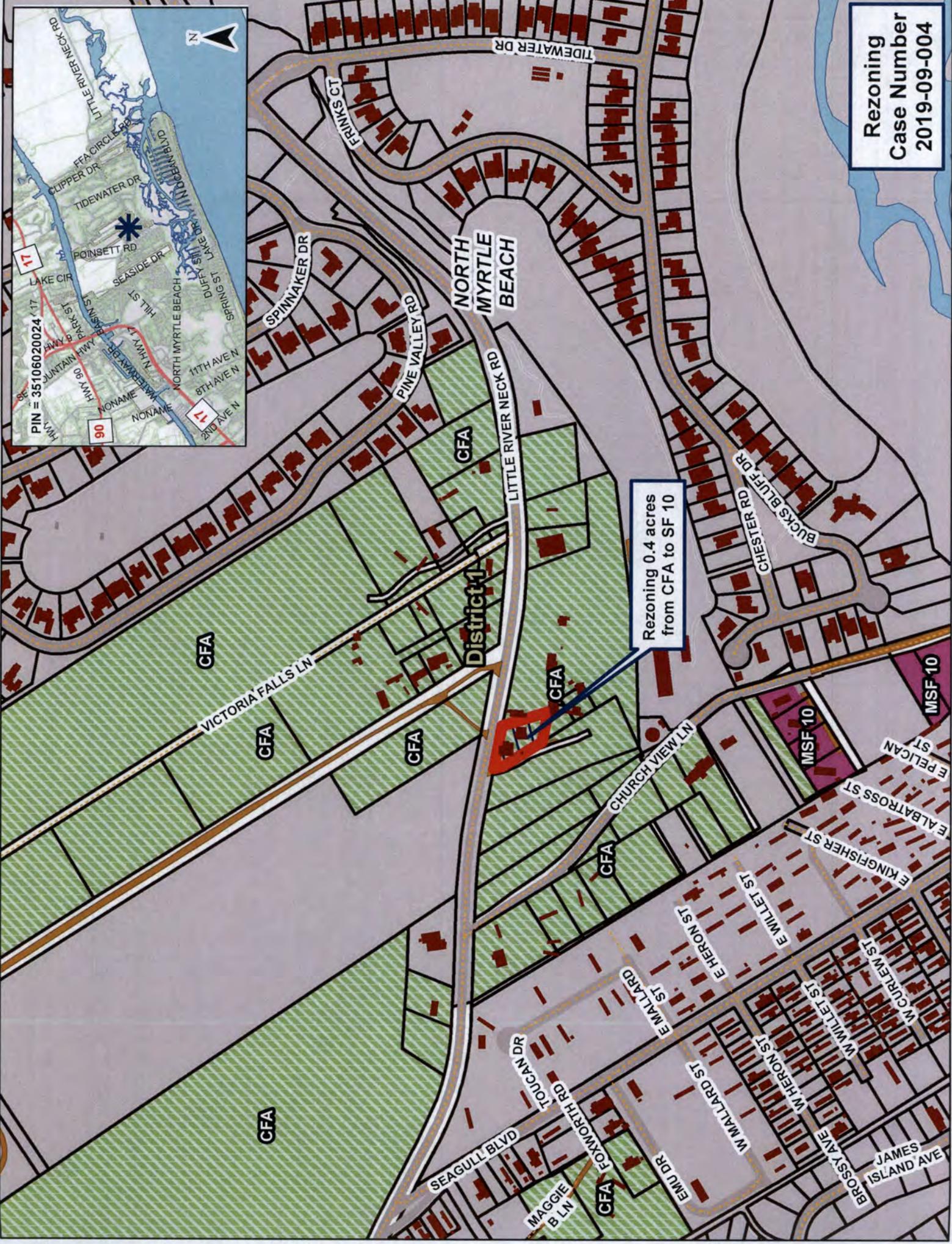
CFA

MSF 10

MSF 10

CFA

CFA



COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA) **ORDINANCE 99-19**

AN ORDINANCE TO AMEND THE ZONING ORDINANCE, APPENDIX B OF THE HORRY COUNTY CODE OF ORDINANCES; AND TO APPROVE THE REQUEST TO AMEND ORDINANCE # 137-05, THE PLANNED DEVELOPMENT DISTRICT (PDD) “WATERWAY PLANTATION MULTI-FAMILY” CONSTITUTING A TOTAL OF 111.97+/- ACRES IN HORRY COUNTY, SOUTH CAROLINA.

WHEREAS, ordinance Number 107-04 pertaining to Planned Development Districts (PDD), allows a variation of requirements contained in other zoning districts to accommodate flexibility in uses within the project; and

WHEREAS, the present zoning ordinance allows major changes to existing Planned Development Districts (PDD) by amendment; and

WHEREAS, County Council finds that the current Planned Development District (PDD) is not sufficient for the proposed development in Horry County; and,

WHEREAS, County Council finds that the request to amend the Waterway Plantation Multi-family PDD is in compliance with the Comprehensive Plan, is to the good of the public welfare and is a reasonable request; and,

WHEREAS, County Council finds that the request to amend the Waterway Plantation Multi-family PDD is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request; and

WHEREAS, no provision of this ordinance shall supercede the requirements of the Horry County Land Development Regulations; and

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

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

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

Section 721.8 – Approved PDDs and Summary of Uses

Addition of Attachment A titled “Waterway Plantation Multi-family PDD # _____,” and Exhibit A entitled “Conceptual Site Plan”

2) Amendment of Official Zoning Maps of Horry County:

Parcels of land identified by PINs 41900000333 & 41900000334 constituting 111.97 +/- acres currently zoned Planned Development District (PDD) is herewith amended and is restricted to the uses as found in Attachment A - "Waterway Plantation Multi-family PDD Amendment Ordinance #____," attached to this ordinance and incorporated herein by reference.

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

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

ADOPTED AND APPROVED by the governing body this ___ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
 Second Reading: November 5, 2019
 Third Reading:

ATTACHMENT A
Summary of Waterway Plantation Multi-family (PDD) Amendment
ORDINANCE # _____

HCPD Case # 2019.09.008
 PINs 41900000333 & 41900000334

1) Land Use

a) Proposed Uses, Acreages and Percentage Mixture in Project:

Proposed Use	# of units	Acreage	Density	Percentage of Project
Single Family - Detached	36	+/- 14.5 AC	+/-2.5U/A	12.95%
Conservation Park	0	+/-94.97 AC	0 U/A	84.81%
Sales/Rental Office and Recreation Retail Area	1	+/-2.5 AC	NA	2.23%

b) Proposed Dimensional Standards:

Proposed Use	Lot Area (sq.ft)	Minimum Lot Width	Setbacks (in feet)				Height * (ft)
			Front	Side	Rear	Corner Side	
Single Family - Detached	5,000 SF	40'	10'	5'	10'	10'	40'

- c) *Height to be measured from finished first floor elevation to the mean roof height.
- d) Accessory structures such as, but not limited to garages and storage buildings shall be allowed.
- e) Open space shall not be required for the development.

2) Park Space

- a) Park area is intended to be used as active open space.
- b) Any future structures will adhere from the following setbacks from the greater parcel boundary: Front: 10', Side: 5', Rear: 10', Corner Side: 10', 40' maximum height measured from finished floor to mean roof height

3) Roads

- a) Roads may include amenities such as entry gates, mail kiosk, parking, signage and other items intended for use by multiple residences.
- b) Roads may include vegetation, parking, and other items intended to beautify or serve the individual residences.
- c) Roads shall adhere to the following design standards:
 1. Minimum 20' travel way width.
 2. Minimum centerline radius of 42' for all emergency vehicle access routes.
 3. Be constructed of an all-weather surface which may include, but not limited to: asphalt, concrete, GABC, or other surface material capable of supporting traffic and emergency vehicle loads as approved by design engineer.
 4. May or may not include curb and gutter, or other form of roadside delineation/stormwater collection system.

5. May or may not include roadside swales as designated by the stormwater engineer to accommodate stormwater considerations, or as designated by the owner for aesthetic considerations.
 6. May or may not include roadside trees or other landscape considerations at the designation of the design engineer or owner.
 7. Shall have a minimum section of 24" compacted sub base, 8 inches of compacted base, 1.5" of Intermediate course asphalt, and 1.5" of surface course asphalt, or a pavement section as designated by the design engineer.
 8. Roads shall be designed to accommodate emergency vehicle access as well as meet the overall needs and aesthetic considerations of the project.
 9. Construction methods shall comply with SCDOT standards where applicable.
 10. Road right of way shall encompass travel way, roadside drainage, or any other items intended for the public good.
 - d) Roads may be either super elevated or have a central crown.
 - e) All roads may allow for encroachment of water, sewer, and other utilities
 - f) Typical road sections are attached in Appendix A. These diagrams are shown for informational purposes and may not reflect actual roadway design. Specifications set forth in this design manual shall govern road design.
 - g) Roads will remain private.
- 4) Landscape
- a) No supplemental plantings shall be required around the parcel perimeter

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	DRG, LLC (843) 839-3350 (Energov # 046828)	Rezoning Request #	2019-09-008
PIN #	41900000333, 41900000334	County Council District #	2 - Howard
Site Location	River Oaks Dr in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Tupelo Grove LLC & Cottonwood Cove LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	109.36

ZONING DISTRICTS

Current Zoning	PDD
Proposed Zoning	PDD
Proposed Use	Single-family residential

LOCATION INFORMATION

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

ADJACENT PROPERTIES

PDD	PDD	PDD
PUD	Subject Property	PDD
PUD	PUD	CFA

COMMENTS

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

Discussion: Request to amend the existing Waterway Plantation Multi-Family PDD (Ord. 126-03) for the development of 36 single-family units as allowed under the 2 current conservation agreements. The approved PDD proposed 1,387 units with a density of 5.9 units/acre and this amendment proposes a net density of 0.3 units/acre. Although the amendment does not propose a higher intensity of development, the major amendment process is required as the previous PDD did not establish setbacks for the single-family use proposed in this request.

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

Public Comment: 10/3/2019: Sean Hoelscher spoke in favor of the request. Rich Malzone and Brittany Howsare spoke in opposition of the request, their concerns were the existing conservation easement and privacy of the neighboring developments. Rob Wilfong was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 5160	Existing Road Conditions	County, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	288 / 288	Rd, Station, Traffic AADT (2018) % Road Capacity	River Oaks Dr, County Rd 11,500 AADT 65% - 70%
Proposed Improvements			

DIMENSIONAL STANDARDS

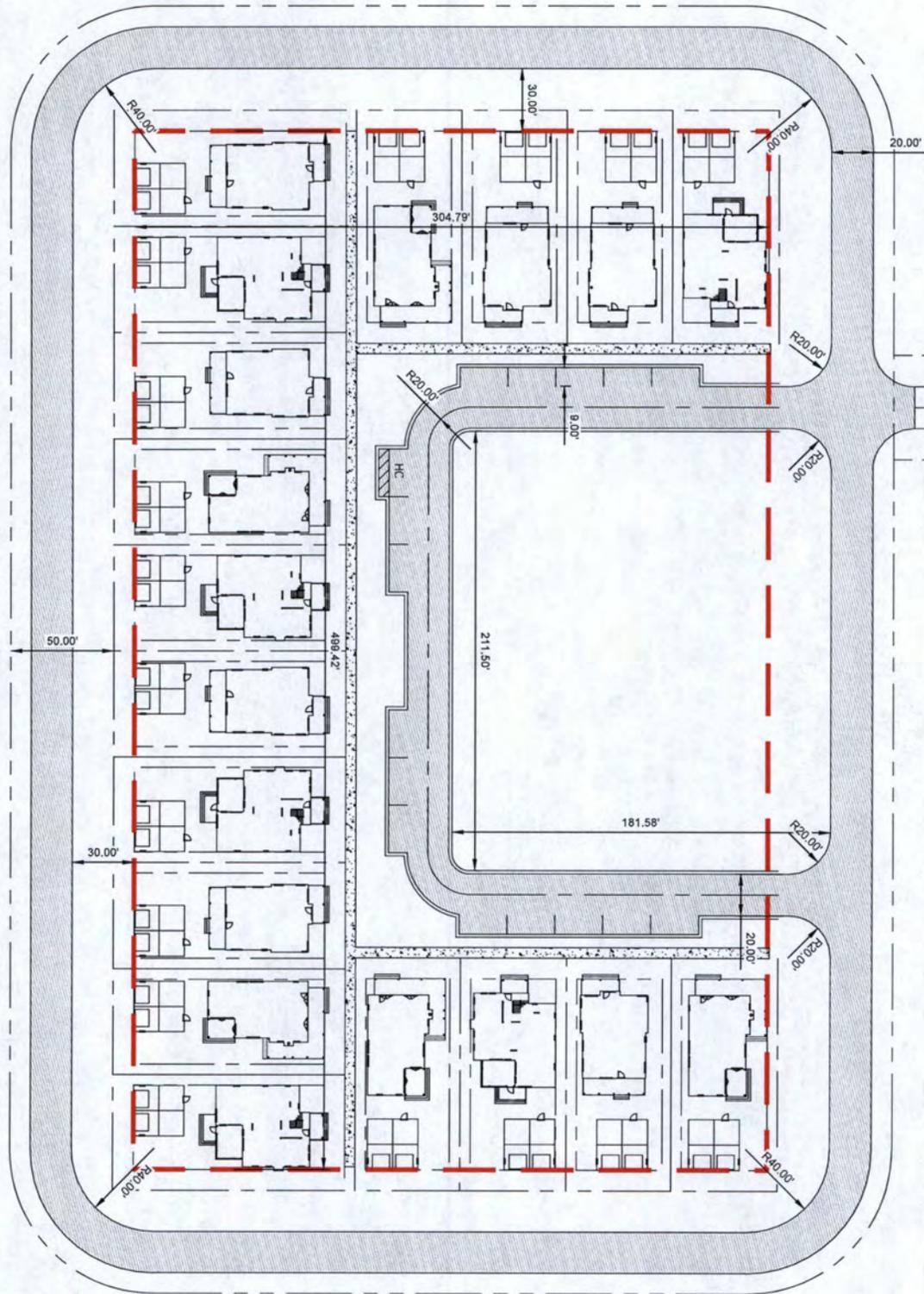
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PDD	PDD	PDD(Waterway Palms)	PUD(Carolina Waterway Pitt)	CFA (Com/Res)	
Min. Lot Size (in square feet)	5000	N/A	5200	9000	43560/21780	
Front Setback	10	N/A	10	25	60/25	
Side Setback	5	N/A	5	7.5	25/10	
Rear Setback	10	N/A	10	15	40/15	
Bldg. Height	35	N/A	45	35	35/35	

Date Advertised: 9/12/2019

Date Posted: 9/12/2019 # Property Owners Notified: 227

Date Notification Mailed: 9/12/2019

Report Date: 9/12/2019 BY:sm



EX 2

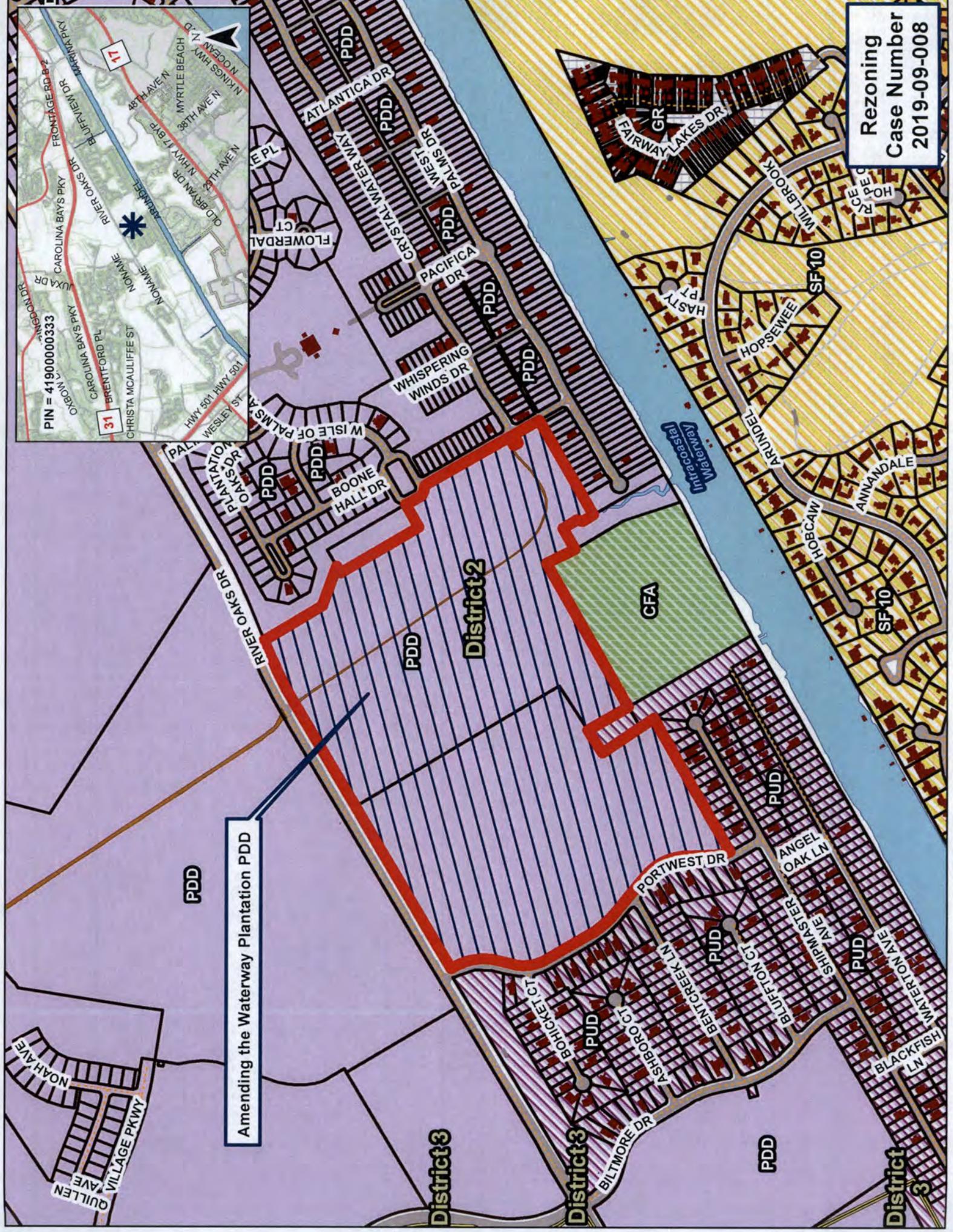
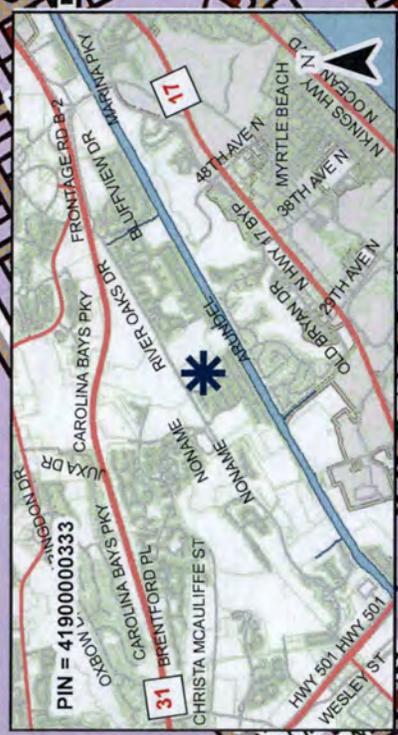
JOB NO: 19.107
 SCALE: 1:50_XREF
 DRAWN BY: BJW
 CHECKED BY: WAG
 DATE: 08/27/2019
 EXHIBIT NUMBER:

TYPICAL COTTAGE "POD"
 TUPELO / COTTONWOOD



DEVELOPMENT RESOURCE GROUP, LLC
 1101 JOHNSON AVENUE, SUITE 300A
 MYRTLE BEACH, SC 29577
 843-839-3350 | DRGPLLC.COM

Rezoning
Case Number
2019-09-008



Amending the Waterway Plantation PDD

District 3

District 3

District 3

Portwest Dr

Angel Oak Ln

Shipmaster Ave

Bluffton Ct

Bent Creek Ln

Asheboro Ct

Biltmore Dr

PDD

PUD

PUD

PUD

PUD

PUD

PUD

PDD

District 2

PDD

PDD

PDD

PDD

PDD

PDD

CFA

SF10

SF10

SF10

SF10

GR

GR

Quillen Ave
Village Pkwy
Noah Ave

PDD

PDD

PDD

PDD

PDD

PDD

PDD

River Oaks Dr

Plantation Oaks Dr

Boone Hall Dr

Whispering Winds Dr

Pacific Dr

Crystal Water Way

Atlantica Dr

Palms Dr

Wesley St

Hwy 501 Hwy 501

Wesley St

COUNTY OF HORRY

)

Ordinance 100-19

STATE OF SOUTH CAROLINA

)

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 42800000004 & 42800000001 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO MULTI-RESIDENTIAL THREE (MRD3)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Multi-Residential Three (MRD3) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 42800000004 & 42800000001 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Multi-Residential Three (MRD3).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION			
Applicant	DDC Engineers Inc (843) 692-3200 (Energov # 046781)	Rezoning Request #	2019-09-006
PIN #	42800000004 & 42800000001	County Council District #	6 - Crawford
Site Location	Hwy 31 & Hwy 544 in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Rebecca M Collins & Robert C Collins	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	266.57

ZONING DISTRICTS		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	CFA	Flood and Wetland Information	X	CFA	SF10	PUD
Proposed Zoning	MRD3	Public Health & Safety (EMS/fire) in miles	3.25 (Fire/Medic)	Department of Transportation	Subject Property	SF7
Proposed Use	Residential Subdivision	Utilities	Public	MSF20	PUD	SF6
		Character of the Area	Residential & Commercial			

COMMENTS	
Comprehensive Plan District: Urban Communities	Overlay/Area Plan: None

Discussion: The applicant is requesting to rezone for a residential development adjacent to existing residential subdivision communities and several PUD zoned properties. MRD3 (Multi-Residential Three) allows for mixed residential development in urban areas and this request proposes 654 single-family lots and 204 multi-family units for a proposed total of **858 units**, at a gross density of **3.21 units/acre**. Three sustainable development standards are proposed: site design of active open space (sidewalks), increased recreation space, and community gardens. Three points of access are proposed, one direct access to Sun Light Drive, one connection through an adjacent PUD (Weatherly) to Forestbrook Road and a nother through the Hunter's Ridge subdivision.

RIDE 3 Project ;The widening of Forestbrook Road, between U.S. Hwy 501 and Dick Pond Road will feature 5-lanes including a center turn-lane and the installation of bike/pedestrian facilities such as sidewalks and wider travel lanes.

There are 732 units left to be developed within the existing Weatherly PUD

The subject parcels are designated as **Suburban** in the **IMAGINE 2040** comprehensive plan.

Public Comment:10/3/2019: Allison Hardin and Helen & Randy Smith spoke in favor of the request. Sara Conrad, Joe McVay, Tiffany Krawcyk, and Patrick Saunders spoke in opposition of the request. Their concerns were traffic, flooding, drainage, stormwater, safety, wildlife, taxes on roads, and density. Mike Wooten was present to address questions and concerns.

TRANSPORTATION INFORMATION			
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 4000	Existing Road Conditions	County, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	6700 / 6700	Rd, Station, Traffic AADT (2018) % Road Capacity	SC 544, Station 239 34,100 AADT 95% - 100%
Proposed Improvements			

DIMENSIONAL STANDARDS						
	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MRD3	CFA (Com/Res)	CFA (Com/Res)	PUD	SF10	SF6 & SF7
Min. Lot Size (in square feet)	5000	43560/21780	43560/21780	5000	10000	6000/7000
Front Setback	15	60/25	60/25	10	25	20/25
Side Setback	5	25/10	25/10	3 & 7	10	10/10
Rear Setback	10	40/15	40/15	10	15	15/15
Bldg. Height	40	35/35	35/35	35	35	35/35

Date Advertised: 9/12/2019 Date Posted: 9/12/2019 # Property Owners Notified: 201 Date Notification Mailed: 9/12/2019 Report Date: 9/12/2019 BY: sm



NO.	DATE	REVISION / DESCRIPTION
1	08/11/2023	ISSUED FOR PUBLIC REVIEW
2	08/11/2023	REVISED TO REFLECT COMMENTS
3	08/11/2023	REVISED TO REFLECT COMMENTS
4	08/11/2023	REVISED TO REFLECT COMMENTS
5	08/11/2023	REVISED TO REFLECT COMMENTS
6	08/11/2023	REVISED TO REFLECT COMMENTS
7	08/11/2023	REVISED TO REFLECT COMMENTS
8	08/11/2023	REVISED TO REFLECT COMMENTS
9	08/11/2023	REVISED TO REFLECT COMMENTS
10	08/11/2023	REVISED TO REFLECT COMMENTS
11	08/11/2023	REVISED TO REFLECT COMMENTS
12	08/11/2023	REVISED TO REFLECT COMMENTS
13	08/11/2023	REVISED TO REFLECT COMMENTS
14	08/11/2023	REVISED TO REFLECT COMMENTS
15	08/11/2023	REVISED TO REFLECT COMMENTS
16	08/11/2023	REVISED TO REFLECT COMMENTS
17	08/11/2023	REVISED TO REFLECT COMMENTS
18	08/11/2023	REVISED TO REFLECT COMMENTS
19	08/11/2023	REVISED TO REFLECT COMMENTS
20	08/11/2023	REVISED TO REFLECT COMMENTS

PREPARED FOR: R. COLLINS
 COLLINS TRACT
 HORRY COUNTY, SOUTH CAROLINA

SCALE: 1" = 100'
 DATE: 08/11/2023
 DRAWN BY: JCM
 CHECKED BY: JCM
 PROJECT NO.: 23-001
 SHEET NO.: 1
 OF 1

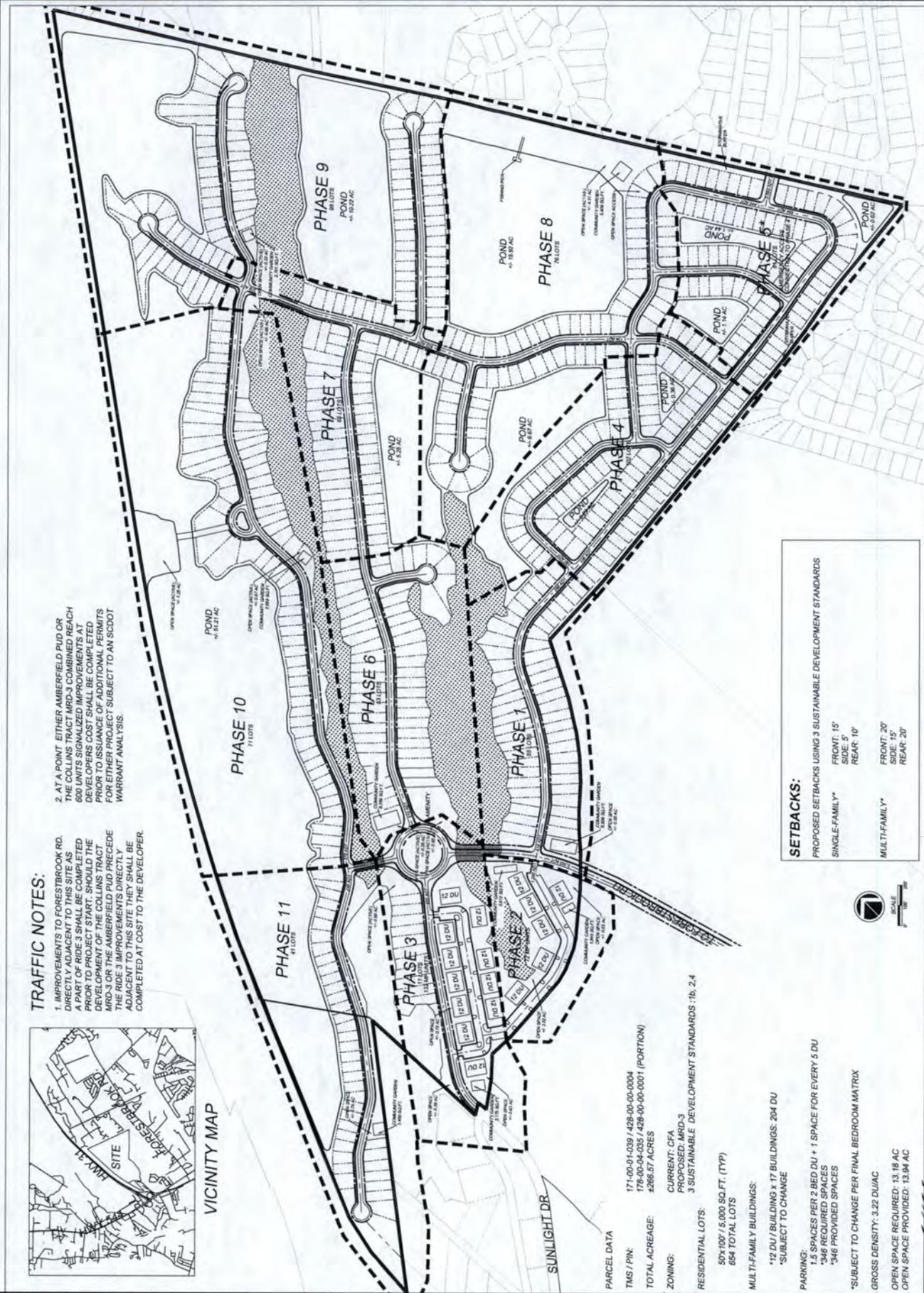
CONCEPTUAL PLAN

TRAFFIC NOTES:

- IMPROVEMENTS TO FORESTBROOK RD. DIRECTLY ADJACENT TO THIS SITE AS SHOWN ON RIDE 3 SHALL BE COMPLETED PRIOR TO THE START OF THE DEVELOPMENT OF THE COLLINS TRACT. MRD-3 OR THE AMBERFIELD PUD PRECEDE THE RIDE 3 IMPROVEMENTS DIRECTLY ADJACENT TO THIS SITE. THEY SHALL BE COMPLETED AT COST TO THE DEVELOPER.
- AT A POINT EITHER AMBERFIELD PUD OR THE COLLINS TRACT MRD-3 COMBINED REACH 600 UNITS SIGNALIZED IMPROVEMENTS AT FORESTBROOK RD. SHALL BE COMPLETED PRIOR TO ISSUANCE OF A DEVELOPMENT WARRANT ANALYSIS.



VICINITY MAP



SETBACKS:
 PROPOSED SETBACKS USING 3 SUSTAINABLE DEVELOPMENT STANDARDS

SETBACK TYPE	FRONT: 15'	SIDE: 5'	REAR: 10'
SINGLE-FAMILY*	FRONT: 15'	SIDE: 5'	REAR: 10'
MULTI-FAMILY*	FRONT: 20'	SIDE: 5'	REAR: 20'

PARCEL DATA
 TMS / PIN: 171-00-01-038 / 428-00-00-004
 178-00-04-035 / 428-00-00-001 (PORTION)
 TOTAL ACREAGE: ±266.57 ACRES
 ZONING: CURRENT: CFA
 PROPOSED: MRD-3
 3 SUSTAINABLE DEVELOPMENT STANDARDS: 1b, 2, 4

RESIDENTIAL LOTS:
 50' x 100' / 5,000 SQ. FT. (TYP)
 654 TOTAL LOTS

MULTI-FAMILY BUILDINGS:
 *12 DU / BUILDING x 17 BUILDINGS: 204 DU
 *SUBJECT TO CHANGE

PARKING:
 3 SPACES PER 2 BED DU + 1 SPACE FOR EVERY 5 DU
 1348 REQUIRED SPACES
 1348 PROVIDED SPACES
 *SUBJECT TO CHANGE PER FINAL BEDROOM MATRIX

GROSS DENSITY: 3.22 DU/AC
 OPEN SPACE REQUIRED: 13.16 AC
 OPEN SPACE PROVIDED: 13.94 AC

SUNLIGHT DR



COUNTY OF HORRY)

ORDINANCE 101-19

STATE OF SOUTH CAROLINA)

AN ORDINANCE TO AMEND APPENDIX B, ZONING ORDINANCE OF THE HORRY COUNTY CODE OF ORDINANCES AND TO APPROVE THE REQUEST TO AMEND THE PUD FOR WEATHERLY AKA AMBERFIELD IN HORRY COUNTY, SOUTH CAROLINA, PIN 4280000021 CONSTITUTING A TOTAL OF 212.50 ACRES CURRENTLY ZONED PLANNED UNIT DEVELOPMENT (PUD).

WHEREAS, ordinance Number 98-97 was approved on September 2, 1997 which created Weatherly (PUD); and,

WHEREAS, a request has been filed to amend a portion of the existing Planned Unit Development for the parcel of land identified as PIN# 4280000021; and,

WHEREAS, County Council finds that the request to amend the Planned Unit Development (PUD) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request; and,

WHEREAS, no provision of this ordinance shall supercede the requirements of the Horry County Land Development Regulations; and,

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

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

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

Approved PUDs and Summary of Uses

Addition of Attachment A titled "Weatherly PUD Master Plan" Ordinance # _____."

- 2) **Amendment of Official Zoning Maps of Horry County:**

Parcel of land identified by PIN# 4280000021 and 212.50+/- acres currently zoned Planned Unit Development (PUD) is amended and the use as found in Attachment A, "Weatherly PUD Master Plan" Ordinance # _____," attached to this ordinance and incorporated herein by reference.

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

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

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:

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Patricia S. Hartley, Clerk to Council

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	DDC Engineers Inc (843) 692-3200 (Energov # 046780)	Rezoning Request #	2019-09-005
PIN #	42800000021	County Council District #	6 - Crawford
Site Location	Hwy 31 & Hwy 544 in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Rebecca M Collins	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	212.50

ZONING DISTRICTS

Current Zoning	PUD
Proposed Zoning	PUD
Proposed Use	Landuse change for Right-of-way

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2 (Fire/Medic)
Utilities	Public
Character of the Area	Residential & Commercial

ADJACENT PROPERTIES

MSF20	MSF20	PUD
Dept. of Transportation	Subject Property	PUD
HC	CFA	PUD

COMMENTS

Comprehensive Plan District: Urban Corridor & Urban Community **Overlay/Area Plan:** Hwy 544 Overlay

Discussion: The applicant is requesting to amend the existing Weatherly PUD to allow the relocation of the internal right-of-way to accommodate the development of the adjacent parcel. Rezoning request 2019-09-006 is located proposes 682 single-family lots and 204 multi-family units for a proposed total of **886 units**, at a gross density of **3.36 units/acre**. The majority of the project's traffic will utilize the proposed right-of-way in the existing Weatherly PUD.
 The widening of Forestbrook Road, between U.S. Hwy 501 and Dick Pond Road is a RIDE 3 Project and will feature 5-lanes including a center turn-lane and the installation of bike/pedestrian facilities such as sidewalks and wider travel lanes.
 There are 732 units left to be developed within the existing Amberfield PUD
 The parcel is designated as **Suburban** in the **IMAGINE 2040** comprehensive plan.

Public Comment:10/3/2019: Allison Hardin and Helen & Randy Smith spoke in favor of the request. Sara Conrad, Joe McVay, Tiffany Krawcyk, and Patrick Saunders spoke in opposition of the request. Their concerns were traffic, flooding, drainage, stormwater, safety, wildlife, taxes on roads, and density. Mike Wooten was present to address questions and concerns.

TRANSPORTATION INFORMATION

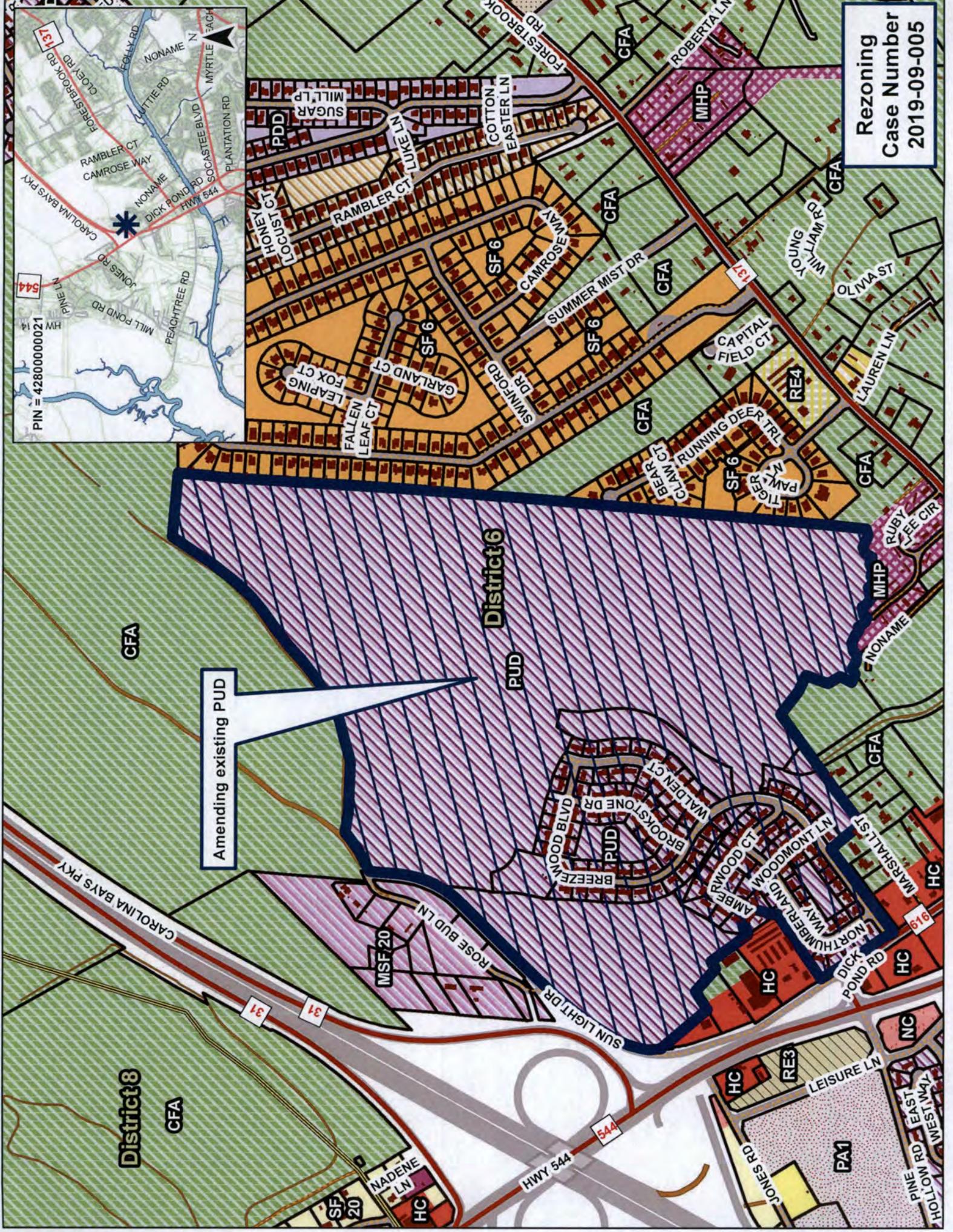
Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 3000	Existing Road Conditions	County, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	3000 / 3000	Rd, Station, Traffic AADT (2018) % Road Capacity	SC 544, Station 239 34,100 AADT 95% - 100%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PUD	PUD (Weatherly)	PUD (Weatherly)	MSF20	CFA (Com/Res)	HC
Min. Lot Size (in square feet)	NA	5000	5000	20,000	43560/21780	10000
Front Setback	NA	10	10	40	60/25	50
Side Setback	NA	3 & 7	3 & 7	15	25/10	10
Rear Setback	NA	10	10	25	40/15	15
Bldg. Height	NA	35	35	35	35/35	120

Date Advertised: 9/12/2019 Date Posted: 9/12/2019 # Property Owners Notified: 96 Date Notification Mailed: 9/12/2019 Report Date: 9/12/2019 BY: sm

Rezoning
Case Number
2019-09-005



Amending existing PUD

District 6

District 8

HWY 544

516

PIN = 4280000021

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 102-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 42913030003 FROM RESIDENTIAL (SF20) TO RESIDENTIAL (SF14.5)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Residential (SF20) to Residential (SF14.5) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 42913030003 and currently zoned Residential (SF20) is herewith rezoned to Residential (SF14.5).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
 Second Reading: November 5, 2019
 Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	ROWE Professional Services Co (843) 458-4404 (Energov # 046675)	Rezoning Request #	2019-09-003
PIN #	42913030003	County Council District #	6 - Crawford
Site Location	Monroe Cir in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Omero Loredo Ibanez	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.8

ZONING DISTRICTS

Current Zoning	SF20
Proposed Zoning	SF14.5
Proposed Use	Single Family Detached

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2.54 (Fire/Medic)
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

SF20	SF20	SF20
SF20	Subject Property	DOT
SF20	SF20	SF20

COMMENTS

Comprehensive Plan District: Urban Communities	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone the parcel to subdivide for two single family lots. Property is proposed to be split perpendicular to Monroe Circle, a 50' Public ROW. The property contains a public road easement for Appaloosa Drive and a 10' reserved canal (DB 556-592). The subject parcel is located in a residential neighborhood off Hwy 544 and is adjacent to SCDOT ROW for Carolina Bays Parkway. Residential subdivisions zoned as SF10 and MSF10 are located in the area along with an undeveloped PDD, "Smith Wood Farms" approved with a minimum lot size of 8,000 sqft.

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

Public Comment: 10/3/2019: There was no public input. Ryan Harvey was present to address questions and concerns

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 8	Existing Road Conditions	County, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	16 / 16	Rd, Station, Traffic AADT (2018) % Road Capacity	SC 544, Station 244 31,600 AADT 90% -95%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF14.5	SF20	SF20			
Min. Lot Size (in square feet)	14,500	20,000	20,000			
Front Setback	25	40	40			
Side Setback	10	15	15			
Rear Setback	15	25	25			
Bldg. Height	35	35	35			

Date Advertised: 9/12/2019 Date Posted: 9/12/2019 # Property Owners Notified: 19 Date Notification Mailed: 9/12/2019 Report Date: 9/12/2019 BY: sm

NOTES:

- 1) HORRY COUNTY PIN 42913030003
- 2) OWNER OF RECORD: OMERLO LOREDO
8465 HWY 814
MYRTLE BEACH, SC 29588
- 3) THIS AREA IS LOCATED IN FLOOD ZONE "X" AS SHOWN ON PANEL NO. 4505100660 H DATED AUGUST 23, 1999. NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP.
- 4) ALL BEARINGS ARE BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD 83. ALL DISTANCES SHOWN ARE HORIZONTAL DISTANCES NOT GRID DISTANCES.
- 5) NO TITLE SEARCH PERFORMED BY THIS OFFICE.
- 6) THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- 7) LAST DEED OF TRANSFER RECORDED IN DEED BOOK 4208 PAGE 743 IN THE HORRY COUNTY R.O.D.
- 8) ALL ON-SITE IMPROVEMENTS ARE AS SHOWN ON THE FACE OF THE PLAT.
- 9) THIS IS NOT A TRUE OR VALID COPY OF THIS DOCUMENT UNLESS BEARING AN ORIGINAL SIGNATURE AND A RAISED SEAL OF THE SURVEYOR. ANY DUPLICATION OF THIS PLAT WITHOUT THE WRITTEN CONSENT OF ROWE PROFESSIONAL SERVICES COMPANY IS A VIOLATION OF COPYRIGHT LAWS AND IS STRICTLY PROHIBITED.

CERTIFICATE OF NON-EVALUATION FOR WATER AND SEWER AVAILABILITY

The property owner of record hereby certifies that the surveyed parcel(s) and/or tract remainder has not been reviewed to determine the availability of on-site waste disposal systems or sewer service. The undersigned hereby certifies that this plat should not be an option or reservation for a public water or sewer system. The lots or other land divisions shown herein are capable of being serviced by on-site waste disposal or public water/sewer systems.

DATE _____ OWNER / REPRESENTATIVE _____

PLAT REFERENCE:

- 1) PLAT BOOK 102 PAGE 115.
- 2) PLAT BOOK 287 PAGE 163.

SURVEYORS CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, EFFECTIVE JUNE 26, 2009 AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.



AARON F. LEACH, PLS # NO. 20191

DATE _____

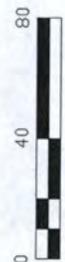
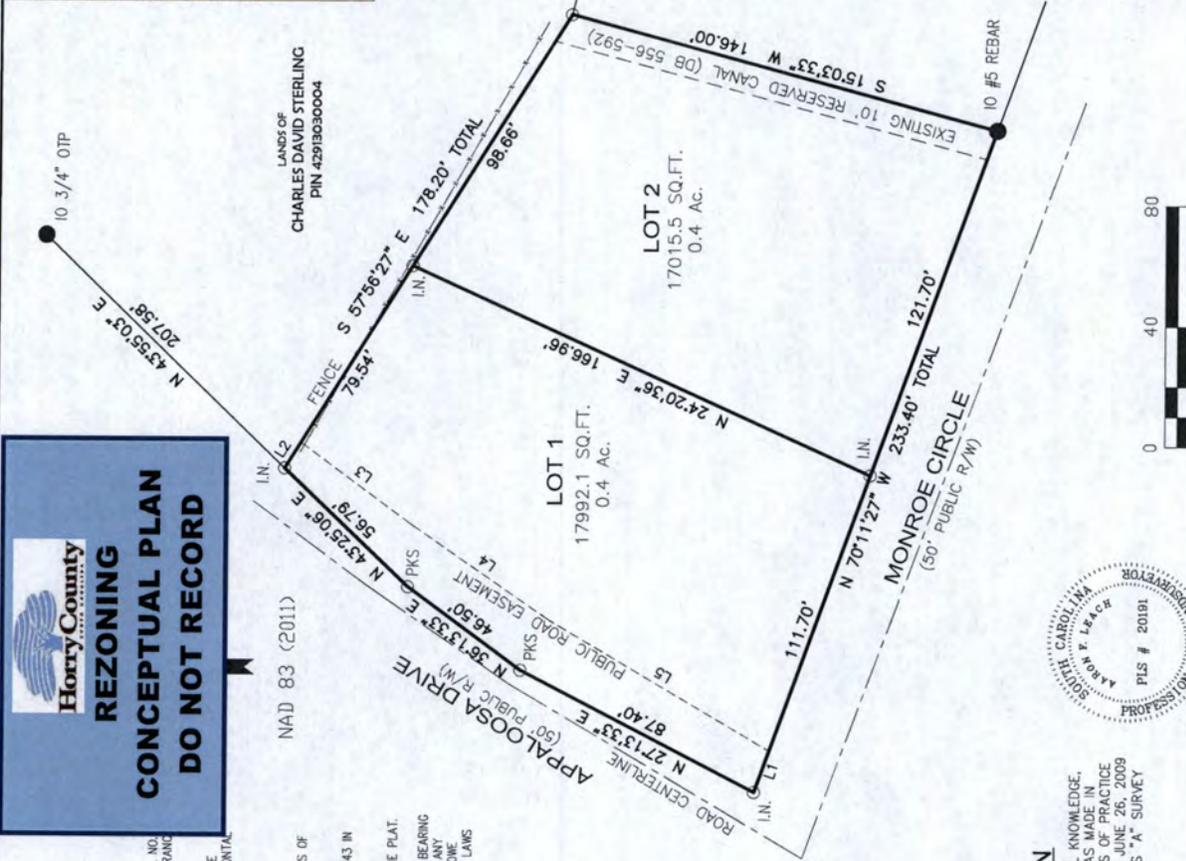
Horry County
REZONING
CONCEPTUAL PLAN
DO NOT RECORD



VICINITY MAP
NOT TO SCALE

CURRENT ZONING:
SF - 20

LINE	BEARING	DISTANCE
L1	N 70°11'27" W	14.57'
L2	S 57°56'27" E	10.12'
L3	S 36°09'59" W	45.70'
L4	S 34°20'34" W	55.92'
L5	S 30°25'17" W	84.64'



CERTIFICATE OF OWNERSHIP

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAT WITH MY(OUR) FREE CONSENT AND THAT I (WE) HEREBY DEDICATE ALL ITEMS AS SPECIFICALLY SHOWN OR INDICATED ON SAID PLAT.

DATE _____ OWNER / REPRESENTATIVE _____

ROWE PROFESSIONAL SERVICES COMPANY
Engineering • Surveying • Aerial Photography / Mapping
Landscape Architecture • Planning
511 Broadway Street, Myrtle Beach, SC 29577
Tel: 843.444.1020 Fax: 843.448.3936
www.roweps.com

MINOR SUBDIVISION PLAT OF
PIN 42913030003
FOR OMERLO LOREDO
TOWN OF SOCASTEE SOUTH CAROLINA

DATE: 06/23/2011
TIME: 10:47:47 AM
JOB NO: 110777
JOB DATE: 07/17/10



SHEET NO. 1

UCS No. 1750019
DWG # C-0108

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 103-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 32504010017 FROM RESIDENTIAL (SF20) TO OFFICE PROFESSIONAL (PR1)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Residential (SF20) to Office Professional (PR1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 32504010017 and currently zoned Residential (SF20) is herewith rezoned to Office Professional (PR1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Venture Engineering Inc (843) 347-5851 (Energov # 046782)	Rezoning Request #	2019-09-007
PIN #	32504010017	County Council District #	7 - Bellamy
Site Location	Hwy 319 in Conway	Staff Recommendation	Approval
Property Owner Contact	Pamela Dawn Squires	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	.65

ZONING DISTRICTS

Current Zoning	SF20
Proposed Zoning	PR1
Proposed Use	Child Development Center

LOCATION INFORMATION

Flood and Wetland Information	X	SF20	SF20	CFA
Public Health & Safety (EMS/fire) in miles	1.88 (Fire/Medic)	SF20	Subject Property	CFA
Utilities	Public	SF20	SF20	SF20
Character of the Area	Residential & Commercial			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Urban Corridor	Overlay/Area Plan: None
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Discussion: The applicant requests to rezone a residential property to allow for a Child Development Center (Daycare). An adjacent residential property is the location of the Homewood Baptist Church. This parcel is located within the boundary of the 319 Area Plan. A variety of residential and commercial zoning districts are present within close proximity. Across Highway 319 from the subject property, several parcels are zoned Office/Professional/Institutional (OPI); a similar and presently retired zoning district. The Office-Professional (PR1) zoning district is intended to provide opportunities to locate and develop administrative and professional offices and educational institutions in locations served by primary access. The subject property has direct access to Highway 319 with a horseshoe driveway serving the existing structure.

The parcel is designated Rural and Economic Activity Center in the IMAGINE 2040 comprehensive plan.

Public Comment: 10/3/2019: Tanna Jamison and Grace Gifford expressed concerns of decreased property values, traffic, and parking. Steve Powell was present to address questions and concerns

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	8 / 8	Existing Road Conditions	State, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	80 / 150	Rd, Station, Traffic AADT (2018) % Road Capacity	SC 319 *5,000 AADT 30% - 35%
Proposed Improvements			

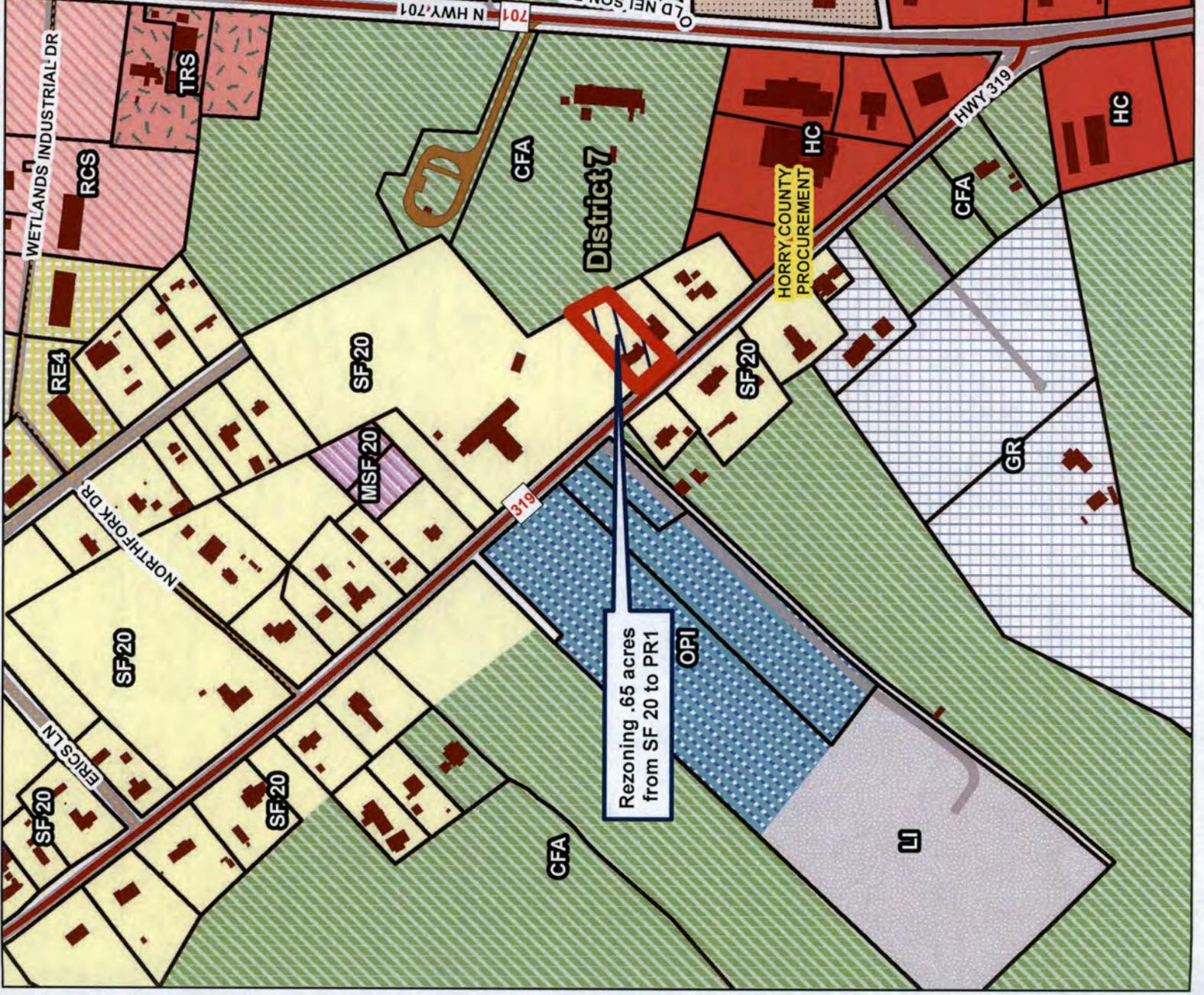
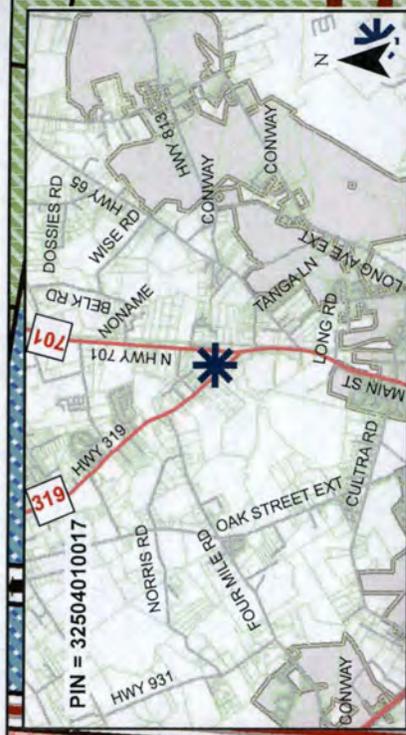
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PR1	SF20	SF20	CFA (Com/Res)		
Min. Lot Size (in square feet)	10000	20000	20000	43560/21780		
Front Setback	25	40	40	60/25		
Side Setback	10	15	15	25/10		
Rear Setback	15	25	25	40/15		
Bldg. Height	36	35	35	35/35		

*NOTE: AADT estimated from peak hour counts at SC 319 intersection from US 701 widening study – Ride 3)

Date Advertised: 9/12/2019 Date Posted: 9/12/2019 # Property Owners Notified: 13 Date Notification Mailed: 9/12/2019 Report Date: 9/12/2019 BY:sm

Rezoning
Case Number
2019-09-007



Rezoning .65 acres
from SF 20 to PR1

District 7

Horry County
Procurement

COUNTY OF HORRY

)
)
)

Ordinance 104-19

STATE OF SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 37800000025, 37800000026 (PORTION) and 37809020012 FROM FOREST AGRICULTURE (FA) TO MULTI-RESIDENTIAL ONE (MRD1)

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

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

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

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

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 37800000025, 37800000026 (Portion) and 37809020012 and currently zoned Forest Agriculture (FA) is herewith rezoned to Multi-Residential One (MRD1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	ROWE Professional Services Co (843) 444-1020 (Energov # 046638)	Rezoning Request #	2019-09-002
PIN #	37800000025, 37800000026 (Portion), 37809020012	County Council District #	11 – Allen
Site Location	Cates Bay Hwy & Browns Way Shortcut Rd in Conway	Staff Recommendation	Approval
Property Owner Contact	Vivian C Brown & Charles A Brown	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	21.22

ZONING DISTRICTS

Current Zoning	FA
Proposed Zoning	MRD1
Proposed Use	Residential Subdivision

LOCATION INFORMATION

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

ADJACENT PROPERTIES

FA	FA	SF40
FA	Subject Property	FA
FA	FA	FA

COMMENTS

Comprehensive Plan District: Rural Area	Overlay/Area Plan: None
<p>Discussion: The applicant is requesting to amend the existing MRD1 (Ord. 101-18 Cates Bay D&L) by adding a 0.52 acre parcel to Phase 1 & 3 and a 20.70 acre portion of a parcel to create Phase 2 of the proposed Harvest Ridge Subdivision. As proposed the MRD will consist of 212 units on 77.23 acres with a gross density of 2.74 units/acre and a net density of 3.0 units/acre. The project will incorporate three sustainable development criteria; sidewalks, community gardens, and increased active open space.</p> <p>Phase 1 of the subdivision will include one point of access onto Cates Bay Hwy and Phase 2 will include a second point of access to Browns Way Shortcut Rd.</p> <p>The original rezoning request included a total of 152 lots.</p> <p>The subject parcels are designated as Rural and Scenic & Conservation in the IMAGINE 2040 comprehensive plan.</p> <p>Public Comment: 10/3/2019: There was no public input. Ryan Harvey was present to address questions and concerns</p>	

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 300	Existing Road Conditions	State, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	1700 / 1700	Rd, Station, Traffic AADT (2018) % Road Capacity	S-135, Station 487 1,750 AADT 15% - 20%
Proposed Improvements	Turn Lanes		

DIMENSIONAL STANDARDS

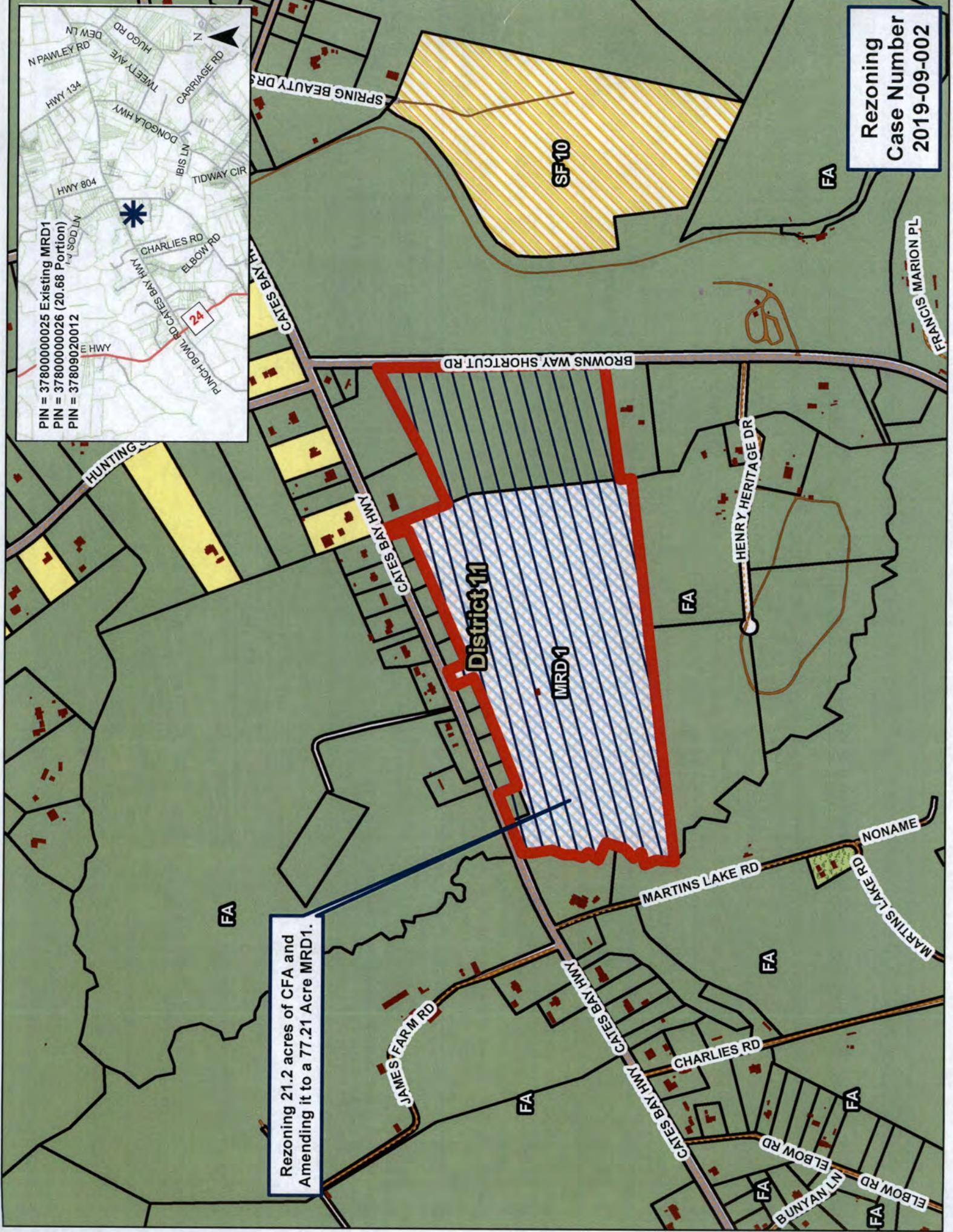
	Requested	Current	Current	Adjacent	Adjacent	Adjacent
	MRD1	FA (Com/Res)	MRD1	FA (Com/Res)	SF40	
Min. Lot Size (in square feet)	7,000	43560/21780	7,000	43560/21780	40000	
Front Setback	15	60/25	15	60/25	50	
Side Setback	5	25/10	5	25/10	20	
Rear Setback	10	40/15	10	40/15	30	
Bldg. Height	40	35/35	40	35/35	35	

Date Advertised: 9/12/2019 Date Posted: 9/12/2019 # Property Owners Notified: 30 Date Notification Mailed: 9/12/2019 Report Date: 9/12/2019 BY: sm

Rezoning
Case Number
2019-09-002

Rezoning 21.2 acres of CFA and
Amending it to a 77.21 Acre MRD1.

PIN = 3780000025 Existing MRD1
PIN = 3780000026 (20.68 Portion)
PIN = 37809020012



COUNTY OF HORRY

)
)
)

Ordinance 84-19

STATE OF SOUTH CAROLINA

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 44008030023 FROM RESIDENTIAL (SF40) TO BOATING/MARINE COMMERCIAL (BO1)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Residential (SF40) to Boating/Marine Commercial (BO1) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 44008030023 and currently zoned Residential (SF40) is herewith rezoned to Boating/Marine Commercial (BO1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 5, 2019

Second Reading:

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Pamela Timms (843) 333-0563 (Energov # 046486)	Rezoning Request #	Ord 84-19 2019-08-004
PIN #	44008030023	County Council District #	6 - Crawford
Site Location	Intersection of Hwy 544 & Peachtree Rd in Myrtle Beach	Staff Recommendation	Disapproval
Property Owner Contact	Pamela Timms	PC Recommendation	Disapproval 7:3
		Size (in acres) of Request	1

ZONING DISTRICTS

Current Zoning	SF40
Proposed Zoning	BO1
Proposed Use	Boat Storage

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	1 (Fire/Medic)
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

SF40	SF40	HC
SF40	Subject Property	NC
SF40	PDD	PDD

COMMENTS

Comprehensive Plan District: Urban Corridors	Overlay/Area Plan: West Hwy 544 Overlay
---	--

Discussion: The applicant is requesting to rezone to allow for boat storage. This parcel is located directly across from the Peachtree Road entrance to the Harbor Oaks Marina. A portion of the lot is shown as within the WEST HWY 544 OVERLAY near the Highway Commercial and Neighborhood Commercial zones on HWY 544 between Carolina Bays Parkway/HWY 31 and the Intercoastal Waterway. This parcel is designated as **Suburban** in the **IMAGINE 2040** comprehensive plan.

9/17/16 County Council remanded to Planning Commission for reconsideration.

Public Comment: 10/3/2019: Steven Vasalka, Meg Perrino, Brett Westover and Henry Miller spoke in opposition of the request. Their concerns were home values, traffic, quality of life, safety, and do not want commercial property in residential area.

TRANSPORTATION INFORMATION

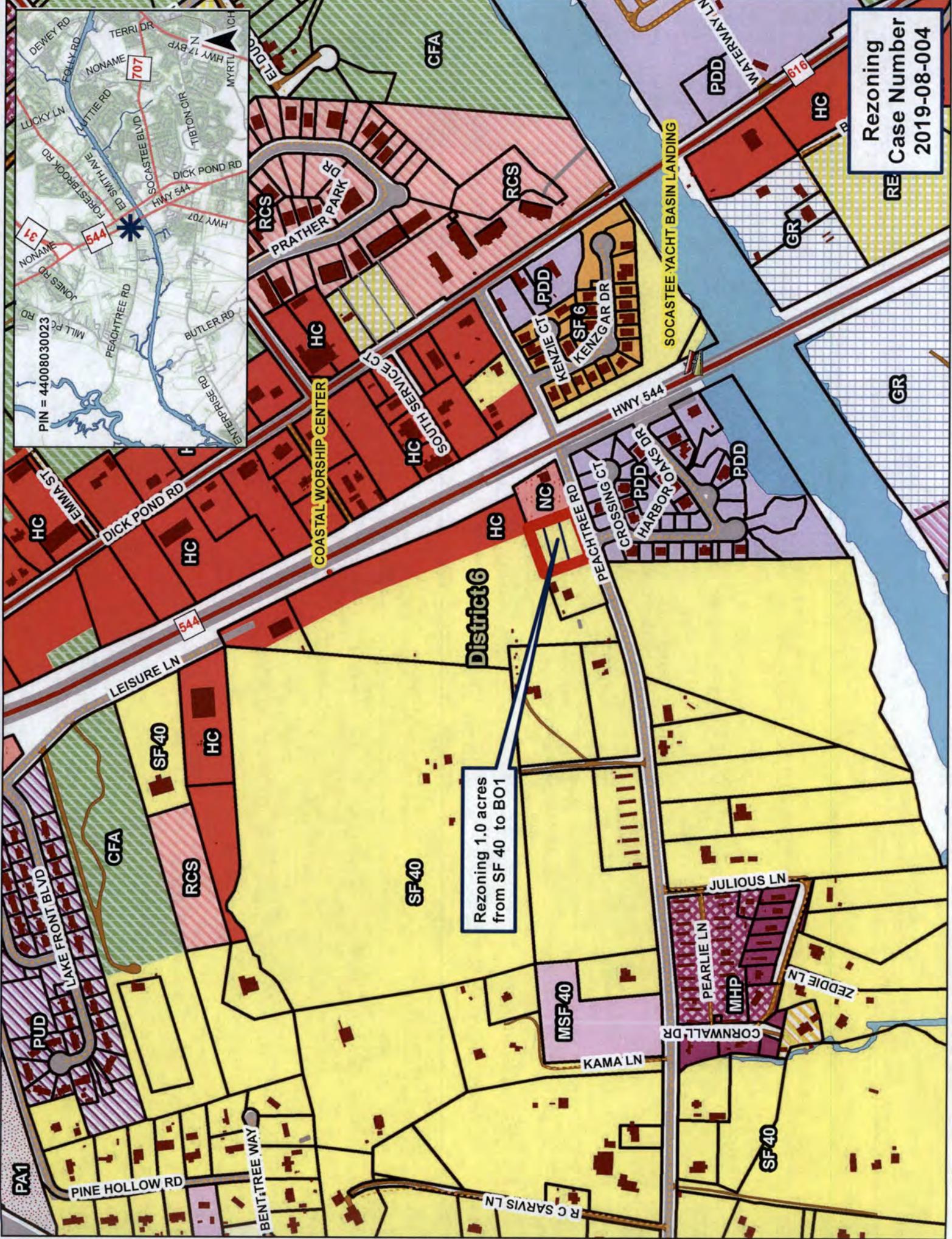
Daily Trips based on existing use / Max Daily Trips based on current zoning	0/8	Existing Road Conditions	State, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	10/200	Rd, Station, Traffic AADT (2017) % Road Capacity	Dick Pond Rd, Station 717 13,900 ADT 95-100%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	BO1	SF40	SF40	NC	HC	PDD (Harbor Oaks Marina)
Min. Lot Size (in square feet)	10000	40000	40000	10000	10000	4464
Front Setback	40	50	50	25	50	15
Side Setback	10	20	20	10	10	10
Rear Setback	15	30	30	15	15	15
Bldg. Height	65	35	35	35	120	35

Date Advertised: 8/15/2019 Date Posted: 8/15/2019 # Property Owners Notified: 40 Date Notification Mailed: 8/15/2019 Report Date: 8/15/2019 BY: sm

Rezoning
Case Number
2019-08-004



Rezoning 1.0 acres
from SF 40 to BO1

District 6

COASTAL WORSHIP CENTER

SOCASSEE YACHT BASIN LANDING

PA1

PINE HOLLOW RD

BENT TREE WAY

R C SARVIS LN

KAMA LN

CORNWALL DR

PEARLIE LN

JULIOUS LN

ZEDDIE LN

MHP

MSF40

SF40

SF40

RCS

HC

LEISURE LN

544

DICK POND RD

HC

HC

EMMA ST

CROSSING CT

PDD

PDD

PDD

PEACHTREE RD

NC

HC

KENZIE CT

PDD

SF 6

KENZ GAR DR

PDD

PRATHER PARK DR

RCS

RCS

CFA

PDD

HC

GR

RE

GR

616

WATERWAY LN

PIN = 44008030023