

Regular Council Meeting
November 19, 2019 – 6:00 p.m.
Council Chambers, 1301 Second Ave., Conway, SC

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| A. Call to Order | Johnny Gardner, Chairman |
| B. Invocation | Mr. Vaught |
| C. Pledge of Allegiance | Mr. Hardee |
| D. Public Input | |
| E. Approval of Agenda Contents | |
| F. Approval of Minutes: Regular Meeting, November 5, 2019 | |
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G. CONSENT AGENDA

1. Third 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.
2. Third 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. (Favorable, I&R Comm)
3. Third Reading – **Ordinance 94-19** to amend the Zoning Ordinance pertaining to value added processing. (Favorable, I&R Comm)
4. Third 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. (Favorable, I&R Comm)
5. Third Reading – **Ordinance 96-19** to amend the Zoning Ordinance pertaining to commercial zoning districts. (Favorable, I&R Comm)
6. Third Reading – **Ordinance 97-19** to amend the Zoning Ordinance pertaining to open yard storage. (Favorable, I&R Comm)
7. Third 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. (Mr. Carotti)
8. Third 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. (Mr. Carotti)
9. Third 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 (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 Loreda 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)
10. First Reading – **Ordinance 108-19** to amend the Zoning Ordinance pertaining to the rural tourism permit. (Planning Staff)
11. First Reading of the following Ordinances to approve the request to amend the official zoning maps:
 - Ord 109-19** Jeff Miller, agent for Chase Storage LLC, Carolina Forest Storage PDD Amendment (Messrs. Howard/Disabato)
 - Ord 110-19** DDC Engineers, agent for FTTP Bishop Parkway LLC, Fantasy Harbour PDD Amendment (Mr. Loftus)
 - Ord 111-19** Gary Ward, agent for Entity Properties LLC (Mr. Loftus)
 - Ord 112-19** Robert Guyton, agent for Pure Assets LLC (Mr. Crawford)
 - Ord 113-19** South Causeway Builders LLC (Mr. Bellamy)
 - Ord 114-19** George Raymond Suggs (Mr. Prince)
 - Ord 115-19** John & Donna Coughlin (Mr. Hardee)
 - Ord 116-19** Kimberley Payne (Mr. Allen)
12. First Reading – **Ordinance 119-19** approving the abandonment, conveyance, and removal from the county's maintenance system a remnant portion of the right-of-way of Bertie Road and to deed back the remnant to the adjacent property owner and authorizing the county administrator to execute a quit-claim deed on behalf of Horry County. (Favorable, I&R Comm)

13. First Reading – **Ordinance 120-19** approving and authorizing the county administrator to execute a lease agreement with Metglas, Inc. for warehouse property located in the Atlantic Center. (Favorable, I&R Comm)
14. **Resolution R-128-19** to opt out of the nationwide class certified for negotiation purpose in the *In Re National Prescription Opiate Litigation*. (Mr. Carotti)
15. **Resolution R-129-19** to express Horry County's request for the SC General Assembly to enact laws to better protect historical monuments and markers. (Favorable, I&R Comm)
16. Resolutions accepting roads and drainage into the county system at the following locations: (Favorable, I&R Comm)
 - R-130-19** Clear Pond M250 & M260 Phase 2
 - R-131-19** Clear Pond M250 & M260 Phase 3
 - R-132-19** Sierra Woods Phase 1
17. Board Appointments: Thomas Mezzapelle to the Parks & Open Space Board (Mr. Prince); Hillary Howard to the Museum Board of Trustees (Mr. Gardner)

H. PRESENTATIONS / RESOLUTIONS

18. Presentation of Certificates of Appreciation to Horry County Sheriff's Office by Mt. Calvary Missionary Baptist Church. (Rev. Smith)

I. READING OF ORDINANCES

19. Second Reading and Public Hearing – **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)
20. First Reading – **Ordinance 117-19** to approve the request of Christopher Steele, agent for Thomas Pate, to amend the official zoning maps. (**Planning Commission recommends disapproval.**) (Mr. Crawford)
21. First Reading – **Ordinance 118-19** to approve the request of Ed Hardee, agent for Palmetto Synergistic Research LLC, to amend the official zoning maps. (**Planning Commission recommends disapproval.**) (Mr. Allen)

J. ANNOUNCEMENTS

22. Approval of the 2020 Council Meeting Dates.

K. Memorial Dedication: Rosemary Toth

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

<u>Council Meetings</u> Dec 10, 6:00 p.m.	<u>I&R Committee</u> Dec 17, 9 a.m.	<u>Public Safety Comm.</u> Dec 17, 2 p.m.	<u>Administration Comm</u> Dec 3, 2:00 p.m.
<u>Imagine 2040 Plan Workshop</u> Nov 21, 2:00 p.m.	<u>Fall Budget Retreat</u> Dec 12-13, all day	<u>Transportation Comm</u> No meeting in Dec	

M. EXECUTIVE SESSION: Receipt of legal advice relating to pending "Hospitality Fee" litigation and SCDOT Financial Participation Agreement.

23. Vote: Regarding SCDOT Financial Participation Agreement.

ADJOURN

MINUTES
HORRY COUNTY COUNCIL
REGULAR MEETING
County Council Chambers
November 5, 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; Tyler Servant; Dennis DiSabato; and Paul Prince.

MEMBERS ABSENT:

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. Bellamy gave the invocation.

PLEDGE: Mr. Worley led in the pledge.

PUBLIC INPUT:

1. **Dennis Livingston** spoke regarding stormwater issues with Chandler Subdivision. Mr. Livingston stated that he lived on Hwy 66. Prior to a development moving behind him he had a 6 foot drain with a ditch that ran behind him and never had any water issues. Once the development went in, they took away the 6 foot ditch and put in a small swell. There were 63 houses in the development and all the (inaudible) couldn't handle the water flow. It had been a continuous problem because he had a section of about 6 houses to his right that would not clean their part of the swell to keep debris from going into it and blocking it. He had pictures to present. He had touched base with Mr. Tom Roth who went out and looked at the issue. They cleaned it out as a one-time favor to Chandler Run. He received a letter stating that they did it as a one time basis and it was to be maintained by the HOA. The HOA didn't want to take credit for any of it. He had since pulled up a plat and it stated that it was to be maintained by the HOA. He wanted to know where to go from there. He had the plat with him if they needed to look at it.

Mr. Vaught brought up the fact that by state law they were not allowed to work on private property. If that property belonged to the HOA, the county was not allowed to do work on that property.

2. **Tim Belvin** spoke regarding Copperhead Rd / Public Works. Mr. Belvin stated that he had just retired from the military in October. He did not know that Copperhead Road was cited for project one to be paved. He was not disagreeing about the road not being paved, but was disagreeing about the work that was done and being done to the road. They were not informed as homeowners that were affected because of this and the county's decision in the process. In 2000 when the subdivision was developed, an agreement was made between the county and the contractor to block usage of Copperhead Road for residents gaining access to their property. He found out later that the contractor was digging ravines behind their homes to prevent this. They were informed by the county engineer that it was done because of irrigation. He knew that not to be true because he was here during Hurricane Florence taking pictures of the county and reporting to the Horry County Emergency Management team to inform them where the flood waters were occurring. He tried to resolve this issue to the best of his ability. He later came up with the plans on Copperhead Road and in those plans before any work was supposed to be done, the contractor, the county, the engineer and the HOA were supposed to have a meeting to resolve any issues that could arise before work was started. None of the homeowners were informed of this prior to any work and were now told they were stuck with this. They would have loved to know what was going to be done before the work was supposed to take place. It was uncalled for for a member to be told there was nothing they could do about it, and they were paying for this. He didn't think it was fair and he would love to be able to sit down with the individual before this project was done. The project would be done within the next two

weeks and the contractor would be held for the warranty for one year after that. Now, people's fences were collapsing because of erosion. The county had the ravines dug all the way to the property line and now the fences would cave in. He was there to help in any way to resolve this issue.

Mr. Bellamy said he had met with Mr. Belvin and had been out to the site several times talking to Mr. Larry Hamilton regarding his concerns. Referring to the paragraph regarding notification, it was his understanding that they were referring to agencies as in DHEC, Army Corps of Engineers, or state agencies to be notified. Utility companies to reroute cable and things of that nature as far as that but not specifically a public meeting to meet with the specific residents.

Mr. Andy Markunas said the owner of the project was Horry County not the property owners along the road.

Mr. Bellamy asked if they were required to notify utility companies or agencies related to the project itself. Not specifically... The owner was Horry County, correct?

Mr. Markunas said that was correct. The contractor was supposed to notify the owner and utility companies, etc. about the project.

Mr. Belvin said they as homeowners were confused about why was it written in black and white that the county was named different than the owners. Why were the owners named separately from the county?

Chairman Gardner stated that they had run out of time and suggested they schedule a meeting where they could answer that question. He would suggest it be with his councilmember, him, Mr. Gosnell, and engineering.

Mr. Belvin said fair enough.

3. **Roy Darden** spoke regarding Ordinance 38-19. He and his wife owned a villa at Tupelo Bay and he was on the HOA Phase I board of directors as well as the CSA board of directors. They were asking that Council not allow diametrically opposed types of housing to be built at their doorstep. When their Phase II was completed they would be part of a \$55 million plus community consisting of \$200,000 - \$300,000 homes. Directly across Hwy 17 was Bermuda Bay with homes valued between \$375,000 - \$450,000. The proposed cottage development with as little as 510 square feet of heated space. They were there first. All they ask was that any additional houses between Tupelo Bay and Bermuda Bay properties compliment what was already there, not be diametrically opposed. They were asking that they not allow water runoff from the proposed cottage area to flood Tupelo Bay, Oceanside Village, Bermuda Bay, Melody Gardens, or Woodlake. With all the hurricanes, nor'easters, and other types of storms that they had had there and never had a flooding issue from this area and they didn't want one. They were asking that they not allow traffic to get any worse than it currently was during the seven months of high tourist season. Each year it was impossible to turn left out of Tupelo Bay to head north on Hwy 17, and it was very difficult to turn right. Ingress and egress to Surfside Elementary School was also a real problem, particularly when school was in session. Infrastructure modifications caused by additional traffic from the proposed housing would have to be addressed prior to approving any rezoning changes. They had heard many different sets of numbers being thrown around regarding just the one subject of fencing for this particular proposal. Council was being put in the unfortunate position of deciding which set of numbers was correct. The people in front of them in yellow and red were depending on them to make the correct choice. Once rezoning was approved the likelihood of obtaining infrastructure requirement approvals increases exponentially. If things did not work it would be left to the owners to take care of things. They acknowledge that there was probably a need for this kind of housing project being proposed, however, this site that was currently under consideration was not the correct site.
4. **John Sagindorf** spoke regarding Ordinance 38-19. He and his wife had a home at Tupelo Bay Golf Villas. They could tell from the colorful crowd present that they love their communities and they were both engaged and invested in their communities. They all cared. Regularly he read that Horry County's population was expected to grow by 100,000 or more residents in the next 20 years. That was a 25% growth over 20 years and an average of 5,000 new residents each year with the fastest growth taking place from Little River to the South Strand. We were not ready for that kind of growth. There were huge issues to be addressed in the areas of infrastructure, public safety, traffic, compatibility, environment, air and water quality, impacts of the changes in the climate, and on and on. They understand that development was an important economic driver. They also understand that with the growth expected there would be a need for additional housing, but there comes a time

to do things the right way. Rather than saying no to development, they want to be saying yes to responsible development. They want to work with Council and the developers and wanted Council to work with them to help insure that this request for zoning change leads to the responsible development of the property. Their request that night was for Council to vote against Ordinance 38-19 and set in motion an alternative plan that would lead toward responsible development for this particular project. The plan here was to put 221 little buildings on 21 buildable acres. That was about 11 homes per acre which was unthinkable. The proposed development was not compatible with the existing neighbors and would negatively impact the values of those developments. Their only hope to making this zoning change leading to responsible development rests with Council. He ask that they vote no on Ordinance 38-19 that night.

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

APPROVAL OF MINUTES: Regular Meeting, October 15, 2019: Mr. Vaught moved to approve the Regular Meeting, October 15, 2019 meeting minutes, seconded by Mr. Hardee. The motion was unanimously passed.

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

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.

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.

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 tray/neuter program. (Messrs. Worley and Crawford)

CBF-29-19 \$10,000 to Horry County Police Department for Shop With A Cop program. (Mr. Gardner)

Appointments to the Vereen Memorial Historical Gardens Committee: Richard Patterson, Carol Patterson, Christina Prince (Mr. Worley)

PRESENTATIONS / RESOLUTIONS:

Resolution R-126-19 honoring and recognizing veterans of the Armed Forces of the United States of America. Mr. Howard moved to approve, seconded by Mr. Allen. Mr. Bellamy read the resolution and recognized the Council members who had served in the United States military. Those Council Members were Chairman Johnny Gardner, Army, Mr. Allen, Air Force, Mr. Vaught, Navy, and Mr. Bellamy, Army. He then asked all active individuals serving in the United States Armed Forces and all veterans to stand and be recognized. The motion was unanimously passed.

Resolution R-127-19 approving revisions to the Horry County Employment Guidelines. Mr. Vaught moved to approve, seconded by Mr. Howard. Mr. Owens presented the proposed changes to the Horry County employment guidelines. They took the feedback from Council, from department heads, and employees, and tried to incorporate those comments and feedback into these revisions. Every division was represented. They reviewed, revised, and tweaked and these were the revisions they came up with. Those proposed revisions were employee photo, vacation leave, paid leave buyback, compensation during declaration of emergency, and extended leave of absence ("180 Rule"). Section 1.12 Employee Photo Guidelines. This was a new addition that advises employees that their likenesses may be used in the course of County operations/business. Section 4.4 Vacation. This added back a five-year tier, which also added additional hours to subsequent tiers. Additional revisions section 4.4 Vacation Leave and 4.5 Sick Leave. The language was revised to match current the Munis system. Section 4.4, G Vacation Leave Buyback. The 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. This 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 were facial hair - 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, and using take-home vehicles for personal use – current liability coverage does not include this use. Potential or additional liabilities are injury of a non-employee and duty to respond with a non-employee passenger. In summary, some of the impacts could be: 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.; and 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.

The motion was unanimously passed.

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). **Mr. DiSabato moved to defer, seconded by Mr. Howard. The motion to defer was unanimously passed.**

READING OF ORDINANCES:

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). **Mr. Howard moved to approve, seconded by Mr. Worley. There was no public input. The motion was unanimously passed.**

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. Vaught moved to approve, seconded by Mr. Howard.**

Mr. Allen said he was a little bit confused on this and asked for Council's help. There had been some phone calls made that day and he was not saying this was a good or bad project for the citizens, but he needed some clarification. At the last meeting Mr. Vaught moved to vote on this on the second reading because he stated that Mr. Servant had asked him to do that. Then the citizenry stated that they were told by Mr. Servant that this would be deferred. No one had spoken to him or called him or asked him anything. Sometimes they are put in very trying positions as a Council. He had seen a few come and go and seen a couple of deals made etc., etc. What he wanted them to understand was that their Councilman could actually vote against this, and Council could still vote for it and pass it. There was only two people sitting up there that they could actually cast a vote for when it comes election time and that was their Councilman and the chairman. So, they needed to understand that. He believed that in any district in the county the district Councilman should know his district better than any other Councilman on the dais because he or she represented their district. He should know what his district wants more so than any other person up there because he should be in touch with his people. With that said, they had always tried to follow along with a district Councilman's wishes to support him and his citizenry. Sometimes that doesn't always work out but what he would like to ask for that night was that he would probably support what Mr. Servant wanted because it was his area and he should know his people. There had been other Councilmen who had had situations to happen in their districts to where they had actually spoken out from the dais and asked the rest of the Council to support them. A good example was the last meeting with Mr. Worley. He asked that the Council support him on an issue in his area. With that said, he was going to support what their Councilman wanted because he was supposed to know his area better than anybody else. If other members of Council would be honest they would be compelled to do the same thing.

Mr. Servant said since his absence was brought up regarding the last meeting. He and his family had been through some difficult times. It was his first Council meeting missed and he apologized to his constituents for not being there, but he appreciated their prayers, thoughts, and concerns through this difficult time. During that time he didn't talk to many people. Family comes first in his life. Getting back to the task at hand with this rezoning he asked Mr. Schwerd to explain to Council and the audience what the property was currently zoned and what it could be developed into as of that day without coming for a rezoning.

Mr. Schwerd said a majority of the property was currently zoned highway commercial. Highway commercial, which was the front portion along Hwy 17, was a zoning district that allows single family residential lots on 6,000 square foot or it allows about 100 different kinds of commercial uses. Those commercial uses were everything from regular retail, strip centers, to restaurants to trade shops, or junk yards, or outdoor storage. Boat and RV storage currently was a popular use in those districts but generally high intensive commercial uses. It allows generally any kind of commercial that you could imagine except for heavy industrial, batch plants, and metal recycling. Other than that highway commercial would allow that.

Mr. Servant said the only dwelling it could be used as it was currently zoned was SF6, correct.

Mr. Schwerd said it was single family 6,000 square foot lots. It refers back to general residential or GR but it only refers to the single-family standards within GR.

Mr. Servant said so no multi-family.

Mr. Schwerd said no multi-family under the current highway commercial zoning.

Mr. Servant said but it does have 100 classifications for commercial uses.

Mr. Schwerd said there were well over 100 commercial classifications and uses that could be under it.

Mr. DiSabato asked if it included townhomes.

Mr. Schwerd said it only allowed single-family detached 6,000 square foot lots.

Mr. Servant said another question that was brought up that night during the comments from the speaker was the calculations and how they calculate gross density and net density and how they were other individuals that calculate it differently. Could he elaborate on that a little on how the County calculates gross and net density and why they calculate it the way that they do.

Mr. Schwerd said the department started looking at gross and net density for a variety of reasons and came up with a very simple calculation. The first was gross density which was the total project acreage, not a phase of the project or a portion of the property, but the entirety of the project. You take that total acreage and divide it by the number of units or take the number of units and divide it by the total acreage to get the number of units. In this particular project the gross density as currently shows was 8.65 dwelling units an acre. The net density was also similar except the only difference was they subtract out the wetlands from that gross acreage. So you take the gross acreage and subtract out the wetland acreage from it and take the remaining acreage and divide that into the units. In this particular project there were 11.8. They adopted that standard so they had one way to calculate across many different projects. They also provided additional information when they did the staff sheet on this one because there was some discussion on the adjacent Tupelo Bay. For comparison the adjacent Tupelo Bay has a gross project density of 4.85 and a net density of 8.69, but if you look at the area that was actually developed it was closer to 15. The reason they did that was... Density had a couple of different things. One was how many units are there. That was important for a reason. The second part was how dense is the area that was being developed. The third one was if you have other things like in this case Tupelo Bay has a golf course that was a portion of their planned development. How dense was the actual area that developed. So if you drive into the condos, how dense does it appear vs. the overall project? Those calculations they had not changed since he started 15 years ago so they used that to compare and provide the same calculation methodology for every project presented to planning commission.

Mr. Servant said he had spent countless hours meeting with the developer as well as his constituents regarding this rezoning. He would venture to say it was as much or more than any rezoning that he had gone through so far being elected. Because of the concerns that they had stated that night as it related to density and how it was so much greater than the surrounding community he would ask that he be shown as a Nay vote.

Mr. DiSabato said that Mr. Servant had covered the questions that he had. His concern was whether or not townhomes were allowable under its current zoning and what a townhome community would come out to density per acre.

Mr. Schwerd said the first part was highway commercial currently does not allow townhomes. The MS6 portion of the project that was behind it was mostly (inaudible) would have allowed duplexes. Normally a townhouse project would be about 6 – 7 units an acre depending on if it's a fee simple where they actually sell the lots or if it's an incoming project.

Mr. DiSabato asked if a mobile home park could go there under its current zoning.

Mr. Schwerd said under highway commercial a mobile home park would not be allowed.

Mr. DiSabato said but an RV park or a boat storage facility would.

Mr. Schwerd said RV and boat storage would definitely be allowed. Not an RV park but a place where you could store RVs would definitely be allowed. In fact, they had a number of outdoor storage uses that had moved into the area because of the number of small lots that they had and the condos require outdoor storage.

Mr. DiSabato said junk yard, scrap yard, all that stuff was allowed.

Mr. Schwerd said junk yards, storage, those were definitely allowed. Trade shops were also. Those would be your HVAC, plumbers, contractors, lay down yards, those would be more likely... He knew they tried retail on this parcel many, many times but the residential density was not there at this moment to support that currently. It would definitely support high density retail which would generate somewhere around 3 ½ times as much traffic as the current proposal.

Mr. DiSabato said that would not happen under the rezoning that they were requesting.

Mr. Schwerd said that could happen under the current zoning with no action taken by Council or if Council chooses to deny it, correct.

Mr. DiSabato said in essence this was a down zone.

Mr. Schwerd said it was a reduction from a commercial use to a residential use. Planning staff tries not to use the word downzoning so much because they were really not trying to encourage downzoning in the eastern part of the county. They were trying to find the best location for new residences.

Mr. DiSabato asked if highway commercial use was consistent with the surrounding communities.

Mr. Schwerd said there was a lot of highway commercial in that area which was one of the reasons that parcel hadn't developed yet as highway commercial because there was so much. County Council when they adopted the zoning in that area the county in 1987, he referred to displayed map and noted everything in the red was zoned highway commercial. That was a significant amount of highway commercial that was created well above and beyond what could actually be consumed during that time frame. There was not as much demand now for big box retail so a lot of those larger highway commercial parcels are still sitting there or they had been developed into other methods like across the street at Bermuda Bay where they developed a highway commercial as lease lot residential single family development.

Mr. DiSabato asked leased lot.

Mr. Schwerd said yes so the majority of the property out there was owned by the same owner, Myrtlewood Realty. They sold the property for the Tupelo. They own the golf course. They own the remainder of Tupelo Bay. They also own The Oceanside and properties next to it. Those were then in turn leased out to the individual.

Mr. DiSabato said he just wanted to make sure that these folks understand what could go there if they vote this rezoning down. He wanted them to understand that.

Mr. Howard asked if this got rezoned, did it fit the 2040 Plan.

Mr. Schwerd said this particular rezoning fits both 2025, which was what they based their recommendations on because Council hadn't adopted 2040, but it also was supported by the 2040 plan.

Mr. Howard asked if these were tiny homes.

Mr. Schwerd said there were some tiny homes on this project. Currently they show six but had the ability to go up to 10% of the project as tiny homes. A tiny home was anything that was less than 750 square feet.

Mr. Howard asked if these would be called cottages.

Mr. Schwerd said 90% of the homes would be larger than the tiny homes. They would be considered single-family detached in common ownership.

Mr. Howard said he had seen the stormwater plan. It looked like they didn't have a stormwater problem. Did they see that there were any stormwater problems in the future?

Mr. Schwerd said he would have to leave that up to the project engineer and Horry County stormwater. He won't claim to know it.

Mr. Vaught said he thought Mr. Roth had studied this significantly and asked if he could come up to the mike.

Mr. Thom Roth said they haven't had the plans come in yet so they could verify what they were going to do. However, there had been some concessions made which typically wasn't done in a rezoning. There were currently some issues with Oceanside Village and with the developer and what the engineer had committed to do was to reduce the runoff going to that area by 50%. Then to meet the county's requirements the majority of the drainage would go to the south down to Calhoun which had a much better outfall. They would actually take the water below Oceanside Village so it would relieve them from their flooding issues and they would have to meet the 20% reduction as well. Between their commitments and Horry County's drainage requirements there should be much improvement.

Mr. Howard said everyone thinks and the theory was if you build roof tops and sidewalks and streets that causes more water, but actually when a development is done like this with the stormwater retention it actually has less water thrown onto the surrounding areas because they retain it, control it, and send it in the right directions.

Mr. Roth said what they were doing was they were going to control it. So, yes there was going to be more water runoff because it was impervious area. However, the ponds allow them to store the water and control the release and that was not what was currently happening now off that site.

Mr. Howard said so a development would help improve the area. Not hurt the area.

Mr. Roth said correct because they were going to... They would have to meet the county's requirements and again with their commitment to send 50% less water the way it was currently going.

Mr. Howard said he was beyond that retirement plan and in his home where he would live forever. Next door to his neighborhood they built one of these developments with cottages, tiny homes. He welcomed it with open arms because it was a beautiful project. He thought there was a need for this and he saw this one come up and he was not for it or against it but he thought it was a better project than what could be built there. He urged Council to vote for this because it was a good project. It met all the criterias. He thought it was a good project.

Mr. Loftus said he wanted to tell them how much he personally appreciated the calm reason demeanor that their speakers spoke with. They usually have people there that rant and rave and they were tuned out almost immediately. Their speakers made their points and made them in a calm reasonable manner and he wanted to let them know that he for one appreciated that. He thought they had gone over what could be built without rezoning and he didn't think anybody wanted a junk yard there. He asked if units similar to Tupelo Bay could be built there with a little modification.

Mr. Schwerd said he and staff both thought planning commission would support it because the 2025 and 2040 plans would both support allowing condo development on that project. If they want to build at the same density as this project it would actually be probably slightly higher density. A normal multi-family project on a parcel this size would be somewhere around 300 units in order to make it a physically responsible project in terms of the development.

Mr. Loftus asked if they were looking at 221 basically single-family homes and cottages vs. the possibility of 300 units.

Mr. Schwerd said correct. They had had several very similar sized projects that were just 18.5 acres of uplands and they had come in at 300. The Haven in Carolina Forest was exactly the same size project. It had 304 units in it. That would be a typical three story walk up multi-family project.

Mr. Loftus said they had already gone over the drainage and which way the water would go.

Mr. Schwerd said correct. The water was being routed to the south and down Calhoun.

Mr. Vaught said the first thing he needed to do was correct Mr. Allen on his recollection from three weeks ago. He in no way stated that Mr. Servant had asked him to act on his behalf with this at all. He knew Mr. Servant was not going to be there and he told him that they were going to go ahead and try to get things worked out. In fact, it was his suggestion looking at the minutes from the last meeting that he requested that they go ahead and pass this on second reading and require the parties to get together and try to work out whatever situations were between them that was keeping this from being moved on because it had been on the table since February. That was what he requested to happen. He did tell Mr. Servant that that was what he had done. He didn't ask for his permission and so if he overstepped his bounds, he apologized to him, but the fact remains that they had had people working on this project since February. They had had engineers come to them. They had the county's water people come to them. They had planning and zoning come to them and tell them that this was a good project. From all he could see on paperwork this was a much better project than a lot of the things that he saw going down Hwy 17 Business. They know that one of the coming things was small families needing more affordable housing. If they could put smaller families and more affordable housing closer to the beach, he thought they were doing a good thing. These were not tiny homes. If you were talking about 700 – 900 square foot homes, you were talking about the same size as a condo. Same size as an apartment. No difference. The only thing was these stand alone. They were only talking about a maximum of 10% being that small anyway. So he would strongly urge his colleagues on Council to vote for this project.

Mr. Prince asked if there would be a traffic light required.

Mr. Schwerd said they couldn't say whether there would be a traffic light required or not. They could say that they had reached out to SCDOT and if the project gets approved, when it was submitted they would request that they go to SCDOT. They would update the traffic counts and see if there was a possibility of having a signal installed at Woodland Drive.

Mr. Prince asked if there was any time frame that they might possibly start the project.

Mr. Schwerd said he would leave that up to the applicant. They didn't deal with time frames in their department. They could deal with being prepared for when they submit but they couldn't structure their financial situation of when they expect to start construction.

Mr. Prince said something like this probably takes 3 – 5 years if they get started right away.

Mr. Schwerd said some of them may have plans ready to go today.

Mr. Prince asked if they could put animal farms there if it was like it was now.

Mr. Schwerd said highway commercial would allow farming but did not allow animals. It just allows to grow crops.

Mr. Allen told Mr. Vaught with all due respect their recollections differed somewhat and he believed the good people would attest to that. It sounded like some on the Council were pushing very hard for this project and they were pushing against the district Councilman with the citizens there. He would like to ask the district Councilman if he would ask Council to support him on his vote. He would.

Mr. Servant asked for a point of privilege. He thought he had just answered that question when he was stating his first statement that he was voting no.

A vote was held.

YEA

Loftus
DiSabato
Howard
Hardee
Prince
Vaught
Bellamy
Crawford

NAY

Servant
Worley
Gardner
Allen

The vote passed eight to four.

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. **Mr. Howard moved to approve, seconded by Mr. Hardee.**

Chairman Gardner paused the meeting to give anyone that wanted to leave a chance to do so.

Chairman Gardner called for a ten minute break.

Chairman Gardner called the meeting back to order.

Chairman Gardner again read Ordinance 92-19 and **Mr. Vaught moved to approve, seconded by Mr. Howard. There was no public input. The motion was unanimously passed.**

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. **Mr. Vaught moved to approve, seconded by Mr. Bellamy. There was no public input. The motion was unanimously passed.**

Second Reading and Public Hearing – **Ordinance 94-19** to amend the Zoning Ordinance pertaining to value added processing. **Mr. Vaught moved to approve, seconded by Mr. Hardee. There was no public input. The motion was unanimously passed.**

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. **Mr. Howard moved to approve, seconded by Mr. Hardee.**

Ms. April O’Leary stated that she wanted to praise the planning staff and Council for doing the elevation variance. She thought it was a fantastic ordinance change to help protect vulnerable flooded families.

Mr. William Joy said he recently attended the zoning meeting for a request for variance for a house built on Waccamaw Drive in Garden City. The variance request was to increase the height there from 35 feet to 50 feet and the request was denied. He was unsure if this zoning change would affect that area and allow for higher buildings to be built there.

Mr. Schwerd said it would impact those areas, both in the riverine and the Coastal Flood Zone so it does impact Garden City. So those areas in Garden City that were subject to flooding from the Coastal Flood Zone, the houses, currently when they are constructed they get no benefit of the flooding so if the flood zone says they have to be 7 feet above grade in order to meet the requirements, they currently lose that 7 feet in terms of how high the house can be. This would allow them to elevate those homes in those Coastal Flood Zones. So yes. He didn’t know that the 50 foot would have been allowed or whether they would have only been able to go to 42 without reviewing that exact plan. He knew it went to the zoning board. He wouldn’t be able to answer that question on that specific house but it would impact that Garden City area so it would impact that area.

Mr. Servant asked to be shown as a recusal on Ordinance 95-19.

Public input was closed. The motion was passed with Mr. Servant recusing himself.

Second Reading and Public Hearing – **Ordinance 96-19** to amend the Zoning Ordinance pertaining to commercial zoning districts. **Mr. Howard moved to approve, seconded by Mr. Hardee. There was no public input. The motion was unanimously passed.**

Second Reading and Public Hearing – **Ordinance 97-19** to amend the Zoning Ordinance pertaining to open yard storage. **Mr. Vaught moved to approve, seconded by Mr. Worley. There was no public input. The motion was unanimously passed.**

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. Vaught moved to approve, seconded by Mr. Howard. There was no public input. The motion was unanimously passed.**

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. Howard moved to approve, seconded by Mr. Hardee. There was no public input. The motion was unanimously passed.**

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 moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.**

Ord 88-19 Venture Engineering, agent for Horry Furniture Co. **Mr. Vaught moved to approve, seconded by Mr. Prince. There was no public input. The motion was unanimously passed.**

Ord 89-19 G3 Engineering, agent for Robert Floyd Jr. **Mr. Howard moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.**

Ord 98-19 Sandra Jones & Lee Edge. **Mr. Worley moved to approve, seconded by Mr. Howard.**

Mr. Lee Edge stated that when he first did the rezoning the house was suffering from fire damage. The house was in the process of being renovated. There was a roof. They were installing windows and were in the last stages of the renovation. This home was his mom's home and it was a big staple in the community. That was where they held meetings for church and fundraising and choir practice. The home itself was a staple in the community and the people had been supporting him with that. He wanted to let them know about that.

Public input was closed. The motion was unanimously passed.

Ord 99-19 DRG LLC, agent for Waterway Plantation Multi-family PDD. **Mr. Howard moved to approve, seconded by Mr. Vaught. There was no public input. The motion was passed with Mr. Worley voting Nay.**

Ord 100-19 DDC Engineers, agent for Rebecca & Robert Collins. **Mr. Crawford moved to (inaudible) that was previously presented to what was on the dais.** He thought this new plan strengthens the rezoning effort and takes into consideration some of the proposals made by the community which include severing the connection with Ocean Bay Road. It also provides the crossing that the community requested and inserts into the plan a traffic signal at Forestbrook Road, and so he would ask that Council please vote in favor of amending the current plan to what was on their desk. **Mr. Vaught moved to approve, seconded by Mr. Howard. Mr. Crawford moved to amend, seconded by Mr. DiSabato.** Mr. Carotti said technically the motion on the ordinance that was in the packet for second reading was made, seconded, and then public review would occur at that point. Then a motion to amend thereafter.

Mr. Ted Wylepsky the Vice president of the HOA at (inaudible) for several weeks on this motion to amend this zoning. He understood they needed growth for economic development. He wanted to thank Council and Mr. Crawford for everything he had done to get this moved forward to where the homeowners felt good about what was going to happen in that neighborhood with shutting off the easement to get to Ocean Bay and getting a traffic light installed and also the buffers.

Ms. Cindy Krawcyk and she lived at Hunter's Ridge Crossing. Originally they were against the development and she wanted to take the time to say thank you to their Councilman. Not just their Councilman who took his time to have meetings with them and public meetings and listened to them, but several county departments as well. Their efforts to meet with them, listen to their concerns, and develop a new plan she felt made it responsible building and development. It was going to now be beneficial to their community instead of them looking at it as negative. She just wanted to say thank you.

Public input was closed.

Mr. Crawford moved to amend to the plan on the dais, seconded by Mr. DiSabato. The motion to amend was unanimously passed. The original motion as amended passed.

Ord 101-19 DDC Engineers, agent for Rebecca Collins. **Mr. Howard moved to approve, seconded by Mr. Crawford. There was no public input. The motion passed with Mr. Worley voting Nay.**

Ord 102-19 Rowe Professional Services, agent for Omero Loreda Ibanez. **Mr. Howard moved to approve, seconded by Mr. Hardee. There was no public input. The motion passed with Mr. Worley voting Nay.**

Ord 103-19 Venture Engineering, agent for Pamela Dawn Squires. **Mr. Bellamy moved to approve, seconded by Mr. Howard.**

Ms. Grace Gifford stated that this particular project was down towards the southern end of Hwy 319 and runs from Conway at 701 up to Aynor. That road covers two different Council districts. However, it really functions as a single road. This facility would be most active in the morning during rush hour so her concern was for the health and safety of her community. They already have industrial vehicles on this little two lane, unimproved road with canal ditches on either side with no shoulder. She thought it increased the risk for traffic problems. This location was not good for their community.

Public input was closed. The motion was unanimously passed.

Ord 104-19 Rowe Professional Services, agent for Vivian & Charles Brown. **Mr. Howard moved to approve, seconded by Mr. Allen. There was no public input. The motion passed with Mr. Worley voting Nay.**

First Reading – **Ordinance 84-19** to approve the request of Pamela Timms to amend the official zoning maps. **(Planning Commission recommends disapproval). Mr. Crawford moved to defer the request until such time as the new plans were submitted, seconded by Mr. Howard. The motion to defer was unanimously passed.**

OLD / NEW BUSINESS:

ANNOUNCEMENTS: Chairman Gardner announced that the 2040 Workshop would be conducted on November 21, 2019 at 2:00 p.m.

Mr. Gosnell recognized Mr. Randy Webster for his service to Horry County and presented him with his 30 year pin.

Mr. Webster said it had been a wonderful 30 years and he was looking forward to 30 more.

Mr. Worley called for a point of privilege. He had spent the day very disturbed about what he was hearing insofar as the mediation was concerned on the hospitality fee. By no means was he there to brow beat the mediators that took their time to go and try to work something out with the municipalities. Having said that, what he was hearing was very, very disturbing. He knew they were fixing to go into an executive session for Mr. Carotti and others to tell them what that deal was, but the cat was out of the bag so far as what the deal was. He couldn't get a grasp on why. He told Mr. Carotti to not shut him up.

Mr. Carotti said he would be remiss not to offer this cautionary word. The members that attended the mediation were all bound by a written agreement as well as court order to keep confidential any discussions that occurred during mediation and any of the matters relating to the mediation including any of the terms and conditions that were discussed during mediation. In this particular case the court has contempt powers so before anything is said that might implicate an individual in the court's eyes he would suggest that they exercise extreme caution in doing so.

Mr. Worley said he was going to say he didn't get it from any of the mediators. What he was fixing to say may or may not be true but he thought they were going to go in the back room and he would probably tell them exactly what he heard on the street.

Mr. DiSabato suggested to Mr. Worley that they go into executive session and save his comments until after executive session was completed.

Mr. Worley said after he went into executive session he was bound too. He represented the people. He didn't represent lawyers. He didn't like what he was hearing. He was not brow beating the chairman, Mr. DiSabato, and the ones that went down there. He told Mr. Vaught he knew he was there too.

Mr. Vaught said no. He had just gotten out of the hospital so he was not there.

Mr. Worley said what he was hearing was very disturbing and he thought the people back home, especially his district... If the rest of them wanted to vote for this, what he called a bad deal, then they could vote for it. He was telling them he was not going to vote for it. From what he was hearing he was not going to vote for it and he hoped they didn't vote for it. These

attorneys had been calling... Why would the municipalities not have an elected official at the mediation? How were you going to have a settlement if you don't have the stakeholders there? There was never intended to be a settlement. It was intended to be a class and that way they could rape the taxpayers. It was awful. It was awful what was going on here behind closed doors. He wouldn't be a part of it. He thought it was a sad day that the lawyers in this case, the municipality lawyers, were coming to the table with a proposal that we have offered them. What they were proposing Council had said all along that they agreed to that. They would give them every nickel of their money.

Mr. Vaught said they had said that since March.

Mr. Worley said since March. They were going to give them every penny of their money yet the lawyers won't accept that, but now they do when there was \$6.5 - \$7 million worth of attorney fees on the table. If they on County Council... He told Mr. Carotti he was not cutting him or any of the lawyers. He was just saying that he would not be a party to paying attorney fees to the tune of \$7 million plus or minus when the deal was... There was no argument. The only argument all along had been what attorney fees. How much they can get out of the taxpayers and who to blame. Who to blame for this whole thing. He knew what they wanted to do. They wanted to take the \$6 - \$7 million and take off with it and blame Chairman Gardner and this Council. He wouldn't stand for it. If they want to say he was in contempt, he was in contempt. Put him in jail but he still presented the taxpayers of Horry County and especially District One which... To give them an idea of how much money they were talking about for them back home, 18.1% which comes up to about \$5 million in this pot of money. Remember they had been banking this money. It was not their money. It was everybody's money. They had offered all along to give Myrtle Beach, North Myrtle Beach, Surfside and others every penny of their money. Now all of a sudden that they had a (inaudible) Mr. Vaught, they were going to tag a \$7 million attorney fee bill on it. He was not voting for it and he could tell them that if anybody on council votes for it they would be thrown out of office.

MEMORIAL DEDICATION: Temple Louise (Fowler) Soles; Glenda Smith; Jada Carter; Linda Walters; Tommy Hunter; Margaret Suggs Prince; Bobbie Hardee; Marie Causey Smith; and Alex Kindale Brinson.

UPCOMING MEETINGS: Regular Council meetings – Nov 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 – Dec 3, 2:00 p.m.

EXECUTIVE SESSION: Receipt of legal advice relating to pending litigation or other matters covered by the attorney-client privilege. **Mr. Vaught moved to enter into executive session for the reason stated, seconded by Mr. Howard. The motion was passed with Mr. Worley voting nay. Mr. Prince moved to exit executive session, seconded by Mr. Howard. The motion was unanimously passed.** Mr. Carotti said that while in executive session Council received legal advice relating to a pending litigation or other matters covered by the attorney-client privilege. While in executive session, no decisions were made and no votes were taken.

ADJOURNMENT: With no further business, **Mr. Loftus moved to adjourn at approximately 7:50 p.m. and it was seconded. The motion was unanimously passed.** The meeting was adjourned in memoriam of: Temple Louise (Fowler) Soles; Glenda Smith; Jada Carter; Linda Walters; Tommy Hunter; Margaret Suggs Prince; Bobbie Hardee; Marie Causey Smith; and Alex Kindale Brinson.

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 19th 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

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

Public Hearing: November 5, 2019

Exhibit A to Ordinance 92-19

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

See attached.

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FEE AGREEMENT

between

HORRY COUNTY, SOUTH CAROLINA

and

PROJECT DOWN

Dated as of _____, 2019

ARTICLE I	DEFINITIONS.....	2
Section 1.01.	Definitions.....	2
Section 1.02.	References to Agreement.....	7
ARTICLE II	REPRESENTATIONS AND WARRANTIES.....	7
Section 2.01.	Representations and Warranties by County.....	7
Section 2.02.	Representations and Warranties by Company.....	7
ARTICLE III	COVENANTS OF COUNTY.....	8
Section 3.01.	Agreement to Accept Negotiated FILOT Payments.....	8
Section 3.02.	Multi-County Park Designation.....	8
Section 3.03.	Commensurate Benefits.....	8
ARTICLE IV	COVENANTS OF COMPANY.....	9
Section 4.01.	Minimum Contractual Investment Requirement and Minimum Job Requirement.....	9
Section 4.02.	Investment in Project.....	9
Section 4.03.	Payment of Administration Expenses.....	11
Section 4.04.	Use of Project for Lawful Activities.....	11
Section 4.05.	Maintenance of Existence.....	11
Section 4.06.	Records and Reports.....	12
ARTICLE V	FEES IN LIEU OF TAXES.....	14
Section 5.01.	Payment of Fees in Lieu of Ad Valorem Taxes.....	14
Section 5.02.	Special Source Revenue Credit.....	18
Section 5.03.	Statutory Lien.....	19
ARTICLE VI	THIRD PARTY ARRANGEMENTS.....	20
Section 6.01.	Conveyance of Liens and Interests; Assignment.....	20
Section 6.02.	Sponsors and Sponsor Affiliates.....	21
ARTICLE VII	TERM; TERMINATION.....	22
Section 7.01.	Term.....	22
Section 7.02.	Termination.....	22
ARTICLE VIII	EVENTS OF DEFAULT AND REMEDIES.....	23
Section 8.01.	Events of Default.....	23
Section 8.02.	Remedies on Event of Default.....	23
Section 8.03.	Defaulted Payments.....	24
Section 8.04.	Default by County.....	24

ARTICLE IX	MISCELLANEOUS	25
Section 9.01.	Rights and Remedies Cumulative.....	25
Section 9.02.	Successors and Assigns.....	25
Section 9.03.	Notices; Demands; Requests.....	25
Section 9.04.	Applicable Law	26
Section 9.05.	Entire Understanding	26
Section 9.06.	Severability	26
Section 9.07.	Headings and Table of Contents; References	26
Section 9.08.	Multiple Counterparts	26
Section 9.09.	Amendments	26
Section 9.10.	Waiver.....	27
Section 9.11.	Further Proceedings	27
EXHIBIT A	LAND DESCRIPTION	A-1

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:	November 19, 2019

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.

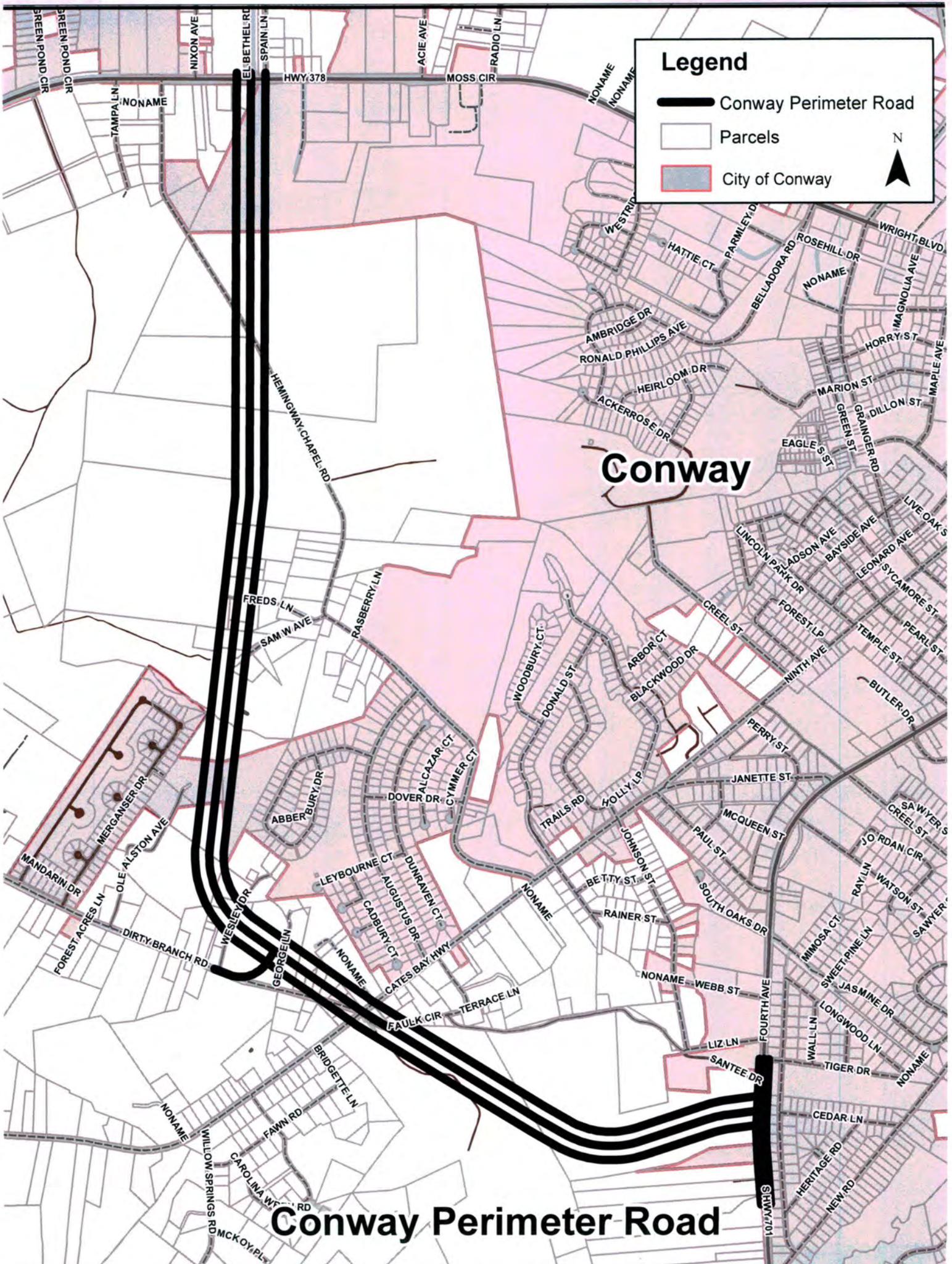
ANALYSIS:

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 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 ~~strike through~~ 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: November 19, 2019

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: November 19, 2019

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 ~~strike through~~ 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 19th 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 15, 2019
Second Reading:	November 5, 2019
Third Reading:	November 19, 2019

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 19th 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 15, 2019
Second Reading:	November 5, 2019
Third Reading:	November 19, 2019

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 ~~a~~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 19th 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

Date of First Reading: October 15, 2019
Date of Second Reading: November 5, 2019
Date of Third Reading: November 19, 2019

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 19th 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

Date of First Reading: October 15, 2019
Date of Second Reading: November 5, 2019
Date of Third Reading: November 19, 2019

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

)

Ordinance 87-19

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 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 19th 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 15, 2019
 Second Reading: November 5, 2019
 Third Reading: November 19, 2019

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		

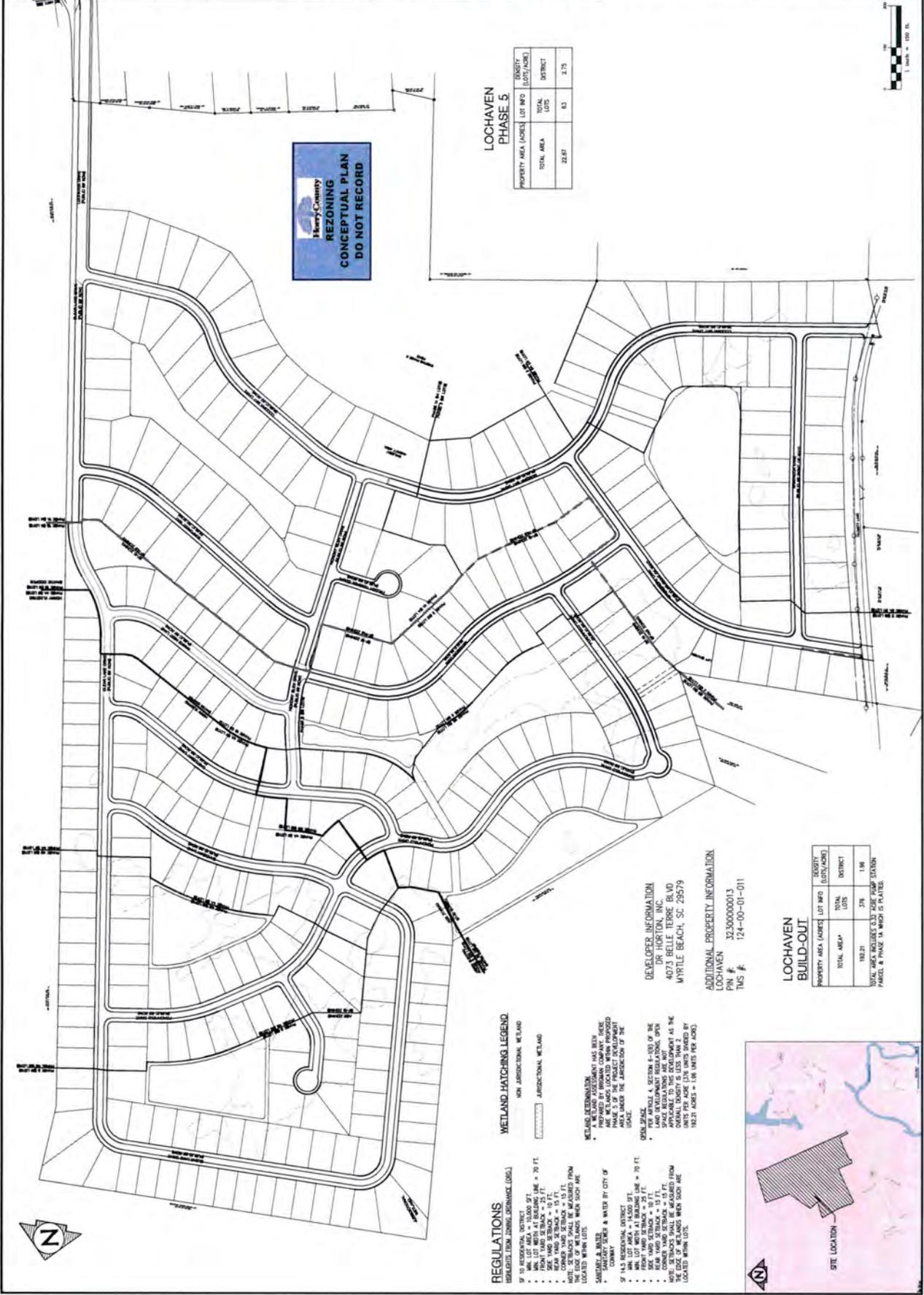
Date Advertised: 8/15/2019 Date Posted: 8/15/2019 # Property Owners Notified: 6 Date Notification Mailed: 8/15/2019 Report Date: 8/15/2019 BY: sm

ROWE PROFESSIONAL SERVICES COMPANY
 511 Broadway Street
 Myrtle Beach, SC 29577
 P: (843) 448-3936
 F: (843) 448-3936
 WWW.ROWEPS.COM

MASTER PHASING PLAN
LOCHAVEN
 PARCEL ID. #124-00-01-011
 SINGLE FAMILY RESIDENTIAL
 HORRY COUNTY, SOUTH CAROLINA

PROJECT FILE # 124-00-01-011
 PREPARED FOR: ROWE PROFESSIONAL SERVICES COMPANY
 DATE SUBMITTED: 4/24/19

SHEET NO. **E-1**
 JOB NO. 19500008



LOCHAVEN PHASE 5

PROPERTY AREA (ACRES)	LOT INFO (LOTS/ACRES)	DENSITY
22.87	63	2.75
TOTAL AREA	TOTAL LOTS	DISTRICT



REGULATIONS

- SEPARATE FROM ZONING ORDINANCE (SOZ)
- SP 10 RESIDENTIAL DISTRICT
- MIN. LOT AREA AT BARRING LINE = 70 FT.
- MIN. LOT WIDTH AT BARRING LINE = 25 FT.
- FRONT YARD SETBACK = 25 FT.
- REAR YARD SETBACK = 15 FT.
- MIN. SETBACKS SHALL BE MEASURED FROM THE EDGE OF WETLANDS WHEN SUCH ARE LOCATED WITHIN LOTS.
- SEWERAGE SHALL BE PROVIDED BY CITY OF HORRY COUNTY.
- WATER SHALL BE PROVIDED BY CITY OF HORRY COUNTY.
- SP 14.5 RESIDENTIAL DISTRICT
- MIN. LOT AREA AT BARRING LINE = 70 FT.
- MIN. LOT WIDTH AT BARRING LINE = 25 FT.
- FRONT YARD SETBACK = 25 FT.
- REAR YARD SETBACK = 15 FT.
- MIN. SETBACKS SHALL BE MEASURED FROM LOCATED WITHIN LOTS.

DEVELOPER INFORMATION
 DR. HORTON, INC.
 4073 BELLE TERRE BLVD
 MYRTLE BEACH, SC 29579

LOCHAVEN BUILD-OUT

PROPERTY AREA (ACRES)	LOT INFO (LOTS/ACRES)	DENSITY
192.21	538	2.80
TOTAL AREA	TOTAL LOTS	DISTRICT

TOTAL AREA INCLUDING 0.35 ACRES W/SEWER SYSTEM PARCEL # PHASE 1A WHICH IS PLATED.



ADDITIONAL PROPERTY INFORMATION
 LOCHAVEN 32300000013
 PIN # 124-00-01-011

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 88-19

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 19th 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 15, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

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
Public Health & Safety (EMS/fire) in miles	1.4 (Fire/Medic)
Utilities	Public
Character of the Area	Residential & Commercial

ADJACENT PROPERTIES

SF10	HC	HC
SF10	Subject Property	HC
SF10	HC	HC

COMMENTS

Comprehensive Plan District: Urban Corridors **Overlay/Area Plan:** West Hwy 544 Overlay

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.

Previous rezoning 2009-06-001 (Ord. #64-09) from HC (Highway Commercial) to PDD for warehouse and distribution to support a bakery.

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: There was no public input. Steve Powell was present to address questions and concerns.

TRANSPORTATION INFORMATION

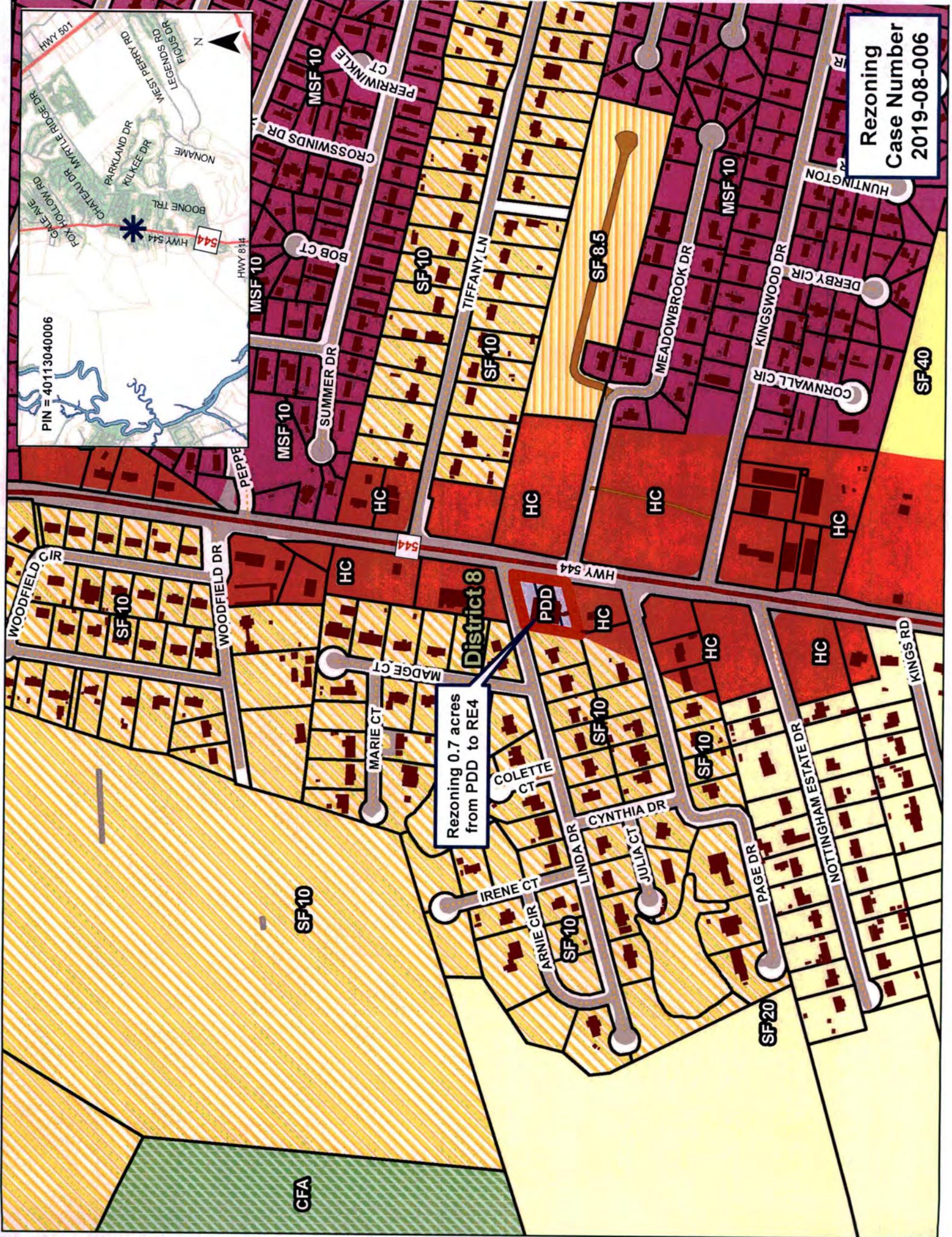
Daily Trips based on existing use / Max Daily Trips based on current zoning	50/250	Existing Road Conditions	State, Paved, Four Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	100/500	Rd, Station, Traffic AADT (2017) % Road Capacity	SC 544, Station 241 34,600 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 19th 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 15, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	G3 Engineering (843) 237-1001 (Energov # 046374)	Rezoning Request #	Ord 89-19 2019-08-001
PIN #	2440000022	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
---	-------------------------

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

NO. 1	DATE	REVISIONS



GB ENGINEERING
 P.O. BOX 2666
 PALMER ISLAND, SC 29966
 PHONE: 843.237.1001
 www.GBEngineering.org

RIDGE RD. TRACT
 PREPARED FOR
FRED RICHARDSON
 CONCEPTUAL SITE PLAN

SCALE: 1" = 40'

DATE: 11/13/18

PROJECT NO.: 18-001

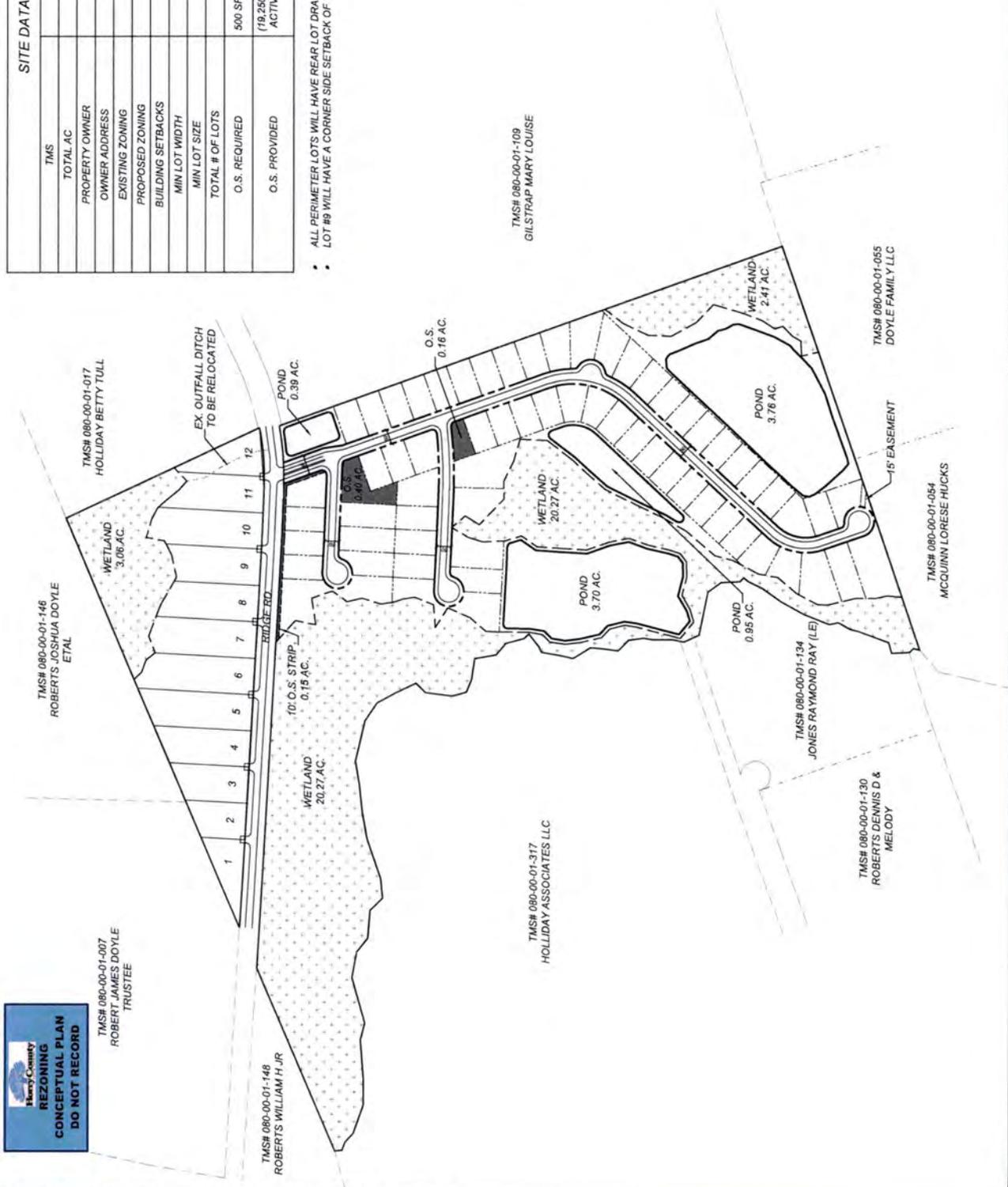
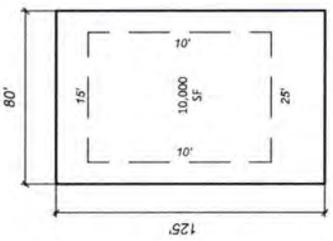
REVISION NO.: 01

DATE: 11/13/18

C-1
 SHEET

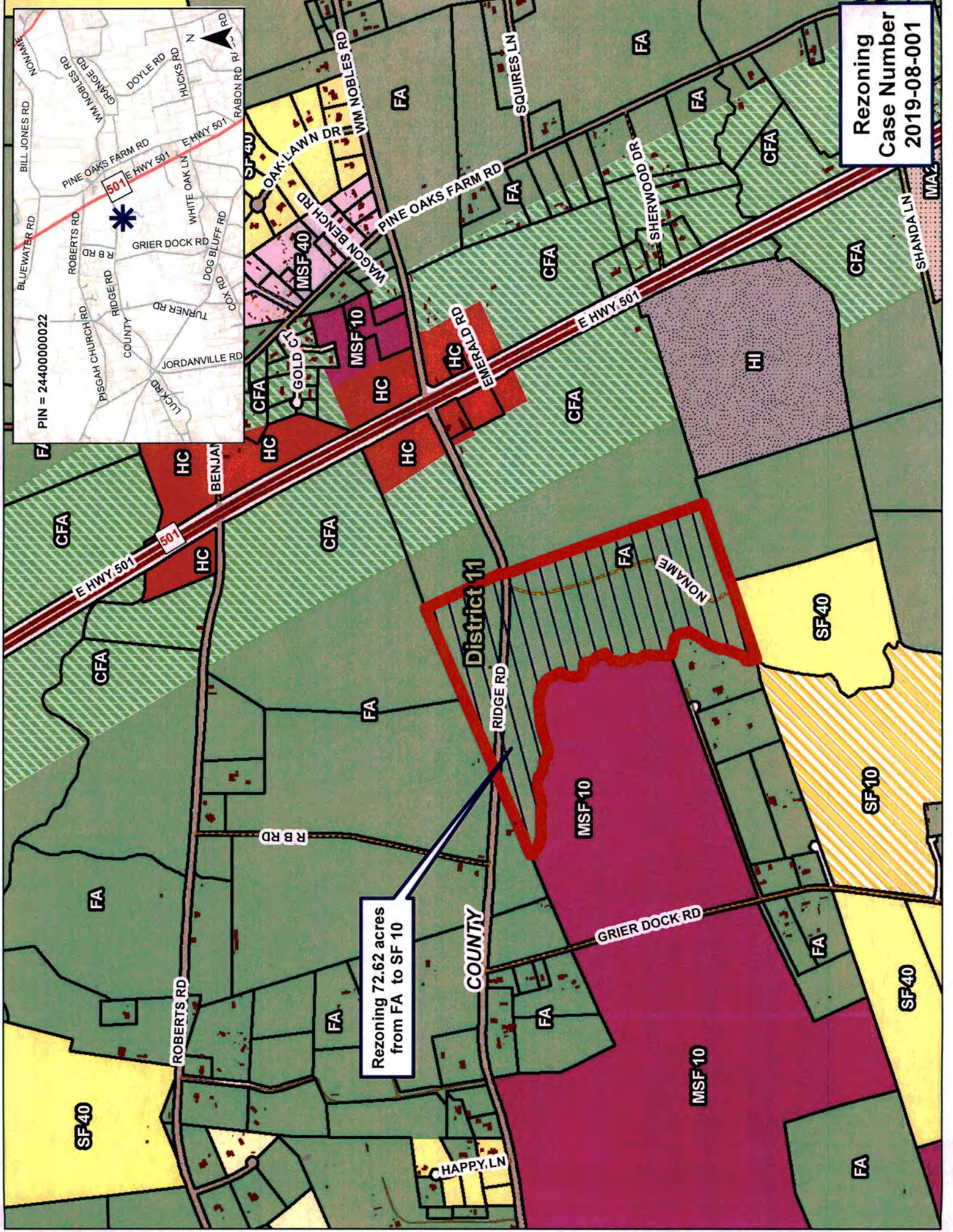
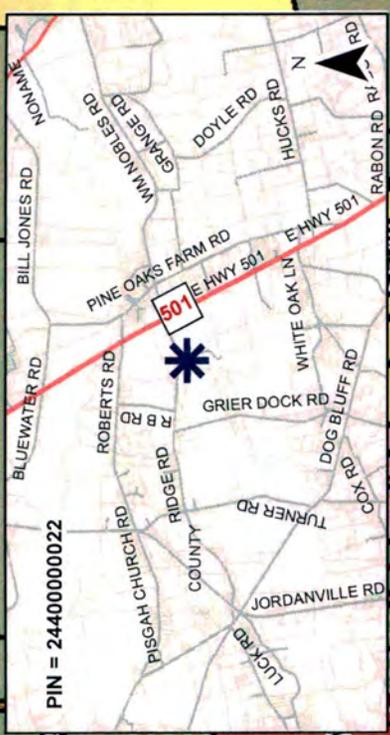
SITE DATA	
TMS#	0800001144
TOTAL AC	72.62 AC
PROPERTY OWNER	FLOYD ROBERT M JR
OWNER ADDRESS	P.O. BOX 208 AYNOR, SC 29511
EXISTING ZONING	FA
PROPOSED ZONING	SF-10
BUILDING SETBACKS	F-25' S-10' R-15'
MIN LOT WIDTH	70'-0"
MIN LOT SIZE	10,000 SF
TOTAL # OF LOTS	78
O.S. REQUIRED	500 SF / LOT: 500' * 78 = 39,000 SF OR 0.89 AC. (19,250 SF WETLAND/POND O.S.) + 31,323 SF ACTIVE O.S.) = 50,573 SF OR 1.16 AC. TOTAL
O.S. PROVIDED	O.S.

- ALL PERIMETER LOTS WILL HAVE REAR LOT DRAINAGE
- LOT #9 WILL HAVE A CORNER SIDE SETBACK OF 15'



Henry County
REZONING
CONCEPTUAL PLAN
DO NOT RECORD

Rezoning
Case Number
2019-08-001



Rezoning 72.62 acres
from FA to SF 10

District 11

COUNTY

COUNTY OF HORRY

)
)
)

Ordinance 98-19

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 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 19th 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 15, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

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
--	-------------------------

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

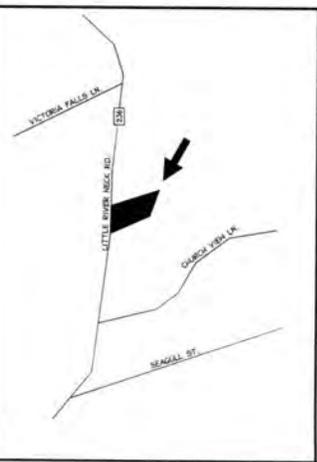
TRANSPORTATION INFORMATION

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
 - THIS PROPERTY IS LOCATED IN THE FLOOD ZONE AS SHOWN ON THE FLOOD ZONE MAP DATED AUG. 23, 1999. THIS PLAT IS NOT THE BASIS FOR FLOOD ZONE DETERMINATION OR FLOOD ZONE RELATED ISSUES. A DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY, IT IS NOT TRANSFERABLE 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, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC 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, 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 RESURVEY OF PARCEL DESCRIBED IN DEED BOOK 3785, 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-EVALUATION CERTIFICATE
 THE PROPERTY OWNER OF RECORD HEREBY ACKNOWLEDGES THAT HE/SHE HAS REVIEWED THIS SURVEY AND IS SATISFIED WITH THE ACCURACY OF THE SAME AND HAS NOT BEEN REQUIRED TO RETURN THE SAME TO THE SURVEYOR FOR REVISION OR CORRECTION. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY AND DOES NOT EXTEND TO THE USE OF THE SURVEY FOR ANY PURPOSE OTHER THAN THAT INTENDED BY THE SURVEYOR. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY AND DOES NOT EXTEND TO THE USE OF THE SURVEY FOR ANY PURPOSE OTHER THAN THAT INTENDED BY THE SURVEYOR.

PROPERTY OWNER _____
 DATE _____

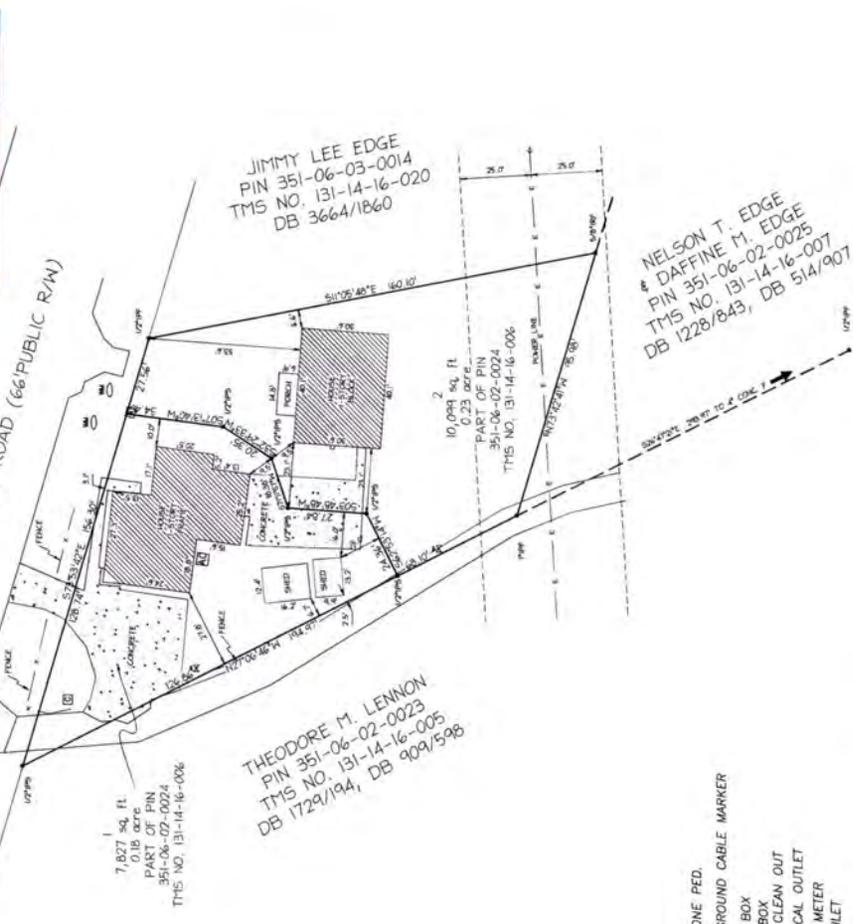
FILE: _____
 SCALE: 1" = 50'
 CHECKED BY: R.A.P.
 DRAWN BY: T.M.W.
 DATE: 06/18/2019
 JOB NO. 19-52

REVISION _____
 SANDRA JONES & LEE O. EDGE
 PREPARED FOR:
 LITTLE RIVER TOWNSHIP, Horry County, SOUTH CAROLINA
 BOUNDARY
 PIN 351-06-02-0024
 PARCEL SPLIT SURVEY



ATLANTIC SURVEYING
 1087 REDMI MIX ROAD, UNIT 1
 LITTLE RIVER, S.C. 29566
 PHONE: 843-399-4260

Horry County
REZONING
CONCEPTUAL PLAN
DO NOT RECORD



JIMMY LEE EDGE
 PIN 351-06-03-0014
 TMS NO. 131-14-16-020
 DB 3664/1860

NELSON T. EDGE
 & DAFFINE M. EDGE
 PIN 351-06-02-0025
 TMS NO. 131-14-16-007
 DB 1228/843, DB 514/907

THEODORE M. LENNON
 PIN 351-06-02-0023
 TMS NO. 131-14-16-005
 DB 1729/194, DB 909/598

7,827 sq. ft.
 0.18 acre
 PART OF PIN
 351-06-02-0024
 TMS NO. 131-14-16-006

10,094 sq. ft.
 0.23 acre
 PART OF PIN
 351-06-02-0024
 TMS NO. 131-14-16-006

- 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



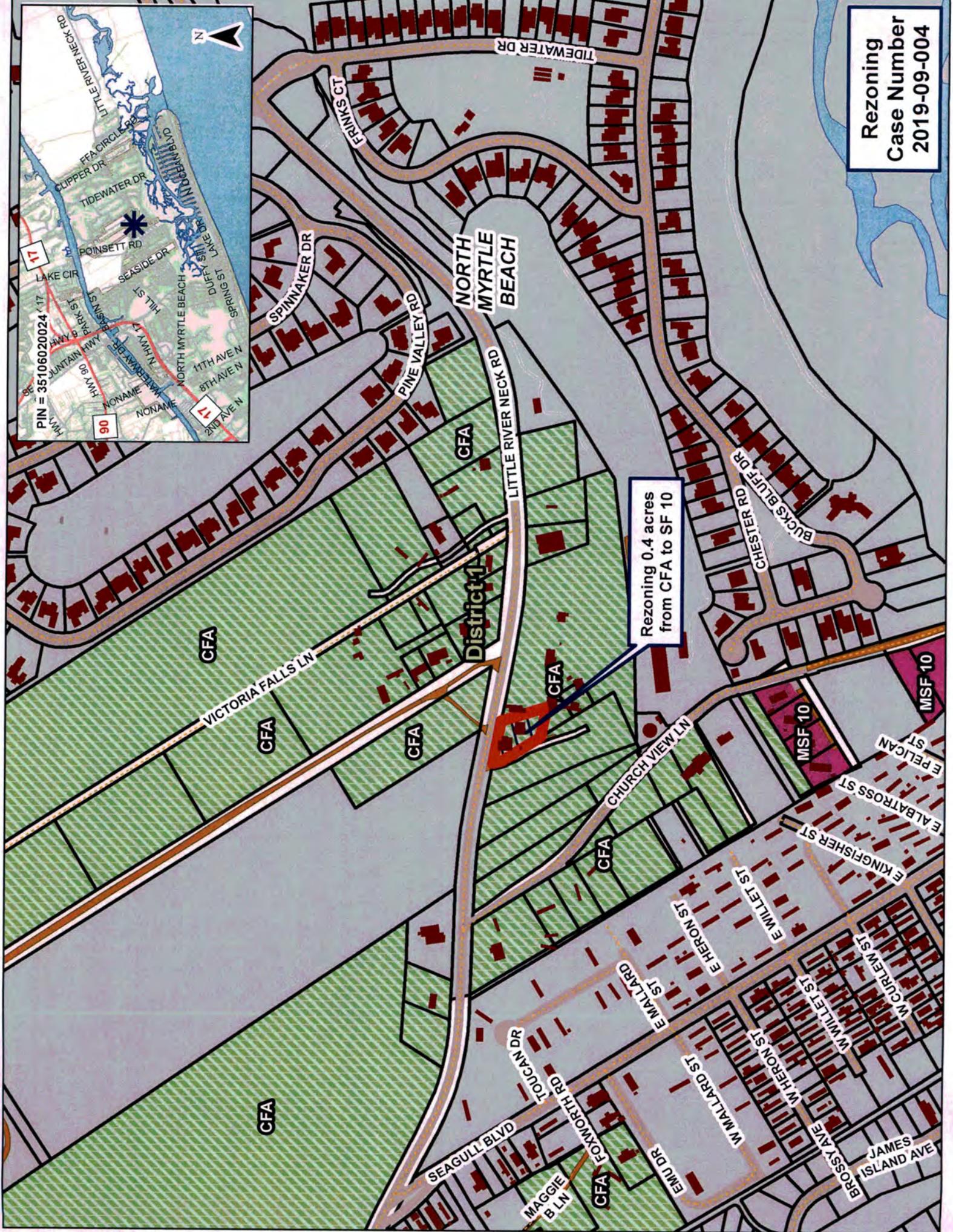
CERTIFICATE OF OWNERSHIP AND DEDICATION
 I, the undersigned, being duly sworn, depose and say that the owner(s) of the property shown on this plat is/are the person and that I/we hereby adopt this plat with my/our free consent and that I/we hereby dedicate all items as specifically shown or indicated on said plat.

Name(Print) _____ Signed _____ Date _____
 Name(Print) _____ Signed _____ Date _____

I hereby state that to the best of my professional knowledge, information, and belief, this plat 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. PRALITE, P.L.S. No. 17227

Rezoning
Case Number
2019-09-004



Rezoning 0.4 acres
from CFA to SF 10

District 1

CFA

CFA

CFA

CFA

CFA

MSF 10

MSF 10

CFA

CFA

SEAGULL BLVD

MAGGIE B LN

TOUCAN DR

FOXWORTH RD

E MALLARD ST

EMU DR

W MALLARD ST

HERON ST

WILLET ST

WILLET ST

WILLET ST

WILLET ST

WILLET ST

HERON ST

E WILLET ST

E KINGFISHER ST

E ALBATROSS ST

E PELICAN ST

CHURCH VIEW LN

VICTORIA FALLS LN

LITTLE RIVER NECK RD

NORTH MYRTLE BEACH

PIVE VALLEY RD

SPINNAKER DR

FRANKS CT

TIDEWATER DR

CHESTER RD

BUCKS BLUFF DR

JAMES ISLAND AVE

BROSS AVE

W CUREW ST



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 19th 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 15, 2019
Second Reading:	November 5, 2019
Third Reading:	November 19, 2019

ATTACHMENT A
Summary of Waterway Plantation Multi-family (PDD) Amendment
ORDINANCE # _____

HCPD Case # 2019.09.008
 PINs 4190000333 & 4190000334

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		LOCATION INFORMATION		ADJACENT PROPERTIES		
Current Zoning	PDD	Flood and Wetland Information	X	PDD	PDD	PDD
Proposed Zoning	PDD	Public Health & Safety (EMS/fire) in miles	3 (Fire)	PUD	Subject Property	PDD
Proposed Use	Single-family residential	Utilities	Public	PUD	PUD	CFA
		Character of the Area	Residential & Commercial			

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.

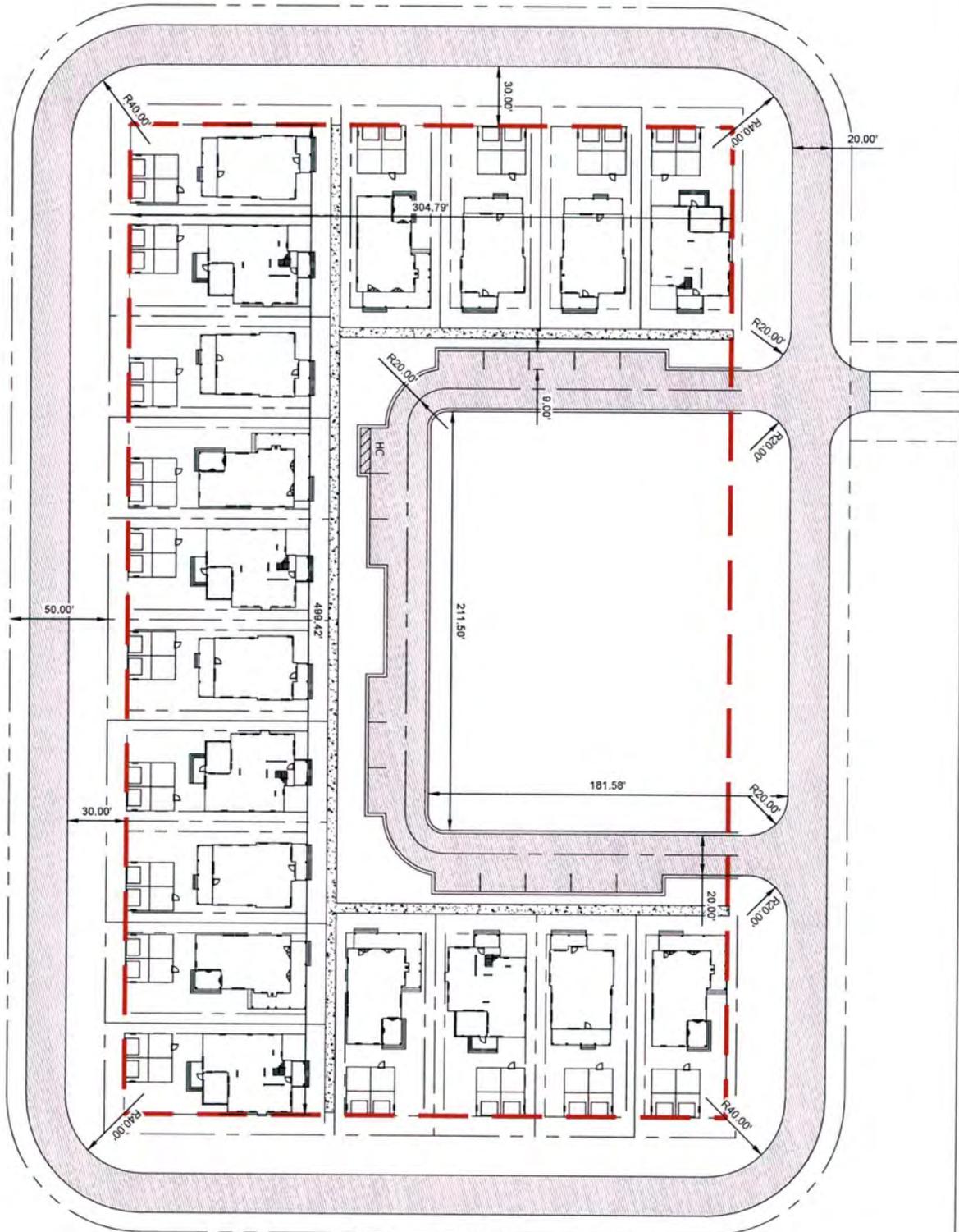
This parcel is designated as **Scenic & Conservation** in the **IMAGINE 2040** comprehensive plan.

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 Pltn)	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

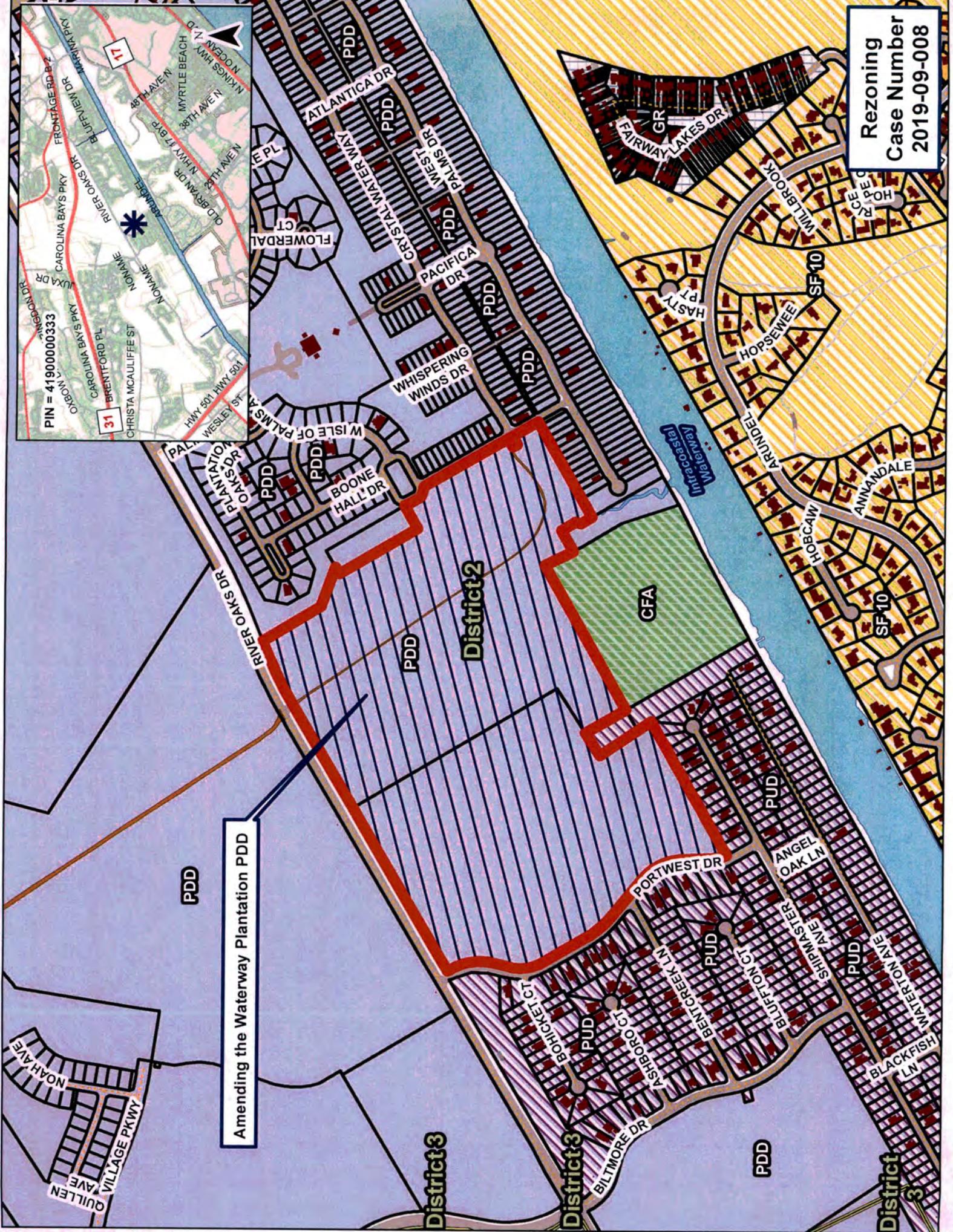
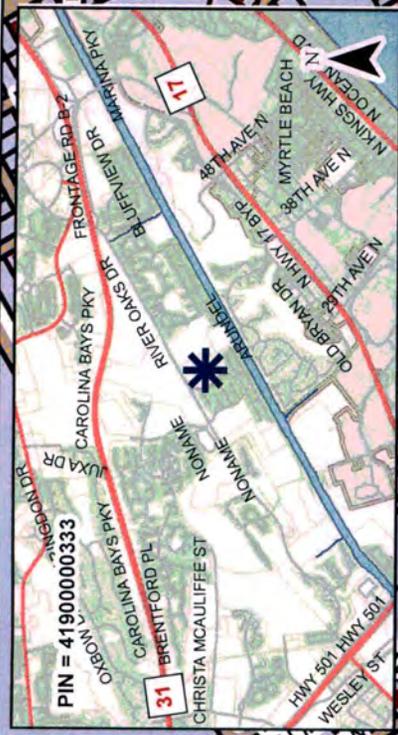
JOB NO.: 19.107
 SCALE: 1:50 XREF
 DRAWN BY: BJW
 CHECKED BY: WAG
 DATE: 08/27/2019
 EXHIBIT NUMBER:

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

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

Ordinance 100-19

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 19th 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

First Reading: October 15, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

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

Current Zoning	CFA
Proposed Zoning	MRD3
Proposed Use	Residential Subdivision

LOCATION INFORMATION

Flood and Wetland Information	X	CFA	SF10	PUD
Public Health & Safety (EMS/fire) in miles	3.25 (Fire/Medic)	Department of Transportation	Subject Property	SF7
Utilities	Public	MSF20	PUD	SF6
Character of the Area	Residential & Commercial			

ADJACENT PROPERTIES

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. Two points of access are proposed, one direct access to Sun Light Drive and one connection through an adjacent PUD (Weatherly) to Forestbrook Road.

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



Collins Tract, Horry County, South Carolina
 171-00-01-039 / 428-00-00-0004
 178-00-04-035 / 428-00-00-0001 (PORTION)



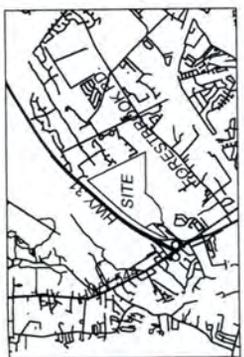
SCALE: 1" = 40'

NO.	DATE	REVISION DESCRIPTION
1		ISSUED FOR CONSTRUCTION
2		REVISION FOR COMMENTS
3		REVISION FOR COMMENTS
4		REVISION FOR COMMENTS
5		REVISION FOR COMMENTS
6		REVISION FOR COMMENTS
7		REVISION FOR COMMENTS
8		REVISION FOR COMMENTS
9		REVISION FOR COMMENTS
10		REVISION FOR COMMENTS

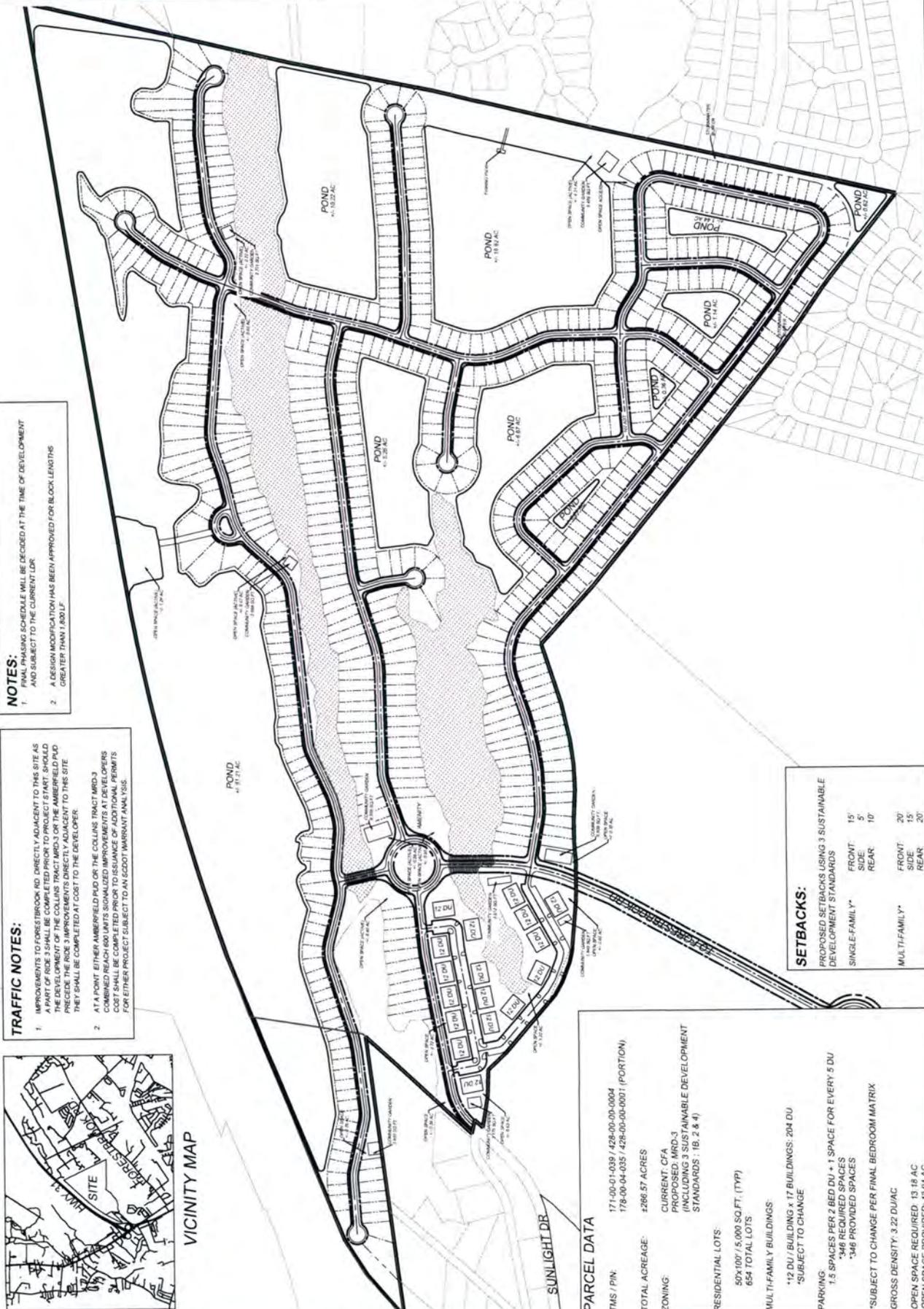
PREPARED FOR: R. COLLINS
 COLLINS TRACT
 HORRY COUNTY, SOUTH CAROLINA
 CONCEPTUAL PLAN
 SCALE: 1" = 40'
 DATE: 10/20/2023
 DRAWN BY: RDR
 CHECKED BY: JMS
 PROJECT NO: 23001
 SHEET NO: 1
 TOTAL SHEETS: 1

NOTES:
 1. FINAL PHASING SCHEDULE WILL BE DECIDED AT THE TIME OF DEVELOPMENT AND SUBJECT TO THE CURRENT LDR.
 2. A DESIGN MODIFICATION HAS BEEN APPROVED FOR BLOCK LENGTHS GREATER THAN 1,000 LF.

TRAFFIC NOTES:
 1. IMPROVEMENTS TO FOREST BROOK RD. DIRECTLY ADJACENT TO THIS SITE AS A PART OF RIDE 3 SHALL BE COMPLETED PRIOR TO PROJECT START. SHOULD 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.
 2. AT A POINT EITHER AMBERFIELD PUD OR THE COLLINS TRACT MRD-3 COMBINED REACH 100 UNITS SIGNALIZED IMPROVEMENTS AT DEVELOPERS COST SHALL BE COMPLETED PRIOR TO ISSUANCE OF ADDITIONAL PERMITS FOR EITHER PROJECT SUBJECT TO AN SCDOT WARRANT ANALYSIS.



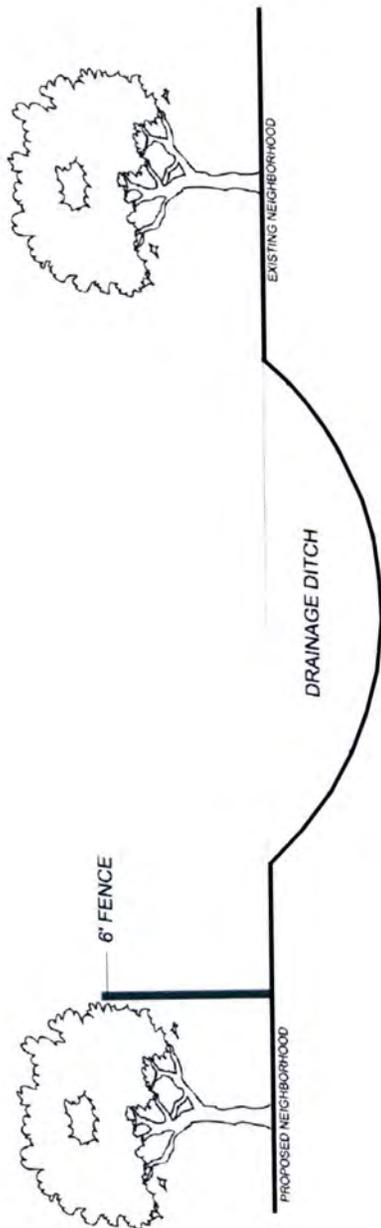
VICINITY MAP



SETBACKS:
 PROPOSED SETBACKS USING 3 SUSTAINABLE DEVELOPMENT STANDARDS

SINGLE-FAMILY*	FRONT: 15'
	SIDE: 5'
	REAR: 10'
MULTI-FAMILY*	FRONT: 20'
	SIDE: 5'
	REAR: 20'

PARCEL DATA
 TMS / PIN: 171-00-01-039 / 428-00-00-0004
 178-00-04-035 / 428-00-00-0001 (PORTION)
 TOTAL ACREAGE: ±288.57 ACRES
 ZONING: CURRENT: CFA
 PROPOSED: MRD-3 (INCLUDING 3 SUSTAINABLE DEVELOPMENT STANDARDS: 1B, 2 & 4)
 RESIDENTIAL LOTS:
 50'x100' / 5,000 SQ.FT. (TYP)
 654 TOTAL LOTS
 MULTI-FAMILY BUILDINGS:
 *12 DU / BUILDING x 17 BUILDINGS: 204 DU
 *SUBJECT TO CHANGE
 PARKING:
 1.5 SPACES PER 2 BED DU + 1 SPACE FOR EVERY 5 DU
 *48 REQUIRED SPACES
 *48 PROVIDED SPACES
 *SUBJECT TO CHANGE PER FINAL BEDROOM MATRIX
 GROSS DENSITY: 3.22 DU/AC
 OPEN SPACE REQUIRED: 13.18 AC
 OPEN SPACE PROVIDED: 13.94 AC



STORMWATER BUFFER (TYP)

WIDTH 30'

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 42800000021 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# 42800000021; 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# 42800000021 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
 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:

First Reading: October 15, 2019
 Second Reading: November 5, 2019
 Third Reading: November 19, 2019

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	MSF20	MSF20	PUD
Public Health & Safety (EMS/fire) in miles	2 (Fire/Medic)	Dept. of Transportation	Subject Property	PUD
Utilities	Public	HC	CFA	PUD
Character of the Area	Residential & Commercial			

ADJACENT PROPERTIES

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

COUNTY OF HORRY)

)
)
)

Ordinance 102-19

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 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 19th 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 15, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

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 Loreda 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
--	-------------------------

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. 45051C0660 IN 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 or record holder acknowledges that the surveyed parcel(s) and/or tract remainder has not been reviewed to determine the availability of on-site waste disposal systems or that 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'

LANDS OF
CAROLINA BAYS PARKWAY



ROWE PROFESSIONAL SERVICES COMPANY
Engineering • Surveying • Aerial Photography / Mapping
Landscape Architecture • Planning
511 Roadway Street, Myrtle Beach, SC 29577
Tel: 843.444.1020 Fax: 843.448.3936
www.rowespc.com

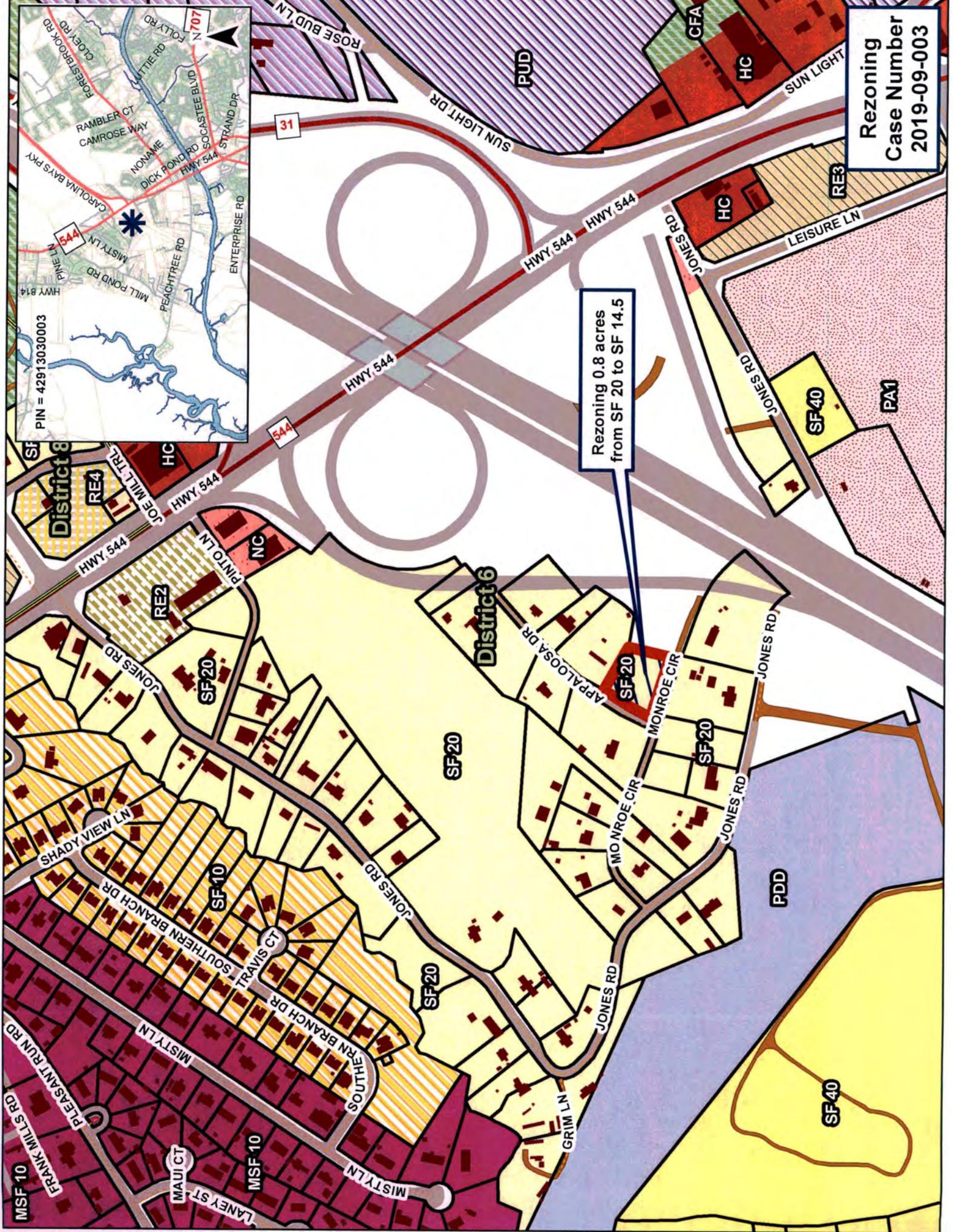
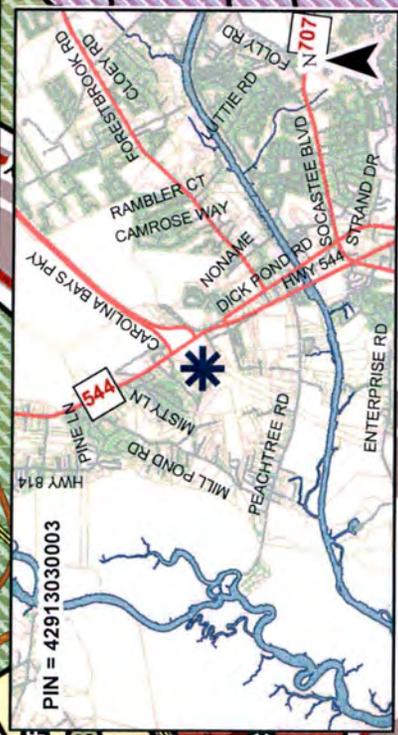
MINOR SUBDIVISION PLAT OF
PIN 42913030003
FOR OMERLO LOREDO
0.8 ACRES OF LAND ON MONROE CIRCLE
TOWN OF SOCASTEE SOUTH CAROLINA

STATE OF SOUTH CAROLINA
PROFESSIONAL SURVEYORS
000866
AARON F. LEACH

SHEET NO. **1**
A.C.S. No. 17S0019
DWG # C-0108

Rezoning
Case Number
2019-09-003

Rezoning 0.8 acres
from SF 20 to SF 14.5



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 19th 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 15, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

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			

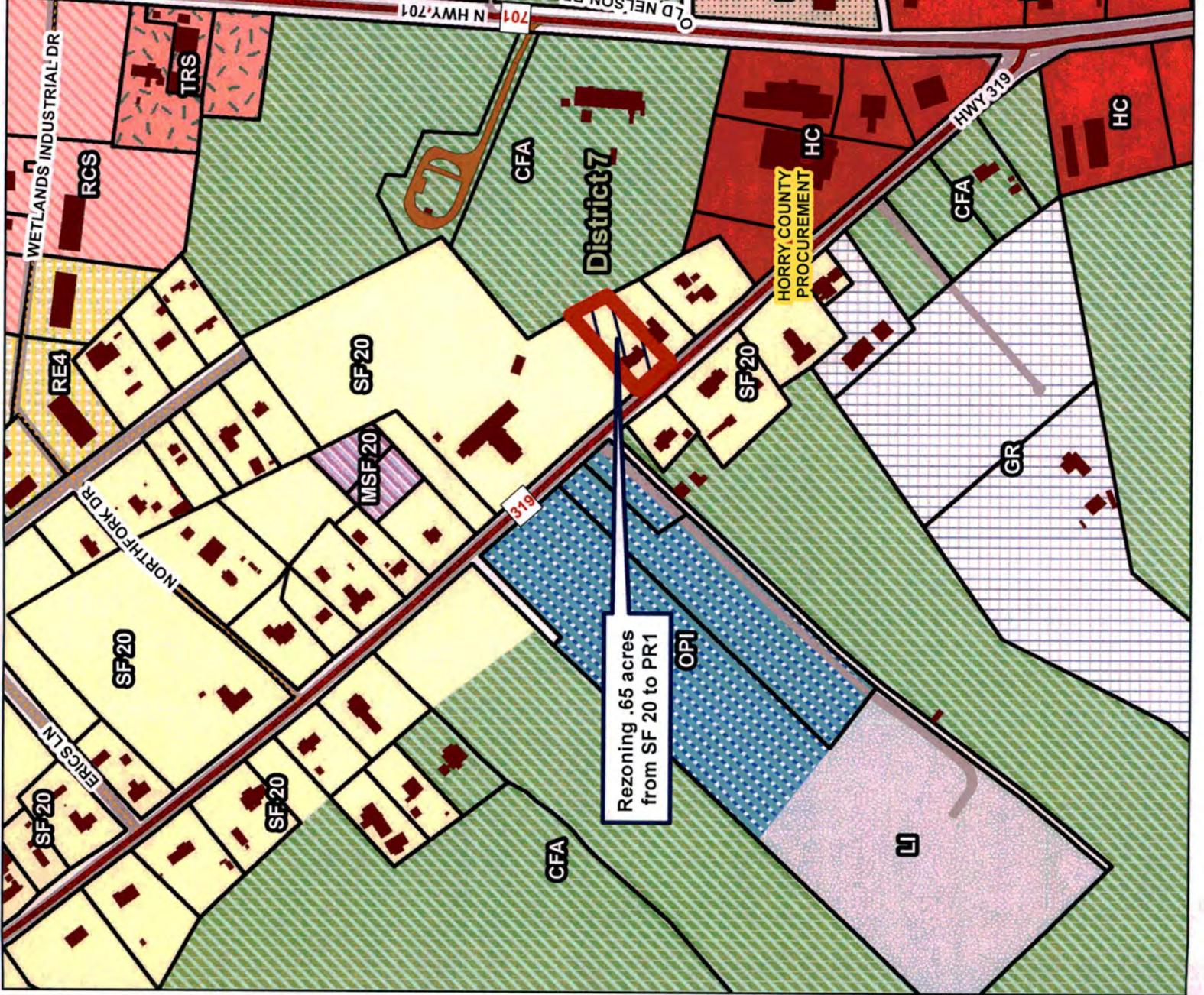
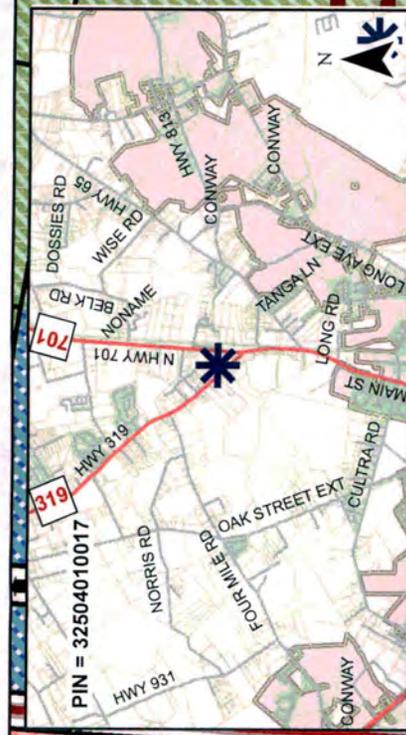
DIMENSIONAL STANDARDS

	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

PIN = 32504010017

COUNTY OF HORRY)

STATE OF SOUTH CAROLINA)

Ordinance 104-19

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 19th 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 15, 2019
Second Reading: November 5, 2019
Third Reading: November 19, 2019

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	FA	FA	SF40
Public Health & Safety (EMS/fire) in miles	1.25 (Fire)	FA	Subject Property	FA
Utilities	Public	FA	FA	FA
Character of the Area	Residential			

ADJACENT PROPERTIES

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



NOTES

- 1) 5' SIDEWALK ON ONE SIDE OF ROAD
- 2) SIDEWALK ON OTHER SIDE OF ROAD
- 3) 10' SIDEWALK ON ONE SIDE OF ROAD
- 4) 10' SIDEWALK ON OTHER SIDE OF ROAD
- 5) 10' SIDEWALK ON ONE SIDE OF ROAD
- 6) 10' SIDEWALK ON OTHER SIDE OF ROAD
- 7) 10' SIDEWALK ON ONE SIDE OF ROAD
- 8) 10' SIDEWALK ON OTHER SIDE OF ROAD
- 9) 10' SIDEWALK ON ONE SIDE OF ROAD
- 10) 10' SIDEWALK ON OTHER SIDE OF ROAD

LAYOUT NOTES

SEE LAYOUT NOTES FOR THE FOLLOWING:

- 1) FRONT YARD SETBACK = 15 FT.
- 2) SIDE YARD SETBACK = 5 FT. (ALLOWING 7.5 FT. SIDE YARD)
- 3) REAR YARD SETBACK = 10 FT.
- 4) MAX. LOT WIDTH = 70' MAX.
- 5) AVAILABLE FRONT FOOTPRINT = 40' MAX. (70' DEEP)
- 6) AVAILABLE REAR FOOTPRINT = 40' MAX. (70' DEEP)

UNIT SUMMARY

PHASE 1: 10 LOTS (WEST PARCEL)
 PHASE 2: 10 LOTS (WEST PARCEL)
 PHASE 3: 10 LOTS (WEST PARCEL)
 TOTAL: 30 LOTS



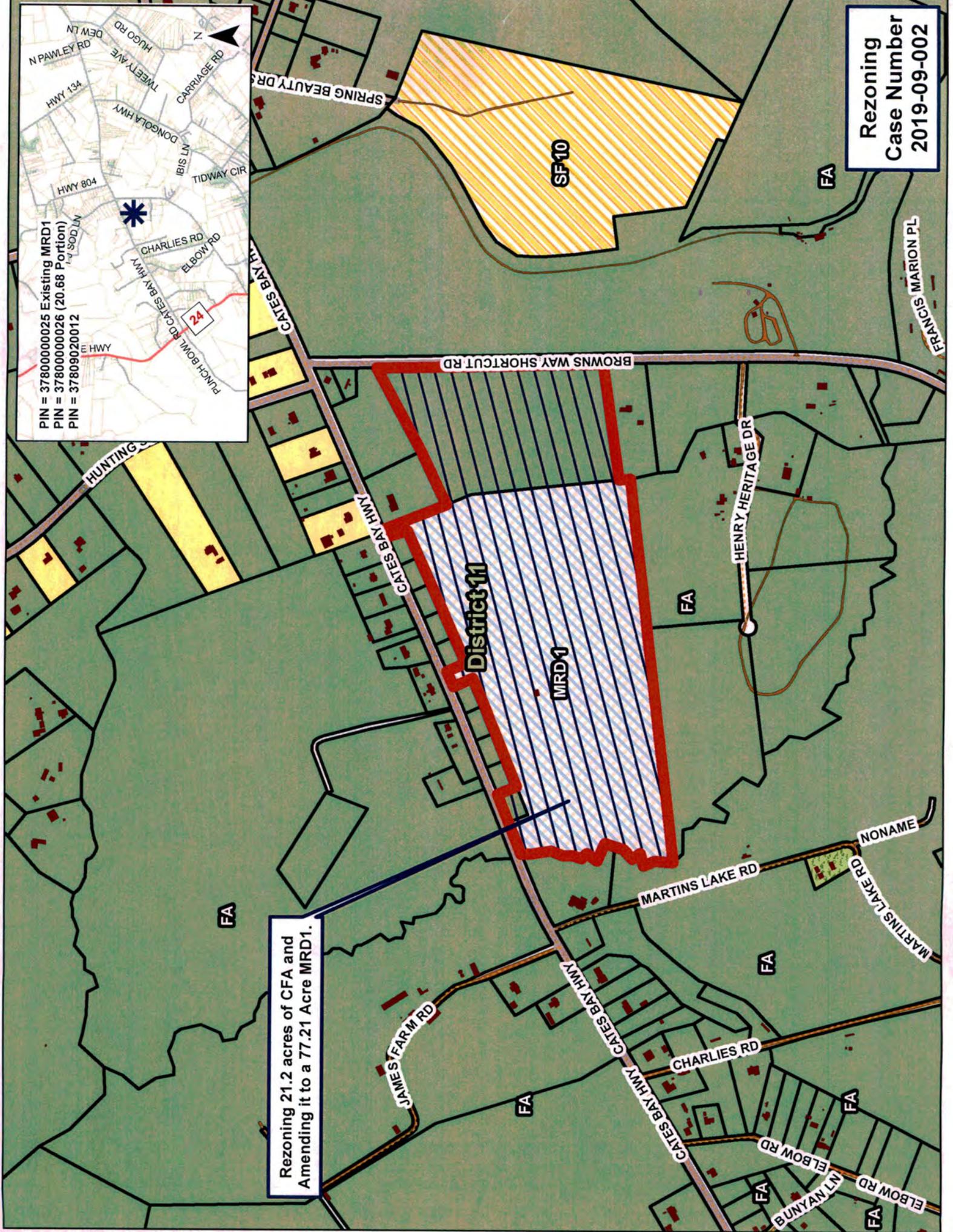
PRELIMINARY REVISIONS 100 YEAR FLOODPLAIN LIMITS
 PER FEMA MAP 45051C0000H, DATED SEPTEMBER 11, 2015

EFFECTIVE 100 YEAR FLOODPLAIN LIMITS
 PER FEMA MAP 45051C0000H, REVISED AUGUST 23, 1999

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)
STATE OF SOUTH CAROLINA)

ORDINANCE 108-19

AN ORDINANCE TO AMEND APPENDIX B, ZONING ORDINANCE OF THE HORRY COUNTY CODE OF ORDINANCES PERTAINING TO THE RURAL TOURISM PERMIT.

WHEREAS, Horry County Planning and Zoning staff inadvertently omitted a provision in the Rural Tourism Ordinance which excluded parcels zoned Residential; and,

WHEREAS, Horry County Planning Commission and I&R Committee recommended approval of this ordinance including this provision; 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 XIII, Section 1304.1.** Section 1304.1 of the Zoning Ordinance is hereby amended as follows:

(All text in ~~strikethrough~~ shall be deleted and all text shown **underlined and bolded** shall be added)

1304.1 - Rural Tourism permit.

All owners and operators seeking the establishment of Rural tourism activities as defined herein shall be required to obtain a Special Exception from the Zoning Board of Appeals.

(A) Intent.

To support economic growth in rural areas while simultaneously preserving open space and farm land. The permit may provide relief from certain commercial standards that are inconsistent with the surrounding rural character.

(B) Permitted activities.

1. Rural Tourism activities are permitted provided:

a. The parcel is a minimum of 20 acres or 20 total contiguous acres and within a Rural area, Rural Corridors, Rural Community, Rural Activity Center, Transitional Growth Area, Scenic Conservation, or Preserved Open Space as identified on the active future land use map; and

b. The parcel is not zoned Residential; and

~~c. b.~~ Rural Tourism Activities shall comply with Table 1, Operation Designations. Rural Tourism does not include amusement activities specified in the AM1 & AM2 zoning districts unless expressly stated in the table below.

2. The requirements of Chapter 13, Article III (Noise Control) of the County Code shall be met.

3. If plans include use of a building onsite, a courtesy inspection will be made by Horry County Code Enforcement to ensure the building complies with accepted safety standards.

4. Upon approval, the Rural Tourism Activity may be exempt from Landscaping and Buffering requirements and Article XI of the Horry County Zoning Ordinance.

5. No event shall exceed 499 attendees at one time, unless a Special Event permit has been approved.

(C) *Application procedures.*

1. A completed Rural Tourism Special Exception application shall be made to the Planning and Zoning Department. Applications shall include the following:

b. A master plan identifying all existing and proposed: structures, parking areas, ingress and egress, restroom facilities and uses.

c. An operation plan that includes planned event days, type of activity and hours of operation.

TABLE 1

<i>Activities</i>	<i>Definition</i>
Agricultural Activities	These activities can include, but are not limited to: rent-a-row, you-pick operations, harvest market
Education Classes/ Tours	Classes/ tours focused on rural or agricultural education. (i.e. bird watching, flora and fauna identification, farm / rural tours, farm / rural museum, fishing instruction, kayak or paddle board instruction)
Food Service, including, Food Trucks	On-site consumption of food, to include Farm to Table events
Rural Activities	These activities can include, but are not limited to: zip lines, motorized and non-motorized trail rides (does not include racing activities), horseback riding, kayaking, fishing and petting zoos.
Rural Retail	Nurseries and the sale of agricultural products, produce and value added products.
Seasonal Activities	These activities can include, but are not limited to: corn mazes, haunted houses/ forests, egg hunts, and holiday light displays
Events	These events can include, but are not limited to: weddings, birthdays, and corporate events

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 _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019
Second Reading:
Third Reading:

County Council Decision Memorandum
Horry County, South Carolina

Date: November 4th, 2019
From: Planning and Zoning
Division: Infrastructure & Regulation
Prepared By: Desiree Jackson, Assistant Zoning Administrator
Cleared By: David Schwerd, Director of Planning
Regarding: Rural Tourism Amendment

ISSUE:

Should Horry County Council approve the exclusion of residential zoning districts from Rural Tourism?

PROPOSED ACTION:

Approve the proposed revision to the Rural Tourism Permit to exclude residential zoning districts.

RECOMMENDATION:

I&R recommended Approval on August 20, 2019.

Planning Commission recommended Approval on July 11, 2019.

Staff recommends Approval.

BACKGROUND:

County Council approved Rural Tourism on October 15, 2019. Staff inadvertently provided council with a version of the ordinance which omitted a provision that excluded residential zoning districts. This provision was added by Planning Commission, and I&R reviewed and recommended approval of Rural Tourism with this provision included in the ordinance.

ANALYSIS:

The proposed text amendment would exclude residential zoning districts from requesting Rural Tourism. This was the original intent of the Rural Tourism ordinance.

2) Amendment of Official Zoning Maps of Horry County:

Parcels of land identified by PINs 39700000012 & 39714010002 constituting 15.0+/- acres currently zoned Planned Development District (PDD) is herewith amended and is restricted to the uses as found in Attachment A - "Summary of Carolina Forest Storage Planned Development District (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 _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019

Second Reading:

Third Reading:

ATTACHMENT A
Summary of Carolina Forest Storage Development District (PDD) Amendment
ORDINANCE # _____

HCPD Case # 2019.10.005
 PINs 39700000012 & 39714010002

The Planned Development District (PDD) for the Carolina Forest Storage includes the development of 15.0+/- acres located on Carolina Forest Boulevard in Horry County, South Carolina.

GENERAL PROVISIONS

1. Permitted Uses

Proposed Use	Acreage	Percentage of Project
Miniwarehouse storage units	10 ac +/-	66%
Main office, including rental activities, security monitoring of the site, ancillary sales, and property manager residence.		
Accessory Structures		
Additional storage site	5 ac +/-	33%

2. Dimensional Standards and Project Density

Proposed Use	Min. Lot Area	Setback				Height ^(a)
		Front	Side	Rear	Side Corner	
Mini-warehouse Facilities	15 ac +/-	25'	10'	15'	N/A	35'

(a) All storage buildings will be limited to a single story.

SPECIAL PROVISIONS

1. Open Space Requirements

(a) Open space shall meet or exceed the 5% upland open space provision as required.

2. Lighting

(a) Lighting located along the rear and sides of the site will be positioned in such a way as to avoid lighting the surrounding properties. These lights will be motion sensor activated.

3. Perimeter Fence (must be completed prior to receiving Certificate of Occupancy)

(a) A minimum 6ft tall opaque privacy fence will be installed according to the conceptual plan.

4. Outside Storage

Automobiles, trailers, boats, RVs, campers, and other similar vehicles shall be permitted to be stored on site.

5. Tenant Businesses

(a) Tenants will not be allowed to operate a business out of a storage unit.

6. Signage

- (a) The main business signage will be ground mounted (monument style).
- (b) Off-premise signage will conform to the requirements of the neighborhood commercial regulation in section 1010 of the zoning ordinance.

7. Building Design

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Mead & Hunt (Energov # 047025)	Rezoning Request #	2019-10-005
PIN #	39700000012 & 39714010002	County Council District #	2 – Howard 3 - DiSabato
Site Location	2100 Carolina Forest Boulevard in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Chase Storage II, LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	15

ZONING DISTRICTS

Current Zoning	PDD
Proposed Zoning	PDD
Proposed Use	Additional Storage

LOCATION INFORMATION

Flood and Wetland Information	X	GR	GR	GR
Public Health & Safety (EMS/fire) in miles	2.4 (Fire/Medic)	GR	Subject Property	MRD3
Utilities	Public	GR	GR	MRD3
Character of the Area	Residential & Commercial			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Suburban Corridors	Overlay/Area Plan: None
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Discussion: The applicant is requesting to amend the PDD for additional storage allowances for automobile, trailers, recreational vehicles, and similar vehicle storage. Permitted uses within the PDD include miniwarehouse storage units; main office including rental activities, security monitoring of the site, ancillary sales, and property manager residence; accessory structures; and outdoor storage of vehicles. This request is to amend the site plan to allow an additional 2 acres of outdoor storage of vehicles with the conditions of 1) 50ft natural buffer between fence line and property line with Plantation Lakes (Residential); 2) Fence line parallel to Carolina Forest Boulevard will not encroach any closer than 75 ft.; 3) Front of parcel 75 ft. buffer will remain with the exception of stormwater lakes, features, and infrastructure such as stormwater and water lines/fire lines.

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

Public Comment: 11/7/2019 There was no public input. Jeff Miller was present to address questions and concerns.

TRANSPORTATION INFORMATION

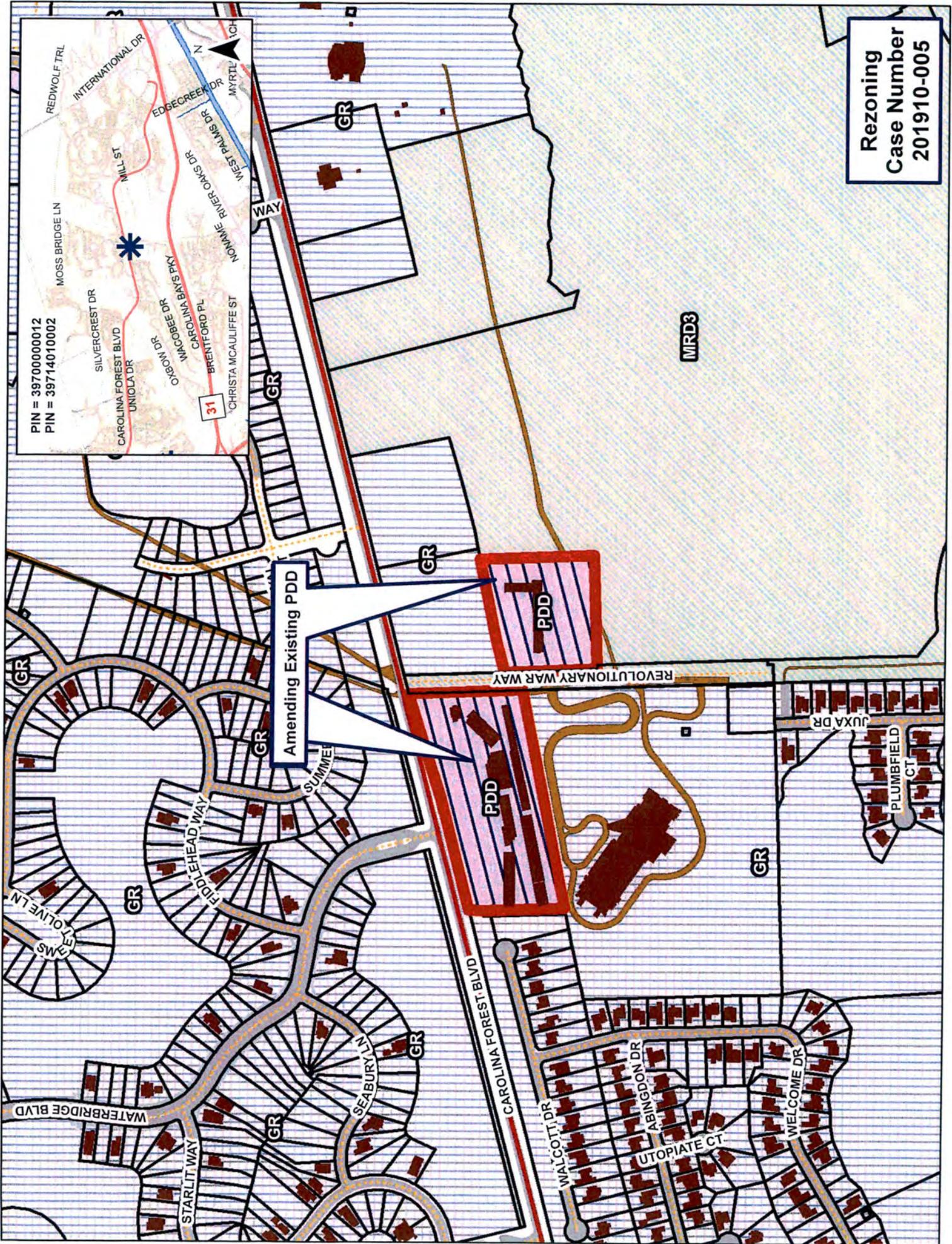
Daily Trips based on existing use / Max Daily Trips based on current zoning	75 / 75	Existing Road Conditions	County, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	100 / 100	Rd, Station, Traffic AADT (2017) % Road Capacity	County Rd, Carolina Forest Blvd 18,200 AADT 90% - 95%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PDD	PDD	GR	MRD3		
Min. Lot Size (in square feet)	15 acre	15 acre	6,000	6,000		
Front Setback	25	25	20	25		
Side Setback	10	10	10	10		
Rear Setback	15	15	15	15		
Bldg. Height	35	35	35	40		

Date Advertised: 10/17/2019 Date Posted: 10/9/2019 # Property Owners Notified: 37 Date Notification Mailed: 10/17/2019 Report Date: 10/17/2019 BY: sm

Rezoning
Case Number
201910-005



PIN = 39700000012
PIN = 39714010002

Amending Existing PDD

MRD3

PDD

PDD

GR

31

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

ORDINANCE 110-19

AN ORDINANCE TO AMEND THE ZONING ORDINANCE, APPENDIX B OF THE HORRY COUNTY CODE OF ORDINANCES; AND TO APPROVE THE REQUEST TO AMEND ORDINANCE # 15-14, THE PLANNED DEVELOPMENT DISTRICT (PDD) FOR FANTASY HARBOUR (AKA HARD ROCK THEME PARK PDD) (PIN 4260000016) CONSTITUTING A TOTAL OF 129.63+/- 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 Fantasy Harbour 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 Fantasy Harbour Planned Development District (PDD) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request; and

WHEREAS, no provision of this ordinance shall 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 "Summary of Fantasy Harbour Planned Development District (PDD) Amendment Ordinance # _____," and Exhibit A entitled "Conceptual Site Plan; Fantasy Harbour Planned Development District.

2) Amendment of Official Zoning Maps of Horry County:

Parcels of land identified by PIN 42600000016 constituting 129.63+/- acres currently zoned Planned Development District (PDD) is herewith amended and is restricted to the uses as found in Attachment A - "Summary of Fantasy Harbour Planned Development District (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 _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019
Second Reading:
Third Reading:

ATTACHMENT A
Summary of Fantasy Harbour Planned Development District (PDD) Amendment
ORDINANCE # _____

HCPD Case # 2019.10.007
PIN 4260000016

The Planned Development District (PDD) for Fantasy Harbour includes the development of approximately 135.39+/- acres bound, more or less, by Outlet Boulevard, George Bishop Parkway, Harbour Boulevard, and programmed Fantasy Harbour Bridge in Horry County, South Carolina.

GENERAL PROVISIONS

1. Permitted Uses

a. Amusement District

The principal land use of the proposed POD is a (69± acres) Theme Park featuring an assortment of single-themed attractions and rides; electronic game arcades; character and street performers; concert and show facilities to accommodate live-action stunt shows, multi-media and live entertainment venues; live animal, bird and reptile displays; pyrotechnic and laser light displays; active and passive open space; film, video and performing arts theaters; film production and sound stages; music, broadcast, dance and visual art studios; special historic displays, pavilions and museums.

The proposed Theme Park will also incorporate a wide variety of transient accommodations, retail commercial, and food and beverage establishments, to include: hotels, motels, and tourist homes; coffee shops, ice cream shops, family restaurants and grills; food carts and snack bars; thematic bars and nightclubs; antique shops, boutiques, kiosks, and vendor carts; commercial marina; wedding chapels and churches; hobby, craft and photography studios.

Administrative, management, human resources, sales and marketing offices; employee training facilities and break rooms, dressing rooms, and rehearsal studios; nursery or daycare center; surface and structured parking facilities; warehouse, materials storage, fuel depot, fabrication, maintenance and production facilities; food preparation and catering facilities; control and operations center; specially secured spaces (i.e., vault, counting room, computer network room, chemical and pyrotechnics storage); employee and public restrooms; medical office and first aid stations; public safety/security facilities; guardhouses; ticket booths; veterinary office and kennels; service yards; solid waste management facilities and other customary accessory uses will also be located within the proposed POD.

b. Distribution District

1. All uses currently allowed in the Approved PDD.
2. All uses allowed in Horry County's Light Industrial (LI) District.

3. All commercial retail and wholesale uses.
4. Brewery, distillery and winery.
5. Indoor and Outdoor storage including climate controlled storage.
6. Office uses.
7. Government offices and services.
8. Public utilities.
9. Transportation and distribution services.
10. Light manufacturing and assemblage.
11. Construction and manufacturing services.
12. Assembly and worship.
13. Automotive distribution, maintenance and vehicle storage.
14. Warehousing.
15. Commercial indoor recreation.
16. Automotive/RV/Boat/surplus storage.
17. Business storage.
18. Cold storage.
19. Mini storage.
20. Indoor aquaculture.
21. Indoor agriculture.
22. Landscape/Nursery retail and wholesale.
23. Parking (indoor and outdoor).
24. Convenience store.
25. Recreational vehicle accommodations.
26. Commercial (in-common).
27. Produce, fruit, dairy and juice processing, bottling, and distribution.
28. Furniture and home goods warehousing, distribution, sales and manufacturing.

2. Temporary Uses

a. Amusement District

- i. Not Permitted

b. Distribution District

- i. Distribution

3. Dimension Standards

Proposed Use**	Lot Area (in sq. ft.)	Density (units/lot s per acre)	Setbacks (in feet)				Height (in feet)*
			Front	Side	Rear	Corner Side	
Theme Park	NA	NA	25'	25'	25'	25'	175'
Structured Parking	NA	NA	25'	10'	10'	10'	75'
Distribution District	5,000	NA	0	0	0	0	60'

*Such building or structure will not interfere with any airport approach zones or flight patterns. All structures will comply with the requirements of the Building and Fire Safety Codes adopted by Horry County.

** A minimum 25' Building Setback is required along the entire perimeter of the project site.

4. Parking Standards
a. Amusement District *

Parking Type*	Minimum Parking Space	Minimum Driveway Width Parking Angle (in degrees)					
		30	45	60	70	80	90
Surface Parking – One Way Aisles	9' x 18'	11'	13'	18'	19'	22'	22'
Surface Parking – Two Way Aisles	9' x 18'	22'	22'	22'	22'	22'	22'
Structured Parking (Phase II)	9' x 19'	22'	22'	22'	22'	22'	22'

*Handicapped Parking Spaces will be provided in conformance with the requirements of the ADA and standards adopted by Horry County.

Proposed Use	Parking Required	Parking Proposed
Amusement (Theme) Park & Commercial Recreational Uses	1 space per 4 patrons @ maximum occupancy	1 space per 100 sf GFA
Outdoor Recreational	1 space per 4 patrons @ maximum occupancy	
Outdoor Theater	1 space per 3 patrons @ maximum occupancy	
Arcades & Billiard Parlors	1 space per 200 sf GFA	
Theaters & Auditoriums	1 space per 3 (fixed) seats 1 space per 150 sf GFA (no fixed seating)	
Commercial Retail & Office Uses	1 space per 300 sf GFA	
Restaurants, Lounges, Nightclubs	1 space for each 3 seating accommodations + 1 space per 2 employees on largest shift OR 1 space per 100 sf GFA whichever is greater	
Miniature Golf	2 spaces per hole	
Skating Rink, Ice Rink & Skate Park	1 space per 300 sf GFA	
Warehouse	1 space per 4,000 sf GFA	
Medical & Veterinary Offices	5 spaces per doctor	
Hotels, Motels, Tourist Homes	1 space per room or suite + 1 space per every 5 rooms + 1 space per 3 patrons @ maximum	

	capacity of meeting rooms	capacity of meeting rooms
Churches	1 space per 4 seats in main assembly room	1 space per 4 seats in main assembly room
Unique Land Uses not specifically mentioned	As determined by Zoning Administrator	As determined by Zoning Administrator
Handicapped Parking	20 spaces + 1 for every 100 over 1,000 spaces	20 spaces + 1 for every 100 over 1,000 spaces

Speed parking, an innovative parking management tool developed by the Entertainment Industry, will be used to minimize traffic congestion on public roads and maximize parking capacity and utilization. This type of parking system utilizes a special tandem configuration of (9' x 18') angle parking spaces, one-way and two-way driveways to facilitate extremely safe, convenient, rapid ingress and egress. A special commercial bus entry and terminal facility will be located at the main gate. Commercial vehicle and RV parking facilities will be provided both on-site and off-site, further mitigating traffic congestion on public streets and highways.

b. Distribution District

- i. No minimum parking requirement for the distribution district.
- ii. District is to be exempt from the current Horry County parking standards.
- iii. Existing parking fields within the district may be resurfaced and or reconfigured as needed per phase.
- iv. Additional parking fields within the district may be allowed and shall be exempt from current Horry County Parking Standards.

5. Open Space

Open Space Description	Type of open space*			Acreage Required	Acreage Provided	Phase	Ownership	
	Common	Active	Passive				Public	Private
Theme Park	NA	12.0	2.0	8.0	14	I	0%	100%
Theme Park	NA	9.0	1.0	8.0	10	II	0%	100%
Surface Parking					78±	I	0%	100%
Lakes & Ponds					24±	I	0%	100%

Heavily programmed Common Open Spaces will be located throughout the proposed Theme Park, and may include plazas, boardwalks, streets and shaded lawns. Active recreational Open Space may include an amphitheater, fixed and festival seating areas, parade route, outdoor game courts, children's playground, BMX track, and inline skate and skateboard park. Passive recreational Open Spaces may include family picnic areas, outdoor seating, water fountains and sculpture garden.

6. Landscaping

a. Amusement District

- i. Minimum 15 trees per acre for each developed acre of land not in ponds or lakes.
- ii. No greater than 25 parking spaces in a row without Landscape Island break on sites for park patron parking. No minimum spacing between trees or parking spaces.
- iii. 7' strip required around standard parking areas

- iv. To reiterate; buffers not required as the proposed PDD is located within an existing commercial district surrounded by an existing road

b. Distribution District

- i. Perimeter landscape improvements to be installed per phase as shown in table below and in the general location depicted in Exhibit B “Fantasy Harbour Phasing Plan” along George Bishop Parkway and Fantasy Harbour Boulevard.
- ii. Minimum 25% evergreen variety.
- iii. No Landscaping shall be required between districts and or phases.

Landscaping Schedule*	
Phase 1A	7 understory trees & 148 shrubs
Phase 1B	2 understory trees & 21 shrubs
Phase 1C	3 understory trees & 16 shrubs
Phase D	2 understory trees & 12 shrubs
Phase 2A	1 understory trees & 3 shrubs
Phase 2B	0 understory trees & 0 shrubs
Phase 2C	0 understory trees & 0 shrubs
Phase 2D	9 understory trees & 56 shrubs
Phase 3	21 understory trees & 146 shrubs
Phase 4	6 understory trees & 35 shrubs

*If encroachment for landscaping within the right of way is not granted, all landscaping will be required internal to the project’s bounds.

7. Signage

a. Amusement District

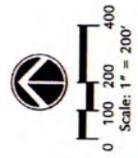
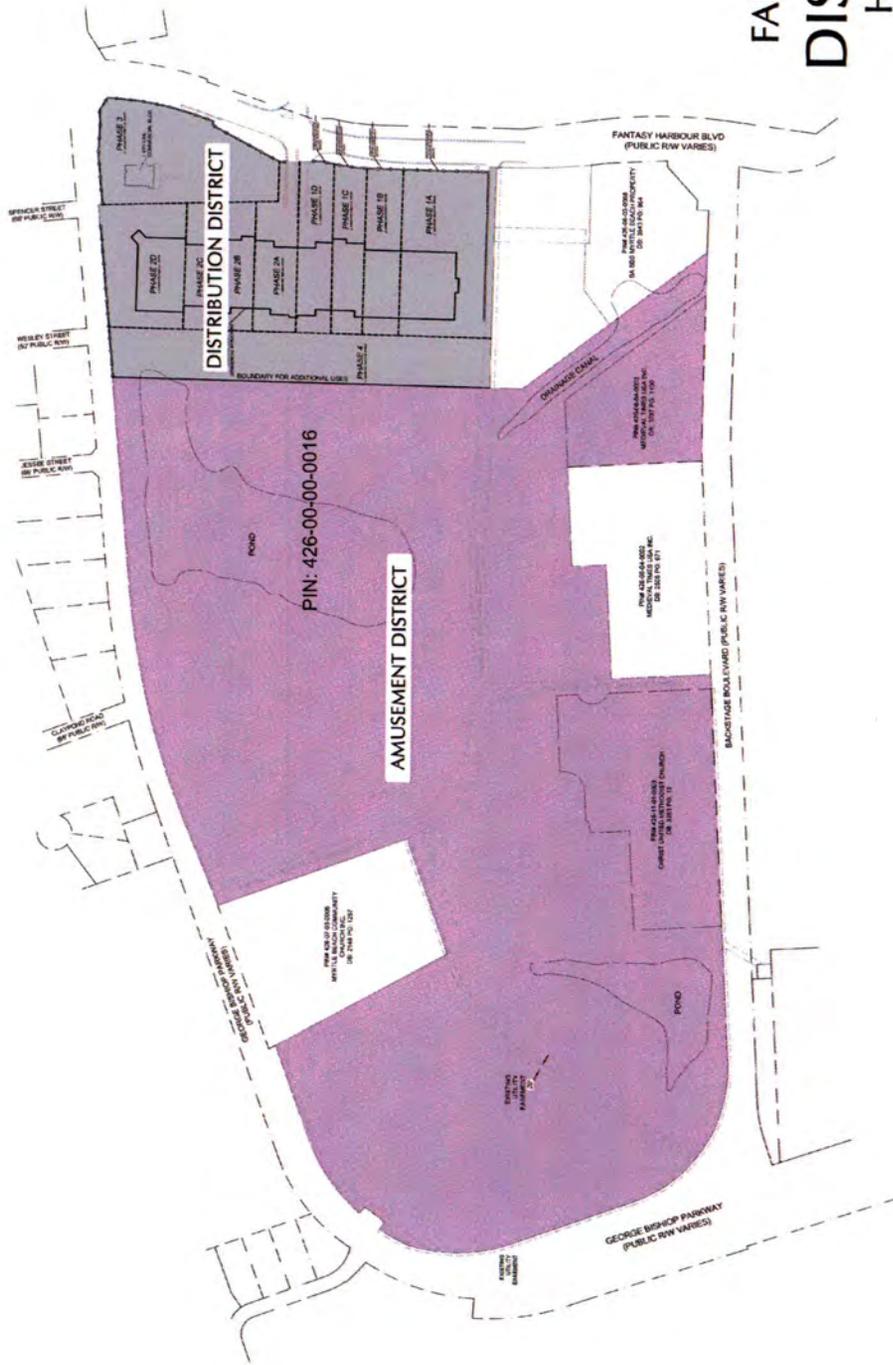
- i. Beacon, laser, search or stroboscopic light or reflector which may be visible from the public right-of-way may not reflect or emit glaring light so as to impair driver vision, nor shall the source be visible from adjacent property.
- ii. Animated signs are allowed.
- iii. Flags and pennants associated with outdoor amusements uses within the PDD district.
- iv. On and off-site directional signs no taller than 10’ or 32 sf in area.
- v. One freestanding identification sign for religious, public, and recreational or other permitted land uses provided it shall not exceed 40 sf in area nor 10’ in height.
- vi. Hotels and motels and other commercial uses shall be permitted business identification signs. One freestanding sign shall be allowed per street frontage not to exceed 25’ in height or 200 sf in area.
- vii. Wall signs are allowed that do not exceed 15% of the surface area of the wall For property with road frontage greater than 400 feet, 1 additional on premise sign will be allowed for each additional 400 feet of road frontage; not to exceed 100 feet in height.
- viii. Wall signs shall not exceed 50% of the surface area.
- ix. Banners shall not be attached to utility poles.

b. Distribution District

- i. Signage will be required to comply with Horry County Sign Ordinances.

8. Exhibits (attached):

- A. Exhibit A- Fantasy Harbour District Plan.
- B. Exhibit B- Fantasy Harbour Phasing Plan.



FANTASY HARBOUR DISTRICT PLAN

Horry County, SC

Prepared For: FTTP BISHOP PARKWAY LLC
10/10/2019

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	DDC Engineers (Energov # 047044)	Rezoning Request #	2019-10-007
PIN #	4260000016	County Council District #	4 - Loftus
Site Location	Fantasy Harbor in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	FFTP Bishop Parkway, LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	135.39

ZONING DISTRICTS

Current Zoning	PDD
Proposed Zoning	PDD
Proposed Use	Additional Uses

LOCATION INFORMATION

Flood and Wetland Information	X	HC	LI	HC
Public Health & Safety (EMS/fire) in miles	3 (Fire)	RE4	Subject Property	HC
Utilities	Public	HC	PDD	HC
Character of the Area	Residential and Commercial			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Urban Communities	Overlay/Area Plan: None
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Discussion: The applicant is requesting to amend the existing Fantasy Harbour (AKA Hard Rock/Freestyle Theme Park) PDD to create a warehousing/distribution district within the PDD. An existing 300,000 sqft building would serve as the primary terminal for the district. As proposed, the distribution district within the PDD would include all uses currently allowed, an additional 29 uses, and any combination of the current and additional uses. Proposed dimensional standards include 50' minimum lot width and 0' setbacks with a 60' height limit. The intent being to create fee-simple units within the existing structure. The site was formerly used for an amusement park including outdoor and indoor activities.

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

Public Comment: 11/7/2019 There was no public input. Sean Hoelscher was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	500 / 4,000	Existing Road Conditions	State, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	1,000 / 5,000	Rd, Station, Traffic AADT (2017) % Road Capacity	George Bishop Pkwy, Station 304 18,800 AADT 50% - 55%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	PDD	PDD	PDD	LI	HC	RE4
Min. Lot Size (in square feet)	5,000	NA	4 acre	21,780	10,000	21,780
Front Setback	0	25	25	50	50	50
Side Setback	0	25	25	20	10	10
Rear Setback	0	25	25	25	15	15
Bldg. Height	60	175	(25)	60	120	36

Date Advertised: 10/17/2019 Date Posted: 10/9/2019 # Property Owners Notified: 55 Date Notification Mailed: 10/17/2019 Report Date: 10/17/2019 BY: sm

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

Ordinance 111-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 45702020032 & 45702020033 FROM RESIDENTIAL (MSF10) 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 (MSF10) 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 45702020032 & 45702020033 and currently zoned Residential (MSF10) is herewith rezoned to Boating/Marine Commercial (BO1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

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

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

- | | |
|------------------------------|---------------------------|
| Harold G. Worley, District 1 | 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 19, 2019

Second Reading:

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Gary Ward (Energov # 047042)	Rezoning Request #	2019-10-008
PIN #	45702020032 & 45702020033	County Council District #	4 - Loftus
Site Location	Bay Rd & Freewoods Rd in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Entity Properties LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	2.8

ZONING DISTRICTS

Current Zoning	MSF10
Proposed Zoning	BO1
Proposed Use	Boat Repair and Storage

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2.6 (Fire/Medic)
Utilities	Public
Character of the Area	Residential & Commercial

ADJACENT PROPERTIES

SF40	PDD	PDD
MSF10	Subject Property	RE3
MSF10	MSF10	MSF6

COMMENTS

Comprehensive Plan District: Suburban Corridor	Overlay/Area Plan: Burgess Area Plan
<p>Discussion: The applicant is requesting to rezone to allow for boat storage and repair within an area that is predominately residential and is located near the commercial corridor of Highway 707. Enterprise Landing on the Waccamaw is located at the end of Bay Road and Osprey Marina is located off Enterprise Landing. The Grand Strand Water and Sewer Authority Schwartz Wastewater Treatment Plant is within the immediate neighborhood within a primarily residential area. As proposed, this rezoning would require 60' setbacks along Bay Road and Freewoods Road and a 25' landscape buffer to adjacent residential properties.</p> <p>The Burgess Community Area Plan identifies commercial nodes for future development. This rezoning request is outside of the commercial node identified at the intersection of Bay Rd. and Hwy 707.</p> <p>These parcels are designated as Suburban and Neighborhood Activity Center in the IMAGINE 2040 comprehensive plan.</p>	
<p>Public Comment: 11/7/2019 There was no public input. Steve Strickland and Gary Ward were present to address questions and concerns.</p>	

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 96	Existing Road Conditions	County, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	150 / 150	Rd, Station, Traffic AADT (2017) % Road Capacity	SC 707 , Station 247 23,400 AADT 65% - 70%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	BO1	MSF10	PDD (Cameron Village)	MSF6	MSF10	SF40
Min. Lot Size (in square feet)	10,000	10,000	10,000	6,000	10,000	40,000
Front Setback	60	25	30	20	25	50
Side Setback	10	10	20	10	10	20
Rear Setback	15	15	20	15	15	30
Bldg. Height	65	35	55	35	35	35

Date Advertised: 10/17/2019 Date Posted: 10/9/2019 # Property Owners Notified: 82 Date Notification Mailed: 10/17/2019 Report Date: 10/17/2019 BY: sm

COUNTY OF HORRY

)
)
)

Ordinance 112-19

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 44110020050 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO LIMITED MANUFACTURING AND INDUSTRIAL (MA1)

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 Limited Manufacturing and Industrial (MA1) 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 44110020050 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Limited Manufacturing and Industrial (MA1).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

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

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019
Second Reading:
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Robert S. Guyton (Energov # 047046)	Rezoning Request #	2019-10-009
PIN #	44110020050	County Council District #	6 - Crawford
Site Location	3835 Socastee Blvd in Myrtle Beach	Staff Recommendation	Approval
Property Owner Contact	Pure Assets, LLC	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	0.78

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	MA1
Proposed Use	Agricultural Processing

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2.3 (Fire/Medic)
Utilities	Public
Character of the Area	Commercial & Residential

ADJACENT PROPERTIES

HC	HC	HC
CFA	Subject Property	MSF6
RE4	RE4	MSF6

COMMENTS

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

Discussion: The applicant is requesting to rezone an office property within Socastee Industrial Park to allow for agricultural hemp processing. Several rezoning requests for retail have occurred in the immediate vicinity. The property is located off of Socastee Boulevard within a neighborhood containing a mix of residential and commercial zoning districts. A shared driveway provides vehicle access to the property and the parcel does not have frontage on Socastee Boulevard.

The MA1 (Limited Manufacturing and Industrial District) zoning is intended for manufacturing that does not pose environmental or safety hazards for nearby businesses or residents. Permitted uses would include processing of food or substances for human consumption, pool service companies, automobile storage, autobody shops including painting and upholstery, professional offices, warehouses, trade shops, wholesale suppliers, and printing/publishing industries.

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

Public Comment: 11/7/2019 Martin Dawsey recused himself. There was no public input. Shep Guyton was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	75 / 250	Existing Road Conditions	State, Paved, Four-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	100 / 250	Rd, Station, Traffic AADT (2017) % Road Capacity	SC 707, Station 249 21,800 AADT 60% - 65%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MA1	CFA (Com/Res)	HC	MSF6	RE4	CFA (Com/Res)
Min. Lot Size (in square feet)	21,780	43,560/21,780	10,000	6,000	21,780	43,560/21,780
Front Setback	50	60/25	50	20	50	60/25
Side Setback	25	25/10	10	10	10	25/10
Rear Setback	25	40/15	15	15	15	40/15
Bldg. Height	60	35	120	35	36	35

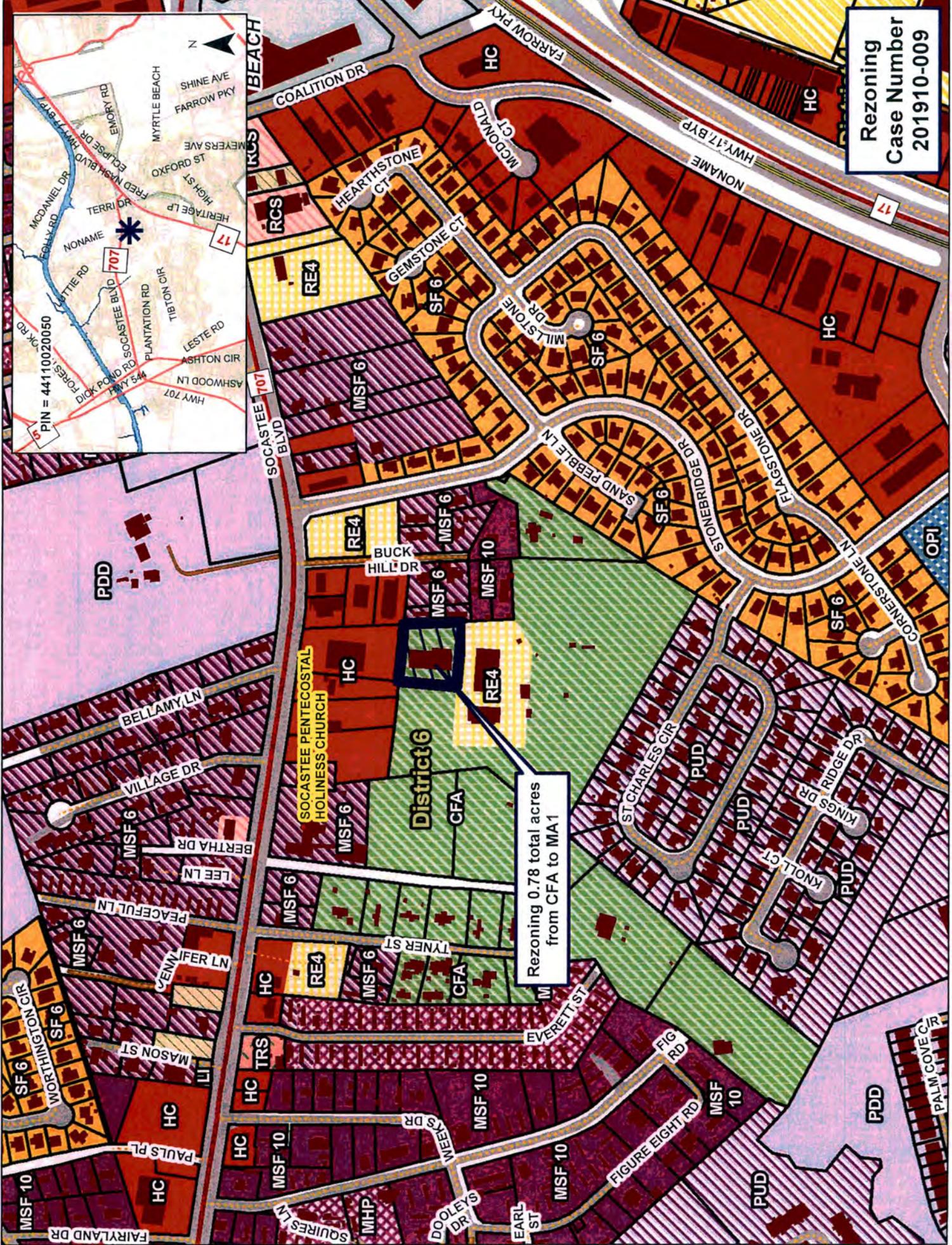
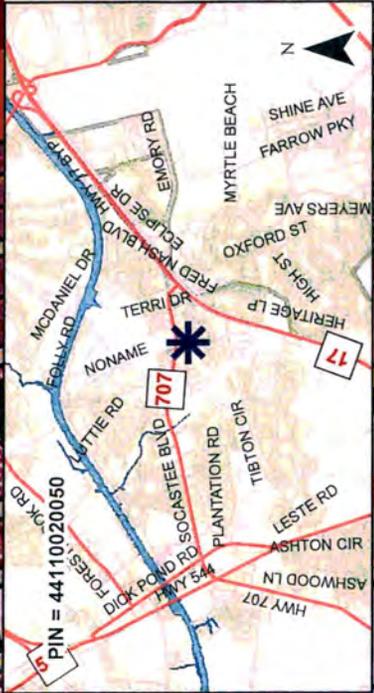
Date Advertised: 10/17/2019

Date Posted: 10/9/2019 # Property Owners Notified: 32

Date Notification Mailed: 10/17/2019

Report Date: 10/17/2019 BY: sm

Rezoning
Case Number
201910-009



COUNTY OF HORRY)

)
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)

Ordinance 113-19

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 32500000002 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 32500000002 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 _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019

Second Reading:

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	South Causeway Builders LLC (843) 458-2793 (Energov # 046137)	Rezoning Request #	Ord. 86-19 2019-07-006
PIN #	32500000002	County Council District #	7 - Bellamy
Site Location	Four Mile Rd & Oak St in Conway	Staff Recommendation	Disapproval
Property Owner Contact	South Causeway Builders LLC	PC Recommendation	Approval 5:4
		Size (in acres) of Request	129

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	SF10
Proposed Use	Residential Subdivision

LOCATION INFORMATION

Flood and Wetland Information	X & A
Public Health & Safety (EMS/fire) in miles	3.2
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

FA	FA	SF40
SF10	Subject Property	CFA
CFA	CFA	CFA

COMMENTS

Comprehensive Plan District: Suburban Corridor & Transitional Growth Area **Overlay/Area Plan:** 319 Area Plan

Discussion: The applicant is requesting to rezone to allow a residential development consisting of 202 single family detached units with a minimum lot size of 10,000 sq. ft. As shown, the project would have a gross density of **1.6 units/ac** and a net density of **2.0 units/ac**. The preliminary wetlands assessment identifies 27.2 acres of wetlands. The project proposes three points of access onto Four Mile Rd. One of the access points is via cul-de-sac oriented along the center of the project.

The parcel falls within the bounds of the 319 Area Plan, which was adopted in 2011, post the adoption of the Envision 2025 Comprehensive Plan (2008). The Goals and Strategies of the 319 Area Plan included; limiting the impact of residential growth by assuring new residential development reflects the rural character of the area. To achieve the referenced goal, the area plan encourages limiting further subdivision of land for residential purposes to a minimum of ½ acre in size.

The adjacent project, The Summit, was rezoned to SF10 in 2005, and consists of 52 lots with a gross density of **1.9 units/ac**.

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

Request was deferred on 8/1/19 & 10/3/19
9/17/16 County Council remanded to Planning Commission for reconsideration.

Public Comment: 11/7/2019 Rebecca Harper, Jody Nyers, and Tamara Tindal spoke in opposition of the request. Their concerns were traffic, stormwater, flooding, and lot size. Forrest Beverly was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 1,000	Existing Road Conditions	State, Paved, Two lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	1,616 / 2,000	Rd, Station, Traffic AADT (2018) % Road Capacity	Four Mile Rd, Station 665 2,800 ADT 15-20%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	SF10	CFA (com/res)	CFA (com/res)	SF40	SF10	
Min. Lot Size (in square feet)	10000	43560/21780	43560/21780	40000	10000	
Front Setback	25	60/25	60/25	50	25	
Side Setback	10	25/10	25/10	20	10	
Rear Setback	15	40/15	40/15	30	15	
Bldg. Height	35	35/35	35/35	35	35	

Date Advertised: 7/1/19 Date Posted: 7/1/19 # Property Owners Notified: 54 Date Notification Mailed: 7/1/19 Report Date: 7/1/19 BY: sm



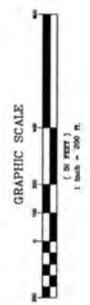
DN ENGINEERING INC.
 4664 DOCK ROAD
 CONWAY, SC 29526
 PHONE: 843-365-0187
 FAX: 843-365-0301
 EMAIL: SNOBRES@COAST.NET

PRELIMINARY SITE PLAN
 WALLER FARM PROJECT
 NEW RESIDENTIAL SUBDIVISION
 LOCATED AT THE INTERSECTION OF FOUR MILE ROAD
 & OAK STREET, IN Horry County, SOUTH CAROLINA
 PREPARED FOR
 BEVELLY HOMES

SCALE: 1" = 100'
 DATE: 05/11/2011
 DRAWN BY: J. DANFORD
 CHECKED BY: J. DANFORD
 APPROVED BY: J. DANFORD

SHEET NUMBER:
 C1
 1 of 1

Horry County
REZONING PLAN
CONCEPTUAL PLAN
DO NOT RECORD



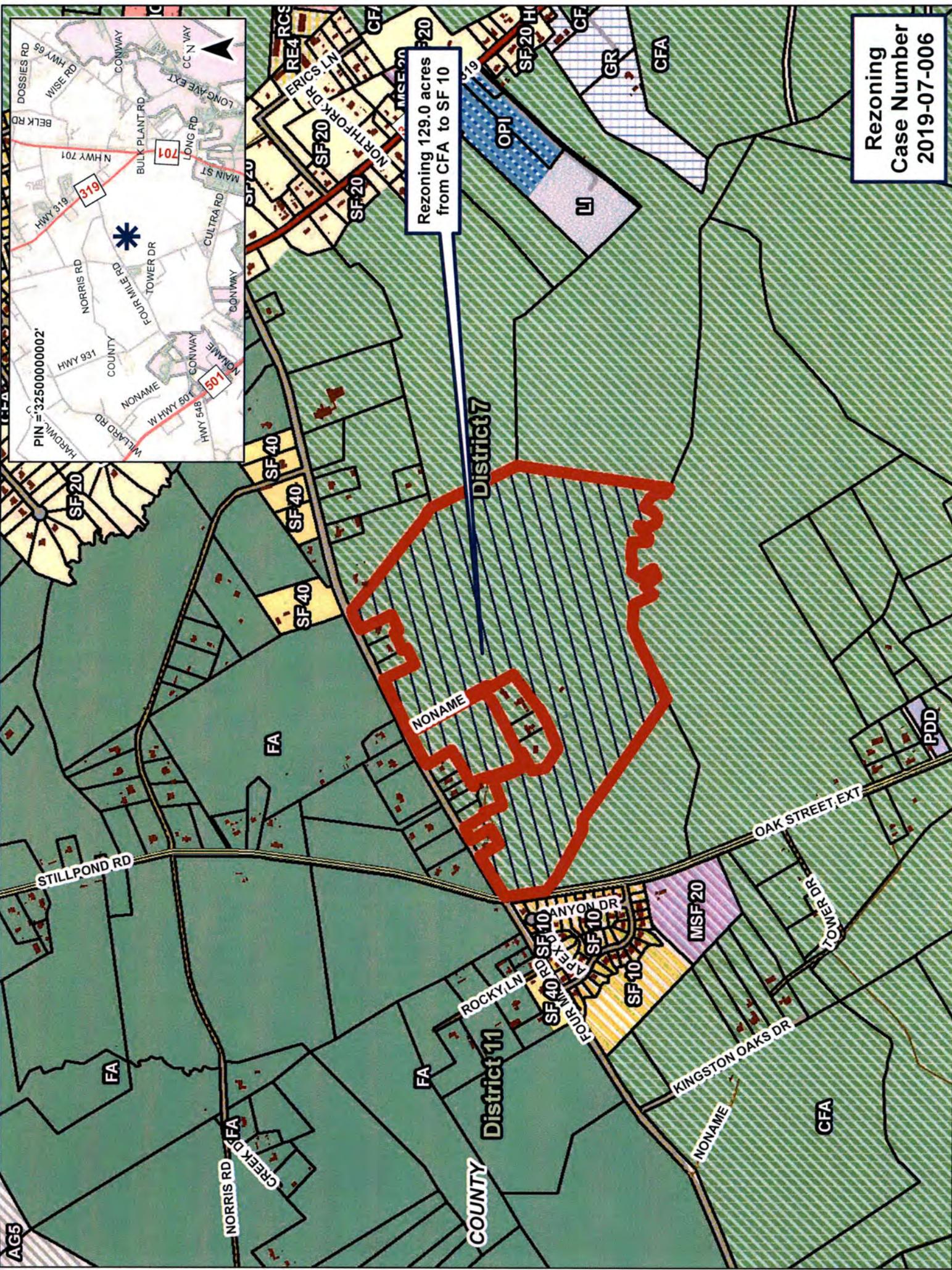
VICINITY MAP
 (NOT TO SCALE)

SITE INFORMATION
 TMS #109-00-04-004
 PIN #325-00-00-0002
 CURRENT OWNER:
 SOUTH CAUSEWAY BUILDERS, LLC.
 AREA: 79.00 ACRES
 CURRENT ZONING: CSF10
 PROPOSED ZONING: CSF10
 TOTAL # OF LOTS: 202



PRODUCTION OR REVISION OF THIS DRAWING IS VALID ONLY IN PART WHICH SHOWS REVISIONS TO PREVIOUS EDITIONS.

Rezoning
Case Number
2019-07-006



Rezoning 129.0 acres
from CFA to SF 10

NONAME

District 7

District 11

COUNTY

AG5



STILLPOND RD

NORRIS RD

CREEK DR

ROCKY LN

ANYON DR

FOUR MILE DR

KINGSTON OAKS DR

OAK STREET, EXT

TOWER DR

FA

FA

FA

NONAME

SF40

SF10

SF10

MSF20

SF40

SF40

SF40

SF40

SF20

AG5

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

Ordinance 114-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 31409040011 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO RESIDENTIAL (MSF10)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Residential (MSF10) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request:

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 31409040011 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Residential (MSF10).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED dated this _____ day of _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019

Second Reading:

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	George Raymond Suggs (Energov # 046812)	Rezoning Request #	2019-10-001
PIN #	31409040011	County Council District #	9 - Prince
Site Location	Hwy 57 in Little River	Staff Recommendation	Approval
Property Owner Contact	George Raymond Suggs	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	1.25

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	MSF10
Proposed Use	Residential

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	1.1 (Fire)
Utilities	Public
Character of the Area	Residential

ADJACENT PROPERTIES

CFA	CFA	CFA
CFA	Subject Property	SF10
CFA	SF10	SF10

COMMENTS

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

Discussion: The applicant is requesting to rezone for the ability to subdivide an existing parcel into residential lots. Kettering Estates, a small SF10 subdivision is located adjacent to the property on Kettering Way. Several larger residential subdivisions are located in the immediate vicinity including the recent MRD2 rezoning (Ord. 15-19) for Waterfall II with minimum lot size of 6,000 sqft. 40' from centerline will need to be provided for a future upgrade to Hwy 57. MSF10 district standards are the same as SF10 except that manufactured/mobile homes are an allowed use.

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

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

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	8 / 250	Existing Road Conditions	State, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	40 / 40	Rd, Station, Traffic AADT (2017) % Road Capacity	S-57, Station 447 6,400 AADT 40% - 45%
Proposed Improvements			

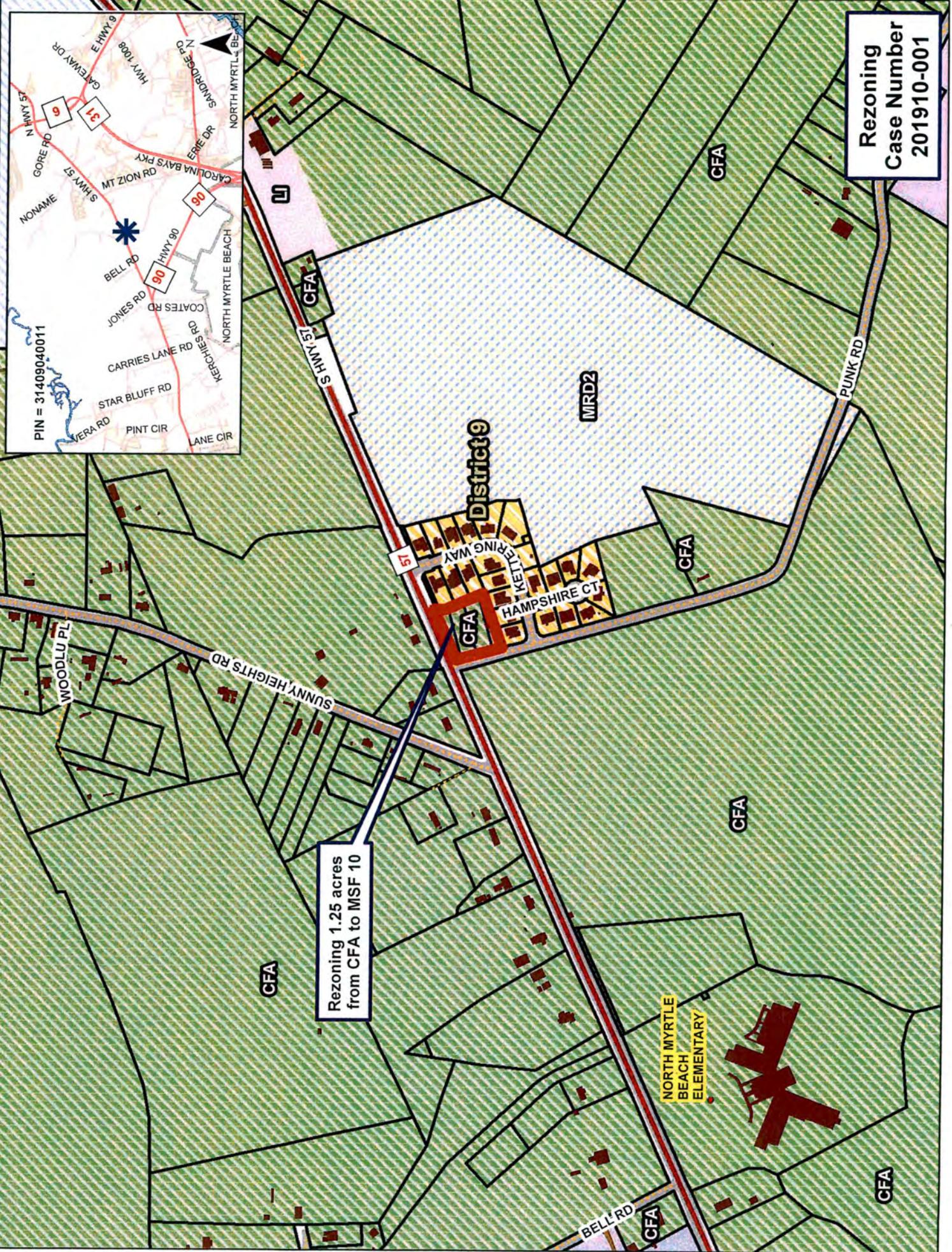
DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MSF10	CFA	SF10	CFA		
Min. Lot Size (in square feet)	10,000	43,560/21,780	10,000	43,560/21,780		
Front Setback	25	60/25	25	60/25		
Side Setback	10	25/10	10	25/10		
Rear Setback	15	40/15	15	40/15		
Bldg. Height	35	35/35	35	35/35		

Date Advertised: 10/17/2019 Date Posted: 10/9/2019 # Property Owners Notified: 34 Date Notification Mailed: 10/17/2019 Report Date: 10/17/2019 BY: sm

Rezoning
Case Number
201910-001

Rezoning 1.25 acres
from CFA to MSF 10



PIN = 31409040011

District 9

MRD2

CFA

CFA

CFA

NORTH MYRTLE
BEACH
ELEMENTARY

57

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COUNTY OF HORRY

)

Ordinance 115-19

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 2541603002 FROM OUTDOOR AMUSEMENT COMMERCIAL (AM2) TO AGRICULTURAL RANCHETTES (AG6)

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 Outdoor Amusement Commercial (AM2) to Agricultural Ranchettes (AG6) 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 2541603002 and currently zoned Outdoor Amusement Commercial (AM2) is herewith rezoned to Agricultural Ranchettes (AG6).
- 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 dated this _____ day of _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019

Second Reading:

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	John W & Donna Coughlin (Energov # 047010)	Rezoning Request #	2019-10-003
PIN #	25416030002	County Council District #	10 - Hardee
Site Location	Hwy 554 in Loris	Staff Recommendation	Approval
Property Owner Contact	John W & Donna Coughlin	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	4.77

ZONING DISTRICTS

Current Zoning	AM2
Proposed Zoning	AG6
Proposed Use	Rezoning to Sell

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	3.5
Utilities	Public
Character of the Area	Agriculture & Residential

ADJACENT PROPERTIES

LFA	LFA	LFA
MSF14.5	Subject Property	CFA
LFA	CFA	LFA

COMMENTS

Comprehensive Plan District: Rural Area	Overlay/Area Plan: Mt. Vernon Rural Area Management
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Discussion: The applicant is requesting to rezone a property formerly used as a racetrack in order to sell for residential development. Zoning District AG6 (Agricultural Ranchettes) limits lot size to 1.5 acres with the intention for development on parcels of at least 2 acres for single-family site built homes and permits non-commercial farming activities for personal pleasure or leisure. The raising and care of swine is prohibited within this district. This request is in compliance with the area plan.

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

Public Comment: 11/7/2019 There was no public input. Donna Coughlin was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	0 / 100	Existing Road Conditions	State, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	16 / 16	Rd, Station, Traffic AADT (2017) % Road Capacity	S-366, Station 649 600 AADT 5% - 10%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	AG6	AM2	LFA	CFA	MSF14.5	
Min. Lot Size (in square feet)	65,340	21,780	43,560	43,560/21,780	14,500	
Front Setback	60	50	60	60/25	25	
Side Setback	25	10	25	25/10	10	
Rear Setback	25	15	40	40/15	15	
Bldg. Height	35	36 per 1/2 acre	35	35/35	35	

Date Advertised: 10/17/2019 Date Posted: 10/9/2019 # Property Owners Notified: 19 Date Notification Mailed: 10/17/2019 Report Date: 10/17/2019 BY: sm

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

Ordinance 116-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 32609010013 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO HIGH BULK RETAIL (RE4)

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

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

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

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

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

- 1) **Amendment of Official Zoning Maps of Horry County:**
Parcel(s) of land identified by PIN 32609010013 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to High Bulk Retail (RE4).
- 2) **Severability:** If a Section, Sub-section, or part of this Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.
- 3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.
- 4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED dated this _____ day of _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019

Second Reading:

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Kimberley J Payne (Energov # 047038)	Rezoning Request #	2019-10-006
PIN #	32609010013	County Council District #	11 - Allen
Site Location	3647 Hwy 501 in Conway	Staff Recommendation	Approval
Property Owner Contact	Kimberley J Payne	PC Recommendation	Unanimous Approval
		Size (in acres) of Request	2

ZONING DISTRICTS

Current Zoning	CFA
Proposed Zoning	RE4
Proposed Use	Contractor's Office

LOCATION INFORMATION

Flood and Wetland Information	X	MSF20	CFA	HC
Public Health & Safety (EMS/fire) in miles	4.5 (Fire/Medic)	MSF20	Subject Property	CFA
Utilities	Public	CFA	CFA	CFA
Character of the Area	Residential & Commercial			

ADJACENT PROPERTIES

COMMENTS

Comprehensive Plan District: Urban Corridor	Overlay/Area Plan: None
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Discussion: The applicant is requesting to rezone to locate a contractors office on currently vacant lot as part of a phased build-out. Under the current CFA zoning, the proposed use is permitted however the applicant would like to rezone to achieve reduced setbacks to increase the buildable area of the 2 acre lot. Several properties in the immediate area are zoned for commercial use including HC, RE4, and MA2 zoning.

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

Public Comment: 11/7/2019 There was no public input. Frank Payne was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	50 / 700	Existing Road Conditions	State, Paved, Four-Lane, Divided
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning)	60 / 500	Rd, Station, Traffic AADT (2017) % Road Capacity	US 501, Station 150 23,000 AADT 55% - 60%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	RE4	CFA (Com/Res)	CFA (Res/Com)	HC	MSF20	
Min. Lot Size (in square feet)	21,780	43,560/21,780	43,560/21,780	10,000	20,000	
Front Setback	60	60/25	60/25	50	40	
Side Setback	10	25/10	25/10	10	15	
Rear Setback	15	40/15	40/15	15	25	
Bldg. Height	36	35	35	120	35	

Date Advertised: 10/17/2019

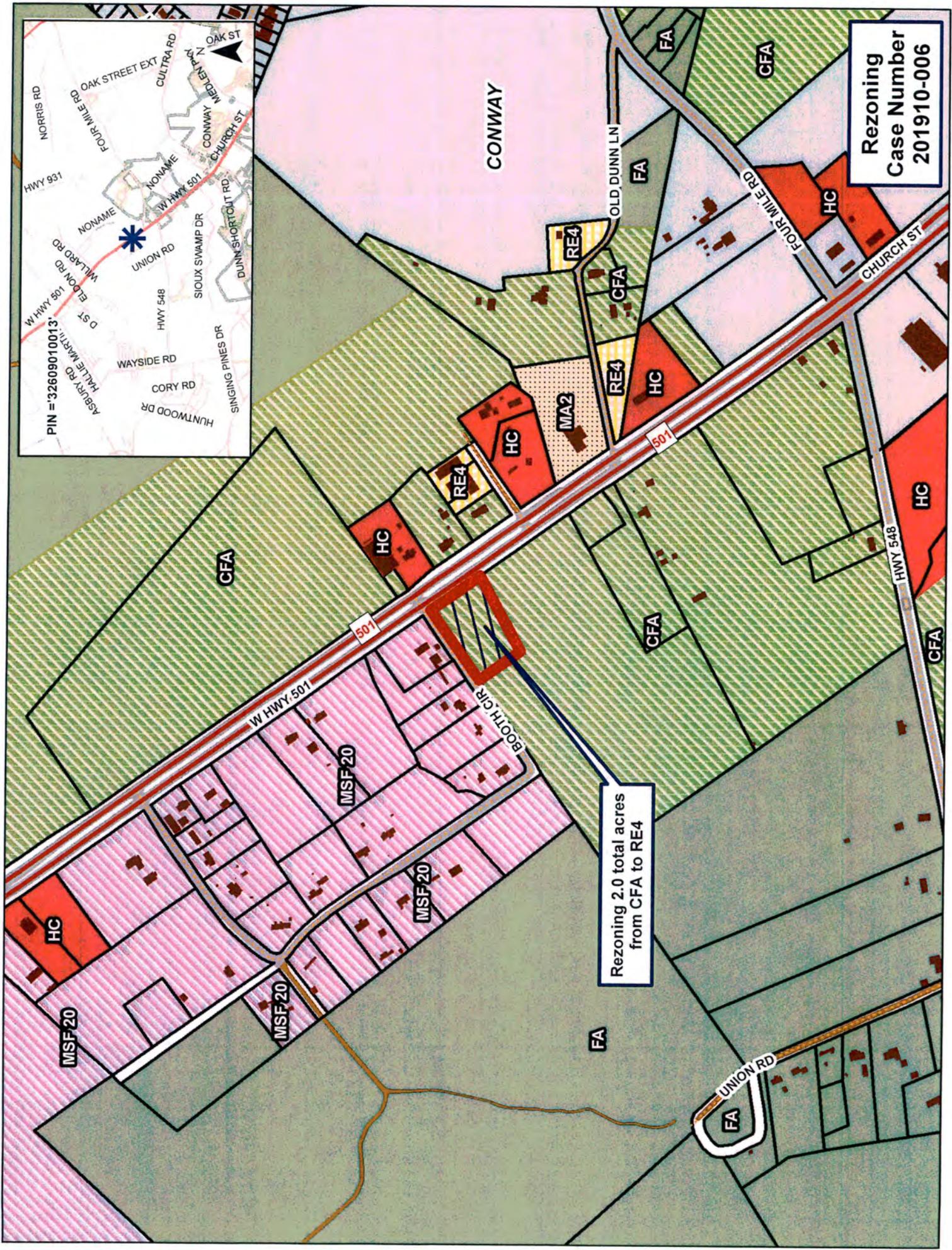
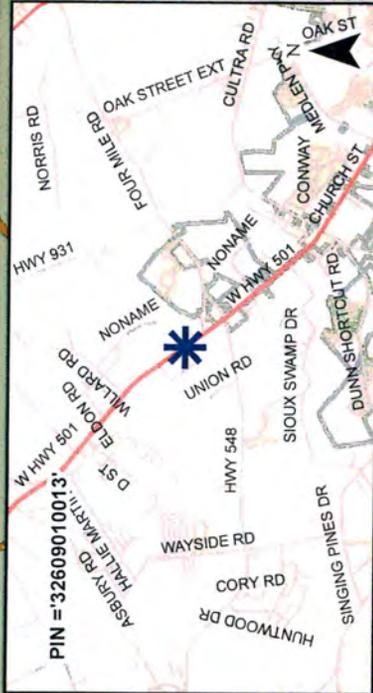
Date Posted: 10/9/2019 # Property Owners Notified: 19

Date Notification Mailed: 10/17/2019

Report Date: 10/17/2019

BY: sm

Rezoning
Case Number
201910-006



Rezoning 2.0 total acres
from CFA to RE4

COUNTY OF HORRY
STATE OF SOUTH CAROLINA

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)

ORDINANCE 119-19

AN ORDINANCE APPROVING THE ABANDONMENT, CONVEYANCE, AND REMOVAL FROM THE COUNTY'S MAINTENANCE SYSTEM A REMNANT PORTION OF THE RIGHT-OF-WAY OF BERTIE ROAD AND TO DEED BACK THE REMNANT TO THE ADJACENT PROPERTY OWNER, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A QUIT-CLAIM DEED ON BEHALF OF HORRY COUNTY.

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

WHEREAS, Suggs Street was constructed as part of the Ride 3 dirt road paving program; and

WHEREAS, to enhance safety, the intersection of Suggs Street and Red Bluff Road was realigned as part of the construction of Suggs Street and

WHEREAS, a new right-of way easement was granted to Horry County by Michael David Parks and Robert Wade Parks to facilitate the new intersection location; and

WHEREAS, there is a remnant of the old right-of-way of Suggs Street from its previous location that can now be abandoned.

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. APPROVAL AND AUTHORIZATION.** Horry County Council hereby approves the abandonment and conveyance of the remnant portion of the existing right-of way of Suggs Street back to the adjacent property owner, and authorizes the County Administrator to execute two quit-claim deeds to Michael David Parks and Robert Wade Parks on behalf of Horry County.
- 2. SEVERABILITY.** If any Section, Sub-section, or part of this Ordinance shall be deemed or found to be unconstitutional or otherwise invalid, or in conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect and not be effected thereby.
- 3. CONFLICT WITH PRECEDING ORDINANCES.** If a Section, Sub-section, or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section, or part of a preceding Ordinance of Horry County, unless expressly so providing, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.
- 4. EFFECTIVE DATE.** This Ordinance shall become effective on Third Reading.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Orton Bellamy, District 7
Johnny Vaught, District 8
W. Paul Prince, District 9
Danny Hardee, District 10
Al Allen, District, District11

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019
Second Reading:
Third Reading:

Infrastructure & Regulation Committee
Decision Memorandum
Horry County, South Carolina

Date: November 06, 2019
From: Larry Hamilton
Division: Infrastructure & Regulation
Prepared By: Larry Hamilton
Cleared By: David Gilreath, P.E., Assistant County Administrator

ISSUE

Issuance of a Quit-Claim Deed for a portion of Suggs Street.

BACKGROUND

As part of The Ride 3 dirt road paving program we have realigned the intersection of Suggs Street and Red Bluff Road. The new easement was granted with the understanding that the abandoned right-of-way would be deeded back to the adjacent property owner, Michael David & Robert Wade Parks.

The slide is an aerial view showing the new intersection and the abandoned portions Suggs Street adjacent to the Parks's property.
Exhibit A is a detailed exhibit from a survey that will be an attachment to the Quit Claim deeds.

PROPOSED ACTION

Horry County Council adopt the attached proposed Ordinance allowing the abandonment of a portion of the right-of-way of Suggs Street and to deed back the remnant portion to the adjacent property owner, and authorize the County Administrator to execute a quit claim deed on behalf of Horry County.

RECOMMENDATION

Staff recommends approval.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

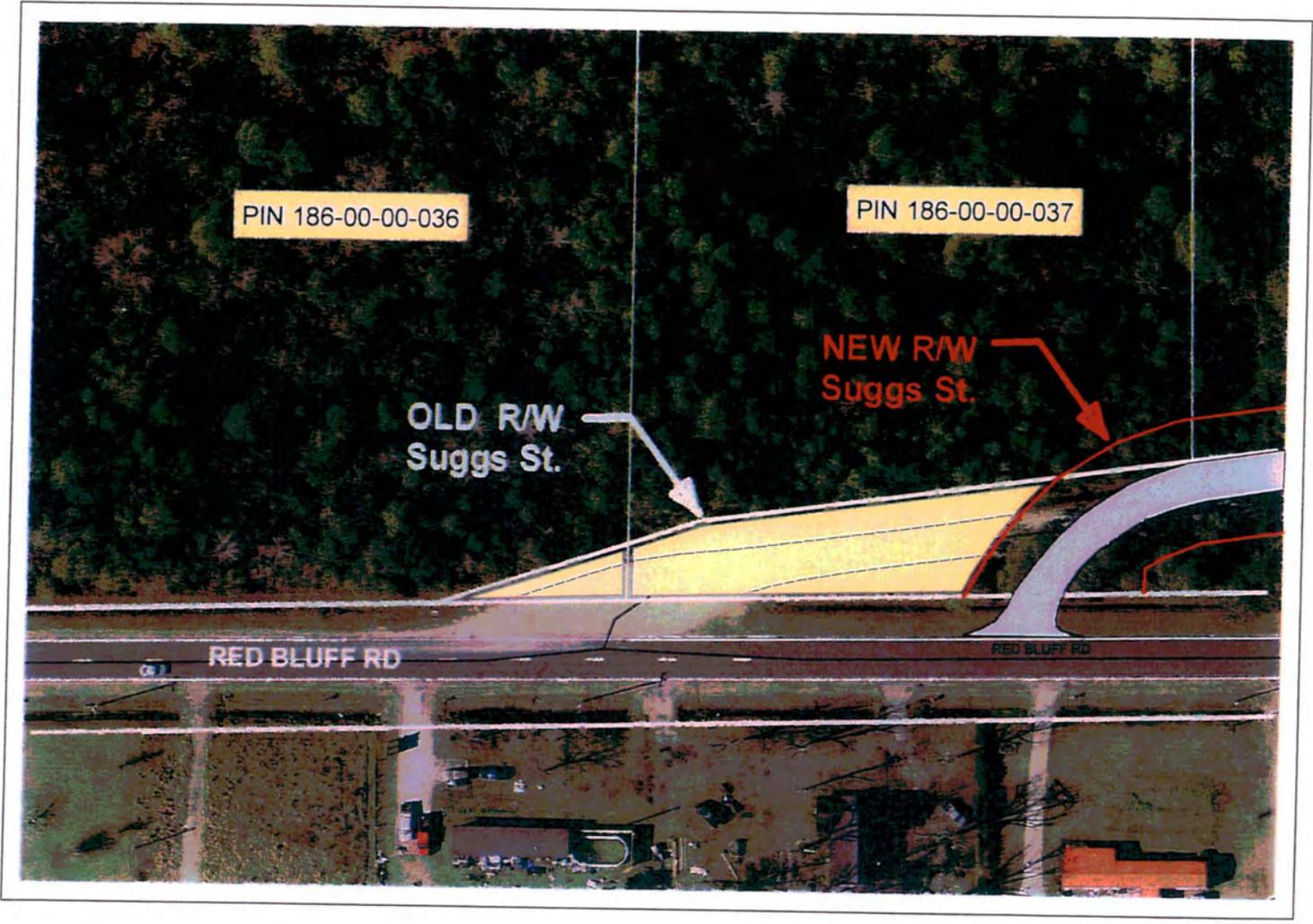
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QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Horry County A Body Politic, 1301 Second Avenue, Conway, South Carolina 29526** (“Grantor”), for and in consideration of the sum of **One and No/100 Dollar or (\$1.00)** to it in hand paid, receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto **Michael David Parks and Robert Wade Parks** (“Grantee”), all its right, title, interest in or to the following described property:

All that certain piece, parcel or lot of land, containing 8,255 square feet (0.190 acres), more or less, shown as the Total Release Area on Exhibit “A” attached hereto and made a part hereof. This being a portion of the old roadbed of Suggs Street shown on plans prepared by Infrastructure Consulting & Engineering and dated March 5, 2019, with said property being described as follows: Within 193.38 feet of the survey centerline of Suggs Street, on the left, at approximate survey station 9+64.55, thence along a transition to within 202.47 feet, at approximate survey station 9+89.12, thence along a transition to within 171.75 feet, at approximate survey station 10+10.73, thence along a transition to within 25.00 feet, between approximate survey stations 10+81.95 and 10+25.73, as shown on Exhibit “A” attached hereto and made a part hereof and shown as Horry County PIN: 186-00-00-0037 / Tax Map Number: 059-00-01-187 (Parcel 10).

Grantees Address: 927 Lees Landing Circle, Conway, South Carolina 29526



SUGGS STREET REALIGNMENT

66

COUNTY OF HORRY)
STATE OF SOUTH CAROLINA)

ORDINANCE 120-19

AN ORDINANCE APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT WITH METGLAS, INC. FOR WAREHOUSE PROPERTY LOCATED IN THE ATLANTIC CENTER INDUSTRIAL PARK.

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, Metglas, Inc. has requested that the County renew its lease of certain warehouse property located at the Atlantic Center Industrial Park; and

WHEREAS, County Council is of the opinion that such a lease arrangement is consistent with the value and use of the property, and will benefit the County by providing a beneficial use of the subject property.

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

1. AUTHORIZATION: The Horry County Administrator, for and on behalf of Horry County, is hereby authorized and directed to execute a Lease Agreement, substantially similar to that attached hereto and incorporated herein by reference, for the warehouse property in the Atlantic Center Industrial Park.

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

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

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

AND IT IS SO ORDAINED, ENACTED AND ORDERED this _____ day of _____, 20__.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019
Second Reading:
Third Reading:

Decision Memorandum

Date: October 28, 2019
Prepared by: H. Randolph Haldi, Deputy County Attorney/Property Manager
Re: Warehouse Property in Atlantic Center Industrial Park (TMS #151-00-04-122)

ISSUE:

Entering into of a Lease Agreement between Horry County and Metglas, Inc. for warehouse property located within the Atlantic Center Industrial Park.

DISCUSSION:

Metglas, Inc. has requested renewal of an existing lease agreement for warehouse property that it currently occupies, owned by Horry County, and located within the Atlantic Center Industrial Park. The requested lease would be for a 5-year term, with two 5-year renewal options. The initial rental rate would be \$5,765.16 per month, with such amount increasing by 2% annually.

RECOMMENDATION:

Staff has reviewed the request and has determined that the proposed lease terms within the requested lease are consistent with the value and use of the property, will not conflict with other County operations or needs for the property, and will benefit the County by providing a beneficial use of the subject property as well as revenue therefrom.

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

LEASE AGREEMENT

THIS AGREEMENT (the "Lease"), is made this ____ day of _____, 2019, by and between Horry County, a South Carolina body politic, ("Landlord"), and Metglas, Inc., a Delaware Corporation ("Tenant"). Both may be referred as the Parties or individually as a Party.

WHEREAS, Landlord owns certain real property located at 430 Allied Dr, Conway SC 29526 and shown as a parcel of land comprised of 6.3216 acres, more or less, located in the Atlantic Center Industrial Park in Conway, South Carolina and being more fully shown as Parcel 17 on that certain plat recorded in Plat Book 161, page 217 in the RMC office for the County of Horry, State of South Carolina (the "Leased Premises" or "Premises"), and

WHEREAS, Landlord desires to continue to lease said Leased Premise to Tenant and Tenant desires to continue to lease said Leased Premises from Landlord,

In consideration of the covenants contained in this Lease, the Parties agree as follows:

ARTICLE 1
PROPERTY LEASED

- 1.1 DEMISE. Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises, as described above.
- 1.2 COVENANT OF QUIET ENJOYMENT. The Landlord promises, subject to Tenant's performance of all of the terms and conditions of the Lease, that Tenant shall be entitled to the quiet and peaceful enjoyment and undisturbed possession of the Leased Premises for the term of this Lease.

ARTICLE 2
TERM

- 2.1 TERM. The term of this Lease (the "Term") shall be for five (5) years commencing upon the date of execution hereof. Upon the completion of the initial Term and compliance by Tenant of its obligations herein, and provided the Leased Premises continues to be fit for Tenant's intended use of the Leased Premises, this Lease may be renewed for an two (2) additional five (5) year terms. If Tenant ceases to use the Leased Premises as set forth herein below, this Lease be may terminated upon twelve (12) months advance written notice of Tenant's desire to terminate this Lease.
- 2.2 HOLDOVER. Any holdover at the expiration of the Term shall be on a month to month basis, which tenancy may be terminated by Landlord giving Tenant not less than sixty (60) days advance written notice. During such holdover tenancy, Tenant agrees to continue to be bound by all of the terms of this Lease.

2.3 END OF TERM. At the expiration of this Lease, the buildings, improvements, fixtures and other facilities located on the Leased Premises shall become the property of the Landlord. Notwithstanding, any fixtures and facilities identified by Tenant as Tenant's trade fixture or facility shall not become property of Landlord. Tenant shall repair or compensate Landlord for any damages to the Premises caused by the removal of any such trade fixtures or facilities.

ARTICLE 3
CONSIDERATION

3.1 RENT. Tenant agrees to pay, and Landlord agrees to accept as rent, the monthly sum of \$5,765.16 payable by the tenth (10th) day of each calendar month and should be paid at Horry County Department of Finance, P.O. Box 296, Conway, SC 29528, or at such other place as the Landlord may later designate. Commencing on each anniversary date of this Lease, Lessee's annual Base Rental amount shall be increased by two percent (2%) of the annual rent paid in the preceding lease year.

3.2 TAXES. The Tenant shall pay all ad-valorem taxes that may be due on the Leased Premises, the Building, and Tenant's property in the Building and in any part of the Leased Premises. The Landlord shall have no liability for any taxes, including property taxes, for such is the responsibility of the Tenant.

ARTICLE 4
THE PREMISES

4.1 USE AND SERVICES. Tenant will use the Leased Premises as a Warehouse with shipping and receiving functions. The Leased Premises will be used for no other purpose without the consent of the Landlord. Tenant covenants that it will conduct such business in such a manner as to comply with all statutes, rules, and regulations of any federal, state, municipal or other competent authority, including compliance with all covenants and restrictions applicable to property within the Atlantic Center Industrial Park, and will not do anything on or in the Premises in contravention thereof.

4.2 REPAIRS MAINTENANCE AND ALTERATIONS. Tenant shall, at all times during the Term, at its own cost and expense, keep and maintain the Leased Premises and all personalty related to its use of the Leased Premises. Tenant shall maintain the Leased Premises in good condition, reasonable wear and tear excepted, and will promptly make all necessary repairs, replacements, and renewals thereof, whether interior or exterior, ordinary or extraordinary, foreseen or unforeseen, except for those repairs for which Landlord shall remain responsible pursuant to section 4.3. All repairs and maintenance must be undertaken in a timely fashion and promptly completed.

4.3 MAJOR REPAIRS. Landlord shall remain responsible for major repairs including repair and/or replacement of the roof when needed (upon notice from the Tenant) and the Landlord shall be responsible for all needed structural repairs, replacements, and renewals (upon notice from the Tenant). All repairs, replacements, and renewals shall be equal in quality and class to the original work. Tenant will not do or permit any act or thing which might impair the value or usefulness of the Building, or any part thereof. Landlord makes no representation or warranty with respect to the condition of the Building or its fitness for any particular use.

The Landlord covenants and agrees to effect, at its expense, the repairs of a structural nature to the structural elements of the roof, foundation, and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its employees, agents, employees, or invitees. The Tenant will provide the Landlord with written notice of any such repairs that should be made by the Landlord.

4.4 MINOR IMPROVEMENTS. The Tenant may make minor non-structural alterations, additions, and improvements to the Building that do not exceed a cost of ten thousand (\$10,000.00) dollars without the Landlord's prior approval. These alterations, additions, and improvements must be performed in a professional manner, not affect the Building structurally, and must not reduce the value of the Building or the Premises. Alterations, additions, and improvements with a value in excess of \$10,000 must be approved in writing in advance by the Landlord.

To the extent any lien, encumbrance, or other cloud on title is placed against the title of the Premises as the result of any repairs, maintenance, alteration, improvement, or other work done by or on behalf of Tenant, Tenant shall immediately upon demand by the Landlord remove or cause to be removed such lien, encumbrance, or cloud on title, and afterwards institute and diligently prosecute any action pertinent to it. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord, as additional rent, such cost, including the Landlord's legal costs and attorneys' fees.

4.5 INSPECTION OF REPAIRS. The Tenant covenants with the Landlord that the Landlord, or its employees, agents, or workmen, may enter, upon 24 hours advance written notice, and view the state of repair of the Building, and that the Tenant will repair the Building and the Leased Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations.

4.6 INSPECTION. Upon 24 hours advance written notice to the Tenant, the Landlord, and its representatives, shall have the right to enter the Leased Premises at reasonable hours of any business day to ascertain if the Leased Premises are in proper condition. Notwithstanding, Landlord shall not interfere with Tenant's operation of its business activities upon the Leased Premises.

4.7 WARRANTIES: DISCLAIMER. Landlord expressly disclaims all warranties, either express or implied, and Tenant acknowledges that neither Landlord, nor its agents, has made any representations or promises with respect to the Leased Premises except as expressly set forth in this Lease, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth herein. The continuing possession of the Leased Premises by Tenant shall be conclusive evidence that the Tenant has accepted the Leased Premises "AS IS, WHERE IS".

4.8 UTILITIES. Tenant shall be responsible for any/all utilities which may be required in its use of the Leased Premises. Landlord shall not be responsible for the delivery of any utilities, and no interruption in service shall reduce or delay the Rent due the Landlord.

4.9 INSURANCE. To the extent not otherwise limited by law, Tenant shall, at its sole cost and expense, during the Term hereof and any extensions that may result therefrom, maintain and deliver to Landlord a commercial general liability insurance policy providing protection against liability for personal injury and property damage in and around the Leased Premises, in which both Landlord and Tenant shall be named as insureds, with limits of at least \$1,000,000 for injury or death to any one person and \$1,000,000 for any one accident, and \$1,000,000 with respect to damage to property. Such policy or policies shall be in such form and with such insurance companies as shall be reasonably satisfactory to Landlord with provision for at least thirty (30) days' notice to Landlord of cancellation. Notwithstanding the foregoing, the Tenant may, at its option, choose to include the Leased Premises under any blanket casualty coverage policy it may have. Tenant shall otherwise be responsible for casualty coverage for the Leased Premises, including but not limited to any wind and hail coverage and/or flood insurance should it be requested by Landlord. To the extent allowed by law, Landlord shall be named as an additional insured on any policy of insurance carried by Tenant which concerns the Leased Premises.

The Tenant's policies of insurance, as above required, will contain the following:

- a) Provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage; and
- b) All insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord

4.10 LANDLORD'S INSURANCE. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the Term:

- a) Commercial general liability insurance against claims for bodily injury, including death or property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional, or broader coverage as the Landlord may elect in its discretion; and
- b) Extended fire and extended coverage insurance on the Building through the Insurance Reserve Fund managed by the State of South Carolina Budget and Control Board, except foundations, on a replacement cost basis.

4.11 DAMAGE OR DESTRUCTION. If, during the Term, the Leased Premises or the personalty or fixtures on it are destroyed or damaged in whole or in part by fire, natural disaster, or other cause, to such an extent that the Leased Premises shall be rendered unusable by the Tenant, Tenant may elect to terminate this Lease or to continue it but only if the needed repairs to make the Leased Premises usable by the Tenant do not exceed a total of one hundred twenty (120) days from the date of the damages. There will be an abatement of rent corresponding with the time during which, and to the extent, the Lease Premises or the Building may be untenable.

4.12 SIGNS. The Tenant may erect, install, and maintain a sign on the Leased Premises but such sign must be in compliance with the Atlantic Center Protective Covenants and Easements. The Tenant will not erect, install, or maintain any sign other than in accordance with such restrictions.

ARTICLE 5

INDEMNIFICATION

Tenant shall indemnify and save Landlord harmless from and against any and all costs, expenses, liabilities, losses and damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorneys' fees, by or on behalf of any person, party or governmental authority whatsoever arising out of (a) any failure by Tenant to perform any of its obligations under this Lease, (b) any accident, injury or damage, whether to any person or property, which occurs in or about the Leased Premises, due to any action or inaction by Tenant, or any of its agents, contractors, customers, employees, invitees, or licensees, or (c) any matter arising out of the condition, occupation, maintenance, alteration, repair, use or operation by the Tenant of the Leased Premises or any part of it.

ARTICLE 6 SALE BY LANDLORD

In the event of any sale, transfer, or lease by the Landlord of the Premises or any interest in the Building or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord for use as security.

ARTICLE 7 DEFAULT

7.1 DEFAULT. If Tenant fails to perform **any** of its obligations under this Lease and such non-performance continues for a period within which performance is required to be made by specific provision of this lease or, if no such period is provided, for a period of thirty (30) days after written notice thereof by Landlord to Tenant, Landlord has the right in addition to any other rights or remedies it may have, to terminate this Lease by written notice to Tenant, and in such event the Term hereof shall expire in the same manner and with the same force and effect except as to Tenant's liability, as if such expiration were the original Term expiration date.

In the event of the termination of this Lease, Tenant agrees to immediately peacefully surrender the Leased Premises to Landlord.

7.2 NON-WAIVER. The failure of Landlord to insist upon strict performance of any of Tenant's obligations under this Lease shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default by Tenant.

ARTICLE 8 ASSIGNMENT

8.1 BY LANDLORD. This Lease shall be fully assignable by the Landlord or its assigns.

8.2 BY TENANT. This Lease is not assignable by the Tenant except with the express written consent of Landlord, which shall not be unreasonably withheld.

ARTICLE 9
MISCELLANEOUS

9.1 The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Leased Premises or to the Building, to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water, and other services to the Leased Premises and/or the Building until the repairs, alterations, or improvements have been completed. There will be no abatement in rent because of such obstructions, interruption, or suspension provided that the repairs, alterations, or improvements are made as expeditiously as is reasonably possible and within fifteen (15) days from the date the Tenant could not use the Leased Premises.

9.2 NOTICES. Every notice, approval, consent or other communication authorized or required by this Lease shall be effective if given in writing and if hand delivered or sent by United States Registered or Certified Mail, Return Receipt Requested, with postage prepaid, and addressed as provided below, or as either Party shall from time to time designate in writing. Every notice shall be deemed to be effective upon delivery, if delivered, or on the second business day after mailing, if mailed.

Unless otherwise specified by either Party in writing, all notices to Landlord shall be sent to:

P. O. Box 296
Conway, South Carolina 29528
Attention: County Attorney

and to the Tenant shall be sent to the following address:

Metglas, Inc.
440 Allied Drive
Conway, South Carolina 29226
Attention: Vice President of Operations

9.3 CONSTRUCTION. In the event that any of the provisions of this Lease shall by court order be held invalid or in contravention of any of the laws of the United States or of any state having jurisdiction over the subject matter or of any dispute arising under it, such invalidation shall not serve to affect

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

9.4 SUCCESSORS. This Lease shall bind Landlord and Tenant and their successors, heirs, assigns, administrators, and legal representatives, as the case may be.

9.5 COUNTERPARTS. This Lease is being executed simultaneously in counterparts, any one of which shall be deemed an original.

9.6 MODIFICATION. No oral modification hereof shall be binding upon the Parties, and any modification shall be in writing and signed by the Parties.

9.7 ATTORNEYS' FEES. In the event of any litigation hereunder, each party shall be responsible for their own attorneys' fees and costs, and neither party shall be allowed recovery of any such fees or costs from the other, whether successful or not.

9.8 AMENDMENT. This Lease may be modified only by written consent of the Parties.

9.9 FORCE MAJEURE. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant, or act required under this lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason, whether or a like nature or not, which is not the fault of the Landlord, the performance of such a term, covenant, or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant, or act within the appropriate time period after the expiration of the period of such delay.

(REMAINDER OF PAGE INTENTIONALLY BLANK)
(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Landlord and Tenant have respectively signed this Lease as of the date indicated on the first page of this Lease.

WITNESSES:

Metglas, Inc.

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGEMENT
Under S.C. Codes 30-5-30 (c)

I, _____, a Notary Public in and for the State of South Carolina, hereby certify that the named Tenant, by and thru its _____, personally appear before me this day and acknowledge the due execution of the foregoing instrument.

SWORN to before me this
_____ day of _____, 2019

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Landlord: Horry County

By: _____
Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

ACKNOWLEDGEMENT
Under S.C. Codes 30-5-30 (c)

I, _____, a Notary Public in and for the State of South Carolina, hereby certify that the named Landlord personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this
_____ day of _____, 2019

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

COUNTY OF HORRY)
)
STATE OF SOUTH CAROLINA)

RESOLUTION R-128-19

A RESOLUTION TO OPT OUT OF THE NATIONWIDE CLASS CERTIFIED FOR NEGOTIATION PURPOSES IN *IN RE NATIONAL PRESCRIPTION OPIATE LITIGATION*, MDL 2804

WHEREAS, Horry County is a plaintiff in the consolidated South Carolina state court action *In re: South Carolina Opioid Litigation* and is represented in that action by Whetstone Perkins & Fulda, LLC (South Carolina Opioid Counsel); and

WHEREAS, a class has been certified under Rule 23 of the Federal Rules of Civil Procedure (the Class) in the pending multidistrict federal court litigation *In Re: National Prescription Opiate Litigation* that is intended to encourage and facilitate negotiations between opioid defendants and the Class members; and

WHEREAS, pursuant to the federal judge's Order, the Class encompasses all cities and counties in the United States, including Horry County; and

WHEREAS, membership in the Class allows Horry County to share in any approved nationwide settlement reached with the Class (an Approved Settlement), but, binds the County to any such settlement; and

WHEREAS, opting out of the Class foregoes the County's right to share in an Approved Settlement, but prevents the County from being bound by any such settlement; and

WHEREAS, the deadline for opting out of the Class is November 22, 2019 (the Opt-Out Deadline), after which there is no guarantee that the County will be permitted to change its position relative to the Class; and

WHEREAS, the failure to affirmatively opt out of the Class by the Opt-Out Deadline will result in the County remaining a member of the Class; and

WHEREAS, based on information currently available, South Carolina Opioid Counsel recommends that the County opt out of the Class; and

WHEREAS, while recognizing that it could choose to be a member of the Class, the County believes it is in its best interests to opt out of it.

NOW, THEREFORE, BE IT RESOLVED by Horry County Council that the County will opt out of membership in the Class. Council directs that the appropriate exclusion request form be executed, thereby affirmatively opting out of the Class, and authorizes the County Attorney to communicate the Council's decision and deliver the exclusion request form to South Carolina Opioid Counsel by November 19, 2019, to ensure the County's decision to opt out of the Class is effectuated.

AND IT IS SO RESOLVED this 19th 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-129-19

A RESOLUTION TO EXPRESS HORRY COUNTY'S REQUEST FOR THE SOUTH CAROLINA GENERAL ASSEMBLY TO ENACT LAWS TO BETTER PROTECT HISTORICAL MONUMENTS AND HISTORICAL MARKERS.

WHEREAS, Horry County and South Carolina have numerous historical monuments and historical markers on public property throughout their jurisdictions; and

WHEREAS, these historical monuments and historical markers preserve our diverse and unique history; and

WHEREAS, these historical monuments and historical markers need additional protection of the laws of South Carolina in order to ensure their preservation; and

WHEREAS, the South Carolina Senate has Senate Bill 513 pending in its Judiciary Committee that would make vandalizing such historical monuments and historical markers a felony and would require the repair or restoration of the historical monument or historical marker; and

WHEREAS, the South Carolina House of Representatives has House Bill 3632 pending in its Judiciary Committee that would similarly protect historical monuments and historical markers.

IT IS THEREFORE RESOLVED that Horry County requests the South Carolina Senate and South Carolina House of Representatives enact Senate Bill 513 and House Bill 3632 to better protect historical monuments and historical markers in Horry County and South Carolina.

AND IT IS SO RESOLVED this 19th 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-130-19

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF CLEAR POND M250 & M260 PH. 2 (SANDLEWOOD DRIVE & REDLEAF ROSE DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Clear Pond M250 & M260 Ph. 2 (Sandlewood Drive & Redleaf Rose Drive) request the roads and drainage be dedicated to Horry County; and

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

WHEREAS, the road and drainage of Clear Pond M250 & M260 Ph. 2 (Sandlewood Drive & Redleaf Rose Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Clear Pond M250 & M260 Ph. 2 (Sandlewood Drive & Redleaf Rose Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Clear Pond M250 & M260 Ph. 2 (Sandlewood Drive & Redleaf Rose Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 19th 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: November 1, 2019
From: David Gilreath, P.E.
Division: Infrastructure & Regulation
Prepared By: Rachel Prince, Plan Expediter
Cleared By: David Gilreath, P.E.
Committee: Infrastructure & Regulation
Issue: Acceptance into the Horry County Maintenance System

ISSUE

The developers of Clear Pond M250 & M260 Ph. 2 (Sandlewood Drive & Redleaf Rose Drive) = 0.23 miles in length (1,214.40') request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Clear Pond M250 & M260 Ph. 2 (Sandlewood Drive & Redleaf Rose Drive)

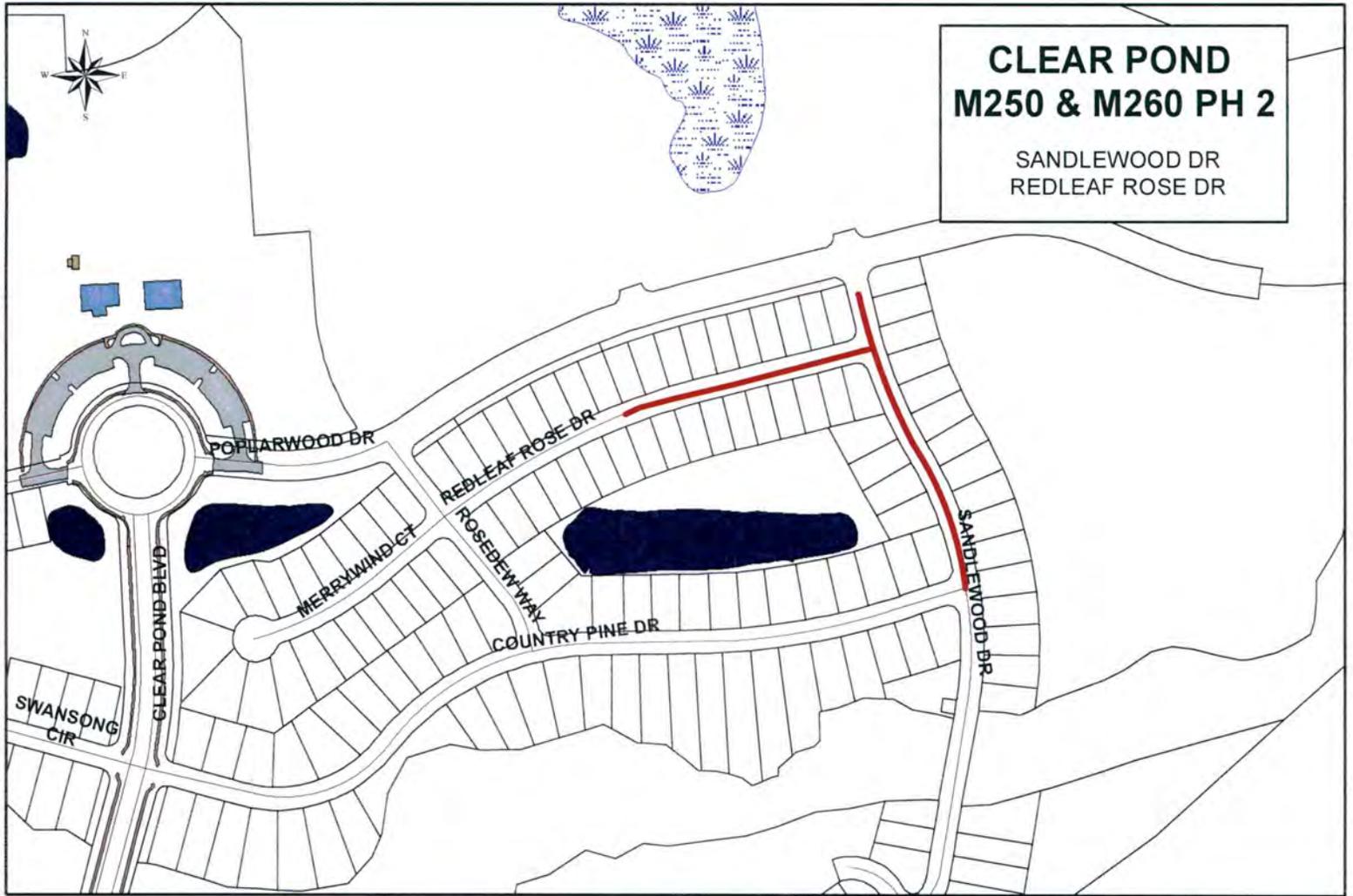
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Clear Pond M250 & M260 Ph. 2 (Sandlewood Drive & Redleaf Rose Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



COUNTY OF HORRY
STATE OF SOUTH CAROLINA

)
)

RESOLUTION R-131-19

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF CLEAR POND M250 & M260 PH. 3 (COUNTRY PINE DRIVE & REDLEAF ROSE DRIVE) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Clear Pond M250 & M260 Ph. 3 (Country Pine Drive & Redleaf Rose Drive) request the roads and drainage be dedicated to Horry County; and

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

WHEREAS, the road and drainage of Clear Pond M250 & M260 Ph. 3 (Country Pine Drive & Redleaf Rose Drive) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Clear Pond M250 & M260 Ph. 3 (Country Pine Drive & Redleaf Rose Drive) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Clear Pond M250 & M260 Ph. 3 (Country Pine Drive & Redleaf Rose Drive) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 19th 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: November 1, 2019
From: David Gilreath, P.E.
Division: Infrastructure & Regulation
Prepared By: Rachel Prince, Plan Expediter
Cleared By: David Gilreath, P.E.
Committee: Infrastructure & Regulation
Issue: Acceptance into the Horry County Maintenance System

ISSUE

The developers of Clear Pond M250 & M260 Ph. 3 (Country Pine Drive & Redleaf Rose Drive) = 0.24 miles in length (1,267.20') request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Clear Pond M250 & M260 Ph. 3 (Country Pine Drive & Redleaf Rose Drive)

OPTION B: Do not approve acceptance.

RECOMMENDATION:

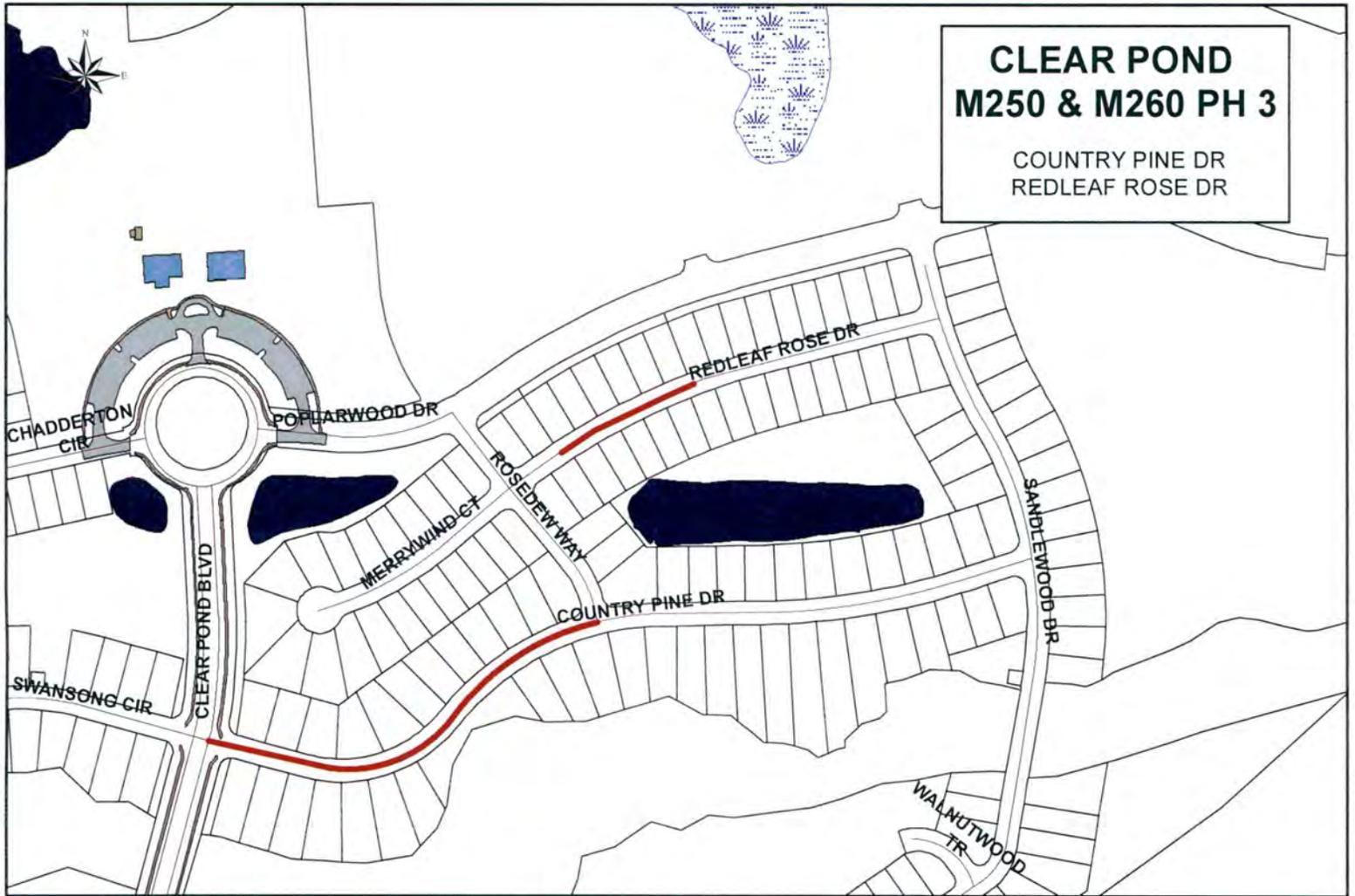
Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Clear Pond M250 & M260 Ph. 3 (Country Pine Drive & Redleaf Rose Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.

**CLEAR POND
M250 & M260 PH 3**

COUNTRY PINE DR
REDLEAF ROSE DR



**AREA VIEW
CLEAR POND
M250 & M260 PH 3**

COUNTRY PINE DR
REDLEAF ROSE DR



COUNTY OF HORRY
STATE OF SOUTH CAROLINA

)
)

RESOLUTION R-132-19

A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF SIERRA WOODS PH. 1 (BENDICK COURT & DAVIS COURT) INTO THE COUNTY ROAD SYSTEM:

WHEREAS, the developers of Sierra Woods Ph. 1 (Bendick Court & Davis Court) request the roads and drainage be dedicated to Horry County; and

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

WHEREAS, the road and drainage of Sierra Woods Ph. 1 (Bendick Court & Davis Court) have been constructed to Horry County standards and inspected by the Engineering Department; and

WHEREAS, it is the intent of Horry County Council to accept the roads and drainage of Sierra Woods Ph. 1 (Bendick Court & Davis Court) in the County system.

NOW, THEREFORE, Horry County Council resolves to accept the roads and drainage Sierra Woods Ph. 1 (Bendick Court & Davis Court) and begin their three-year warranty period on the date of said acceptance.

AND IT IS SO RESOLVED this 19th 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: November 1, 2019
From: David Gilreath, P.E.
Division: Infrastructure & Regulation
Prepared By: Rachel Prince, Plan Expediter
Cleared By: David Gilreath, P.E.
Committee: Infrastructure & Regulation
Issue: Acceptance into the Horry County Maintenance System

ISSUE

The developers of Sierra Woods Ph. 1 (Bendick Court & Davis Court) = 0.22 miles in length (1,161.60') request the road and drainage be dedicated to Horry County.

PROPOSED ACTION

OPTION A: Approve acceptance into the County maintenance system of Sierra Woods (Bendick Court & Davis Court).

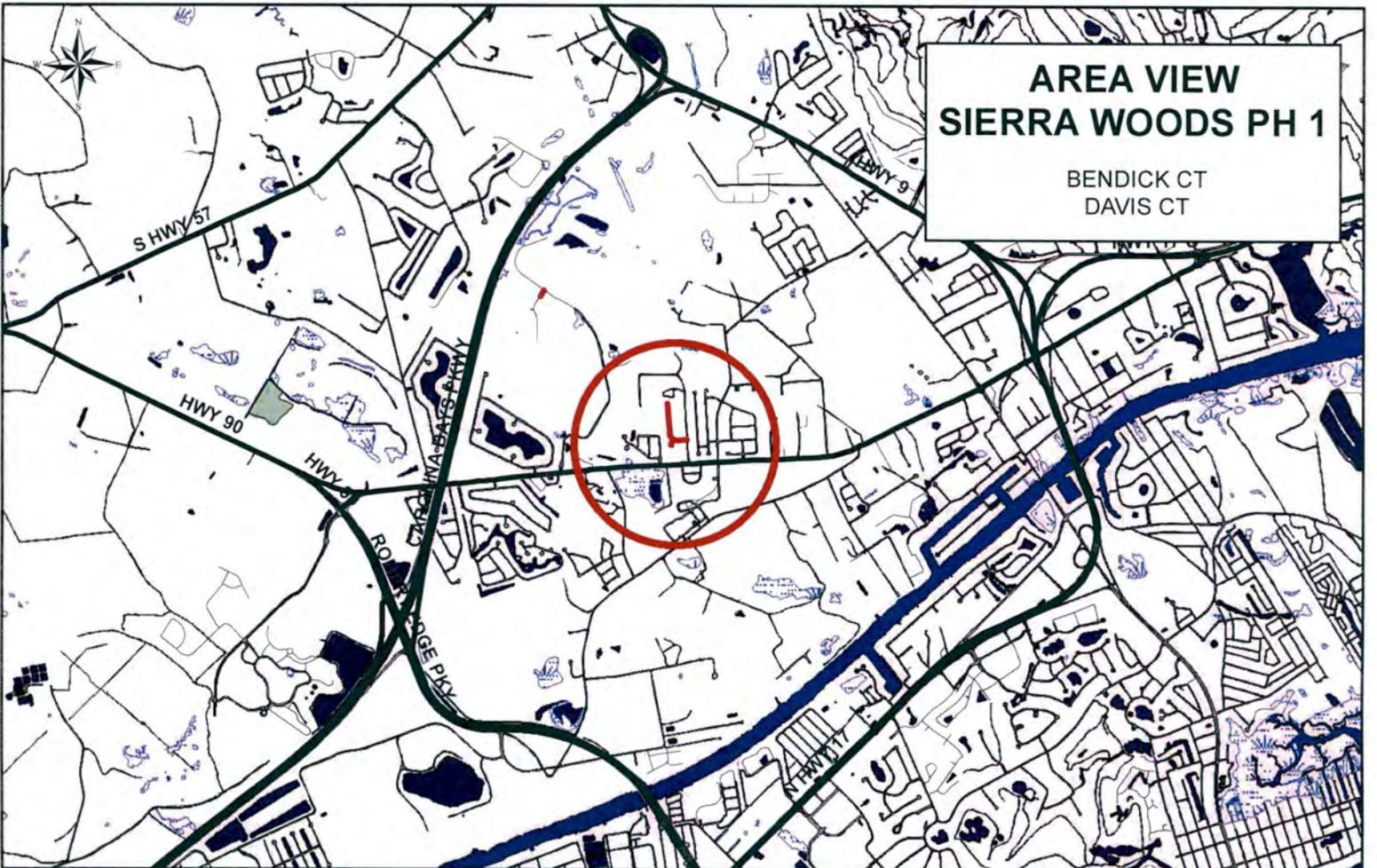
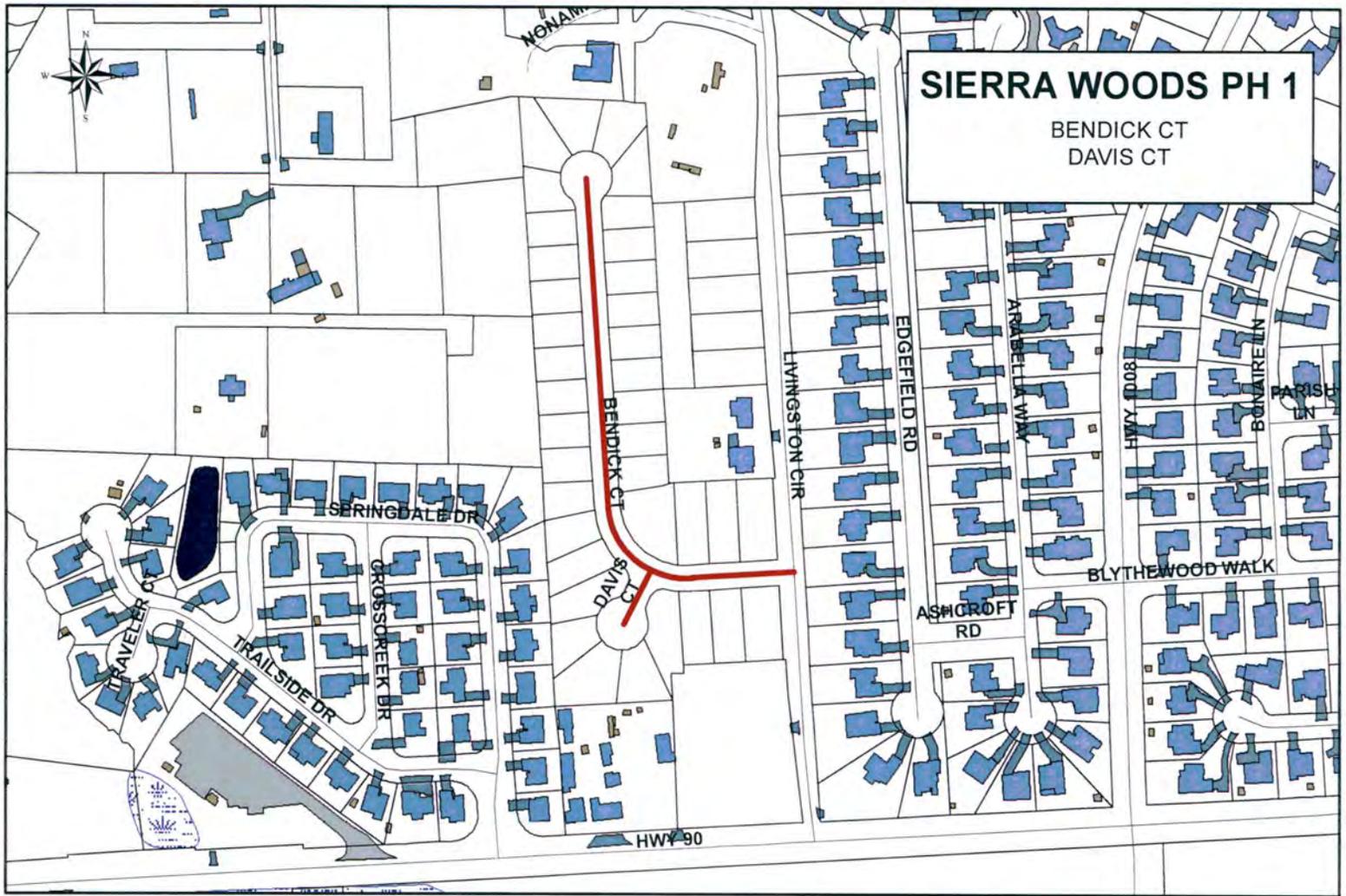
OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends **OPTION A**.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Sierra Woods (Bendick Court & Davis Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.



APPLICATION FOR HORRY COUNTY PARKS & OPEN SPACE BOARD

NAME: Thomas Mezzapelle DATE 10/30/2019

ADDRESS: _____
236 Cox Lane, Longs, SC 29568

TELEPHONE NUMBER: 843-602-1419 (home) 843-349-2180 (work)

DATE OF BIRTH 01/06/1965

YOUR COUNCIL MEMBER / DISTRICT: Paul Prince/9

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: _____
Coastal Carolina Univ. - Secondary Ed. Social Studies - certification 1990 - 1994
Slippery Rock Univ. Political Science and Technical Theatre 1983 - 1988 BA

WORK: _____
Coastal Carolina Univ. Dept. of Public Safety - 1996 to present - LEO
Coastal Carolina Univ. Dept. of Public Safety - 1995 to 1996 - SO
Bert's Surf Shop - 1993 to 1995 - third key, manager

CIVIC ACTIVITIES: _____
Myrtle Beach Area Mountain Bike Association 2018 to present
Horry County Citizens Planning Academy currently enrolled

LIST PREVIOUS SERVICE ON HORRY COUNTY BOARDS OR COMMISSIONS
(indicate dates of 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.


Signature

10/30/2019
Date

Museum

APPLICATION FOR COUNTY APPOINTMENTS

NAME: Hillary Howard DATE 11/7/19

ADDRESS: 1607 Park View Road

Conway SC 29526

TELEPHONE NUMBER: 8434506241 (home) NA (work)

DATE OF BIRTH 11/26/74

YOUR COUNCIL MEMBER / DISTRICT: 7

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

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

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

EDUCATION: resume attached

WORK:

attached

CIVIC ACTIVITIES:

attached

LIST PREVIOUS SERVICE ON Horry COUNTY BOARDS OR COMMISSIONS

(indicate dates of terms):

attached

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.

Reg Howell
Signature

11/7/19
Date

Hillary Howard

Non-Profit Professional

843.450.6241

hillaryhoward@yahoo.com

linkedin.com/in/hillaryahoward

PROFESSIONAL EXPERIENCE

Executive Director

Conway Downtown Alive, Conway, SC, 2009–Present

Direct all operations of non-profit organization focused on the promotion and preservation of Downtown Conway through the National Trust for Historic Preservation's Main Street Program model.

Community Manager

American Cancer Society, Myrtle Beach, SC, 2007–2009

Implemented the American Cancer Society's signature event, Relay for Life, in seven South Carolina communities by mobilizing volunteers to fundraise over \$350K annually.

Marketing Associate

ART Station, Stone Mountain, GA, 2004–2007

Conceptualized, developed and executed marketing plan for a contemporary arts center with annual budget of \$800K. Programs included: theatre, gallery exhibitions, arts education classes, summer arts camp and annual fundraisers.

Associate Producer

Marcus Jewish Community Center, Atlanta, GA, 1998–2004

- Associate Producer, Jewish Theatre of the South
- Special Events Coordinator, Arts and Entertainment Department
- Camp Director, JTS Summer Camp
- Program Director, Katz Family Institute for the ARTS

Administrative Associate

Alliance Theatre Company, Atlanta, GA, 1997–1998

- Season Patron Concierge
- Production Assistant
- Company Management Assistant
- Box Office Associate

AWARDS

2019 Mayor's Spirit of Conway Award

2019 Theatre of the Republic Torry Award

2019 CDA Outstanding Service Award

2017 Horry County Historic Preservation Award

2011 Waccamaw Community Foundation Young Professional Award

2007 ART Station Service Award

2003 Marcus Jewish Community Center of Atlanta Professionalism Award

CIVIC SERVICE

Waccamaw Market Cooperative
2009–Present Board Member/President

Theatre of the Republic
2010–2018 Board Member/President

Coastal Carolina University
2009–Present Homecoming Committee
2009–Present Community Alliance

City of Conway
2008–2015 Recreation Advisory Committee

Smoke Free Horry
2010 Leadership Launch Committee

EDUCATION

Bachelor of Arts

California University of PA

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: November 19, 2019
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)

)

Ordinance 117-19

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 44106040005 FROM HIGHWAY COMMERCIAL (HC) TO OUTPATIENT MEDICAL SERVICES (ME2)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Highway Commercial (HC) to Outpatient Medical Services (ME2) 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 44106040005 and currently zoned Highway Commercial (HC) is herewith rezoned to Outpatient Medical Services (ME2).
- 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 dated this _____ day of _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019
Second Reading:
Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Christopher Steele (Energov # 047019)	Rezoning Request #	2019-10-004
PIN #	44106040005	County Council District #	6 - Crawford
Site Location	3624 Socastee Blvd in Myrtle Beach	Staff Recommendation	Disapproval
Property Owner Contact	Thomas Pate	PC Recommendation	Disapproval 7:1
		Size (in acres) of Request	0.68

ZONING DISTRICTS

Current Zoning	HC
Proposed Zoning	ME2
Proposed Use	Tattoo Shop

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2.65 (Fire/Medic)
Utilities	Public
Character of the Area	Commercial & Residential

ADJACENT PROPERTIES

MHP	MHP	MSF10
HC	Subject Property	HC
RE3	RCS	City of MB

COMMENTS

Comprehensive Plan District: Urban Communities	Overlay/Area Plan: Socastee Boulevard Overlay
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Discussion: The applicant is requesting to rezone for a high-end tattoo shop on an existing commercial property. Formerly the location of a Pawn Shop, the parcel is currently zoned Highway Commercial. Several parcels on the opposite side of Socastee Blvd were previously rezoned for retail and commercial uses. The property is located within the Socastee Blvd Overlay near the Highway 17 overpass and the boundary with the City of Myrtle Beach. ME2 is currently the only district allowing for stand-alone tattoo shops. Named "Outpatient Medical Services District," ME2 is intended to provide opportunities to locate halfway houses, residential treatment centers, outpatient clinics for the treatment of drug and alcohol addiction, and other facilities of a similar nature. The impacts of these uses are proposed to be mitigated through increased buffering requirements and not allowing these uses to located directly adjacent to existing residential development.

This parcel is designated as within a **Neighborhood Activity Center** in the **IMAGINE 2040** comprehensive plan.

Public Comment: 11/7/2019 There was no public input. Chris Steele was present to address questions and concerns.

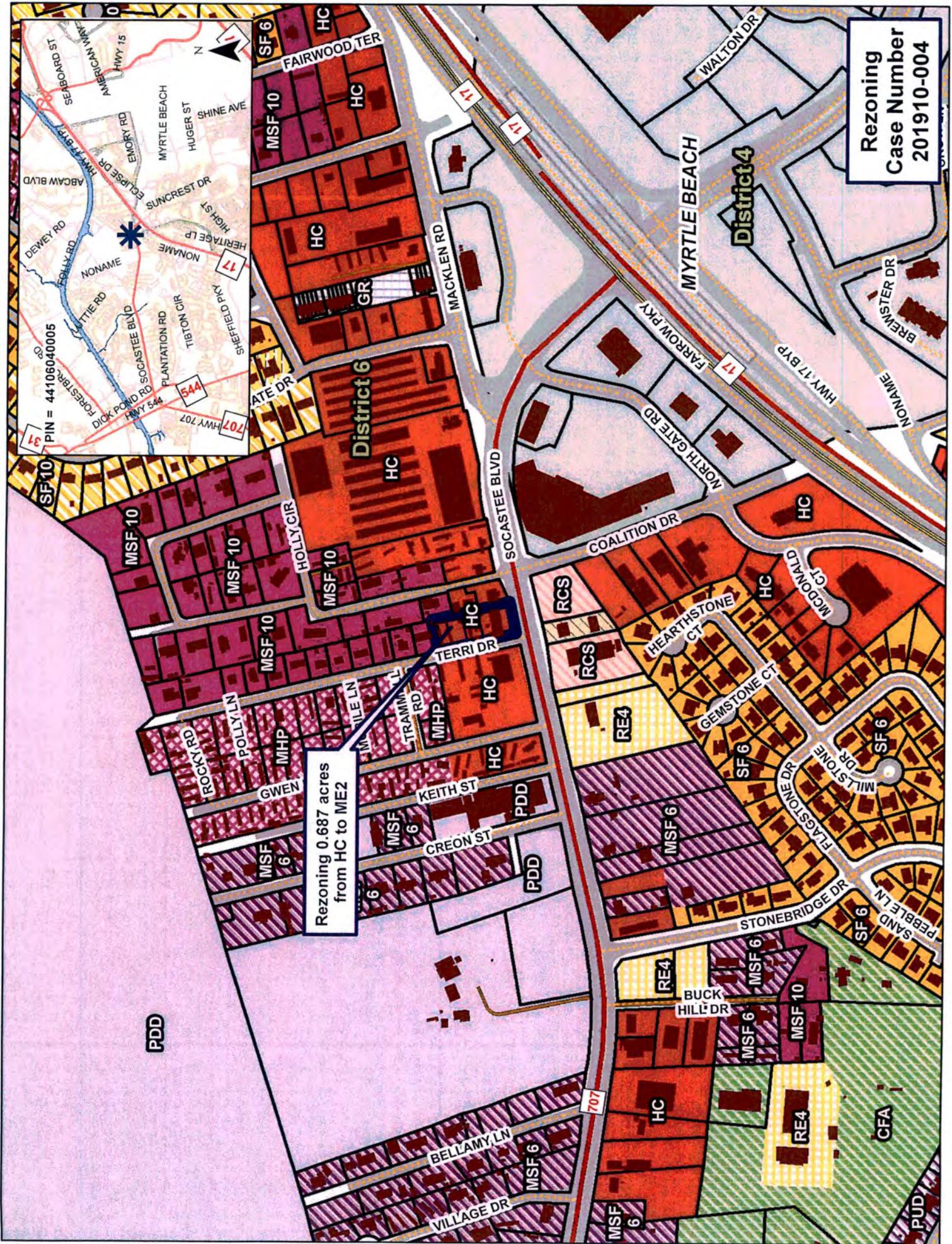
TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning	50 / 500	Existing Road Conditions	State, Paved, Two-Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	75 / 500	Rd, Station, Traffic AADT (2017) % Road Capacity	SC-707 / Socastee Blvd, Station 249 21,800 AADT 60% - 65%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	ME2	HC	RE3	MSF10	HC	RCS
Min. Lot Size (in square feet)	21,780	10,000	10,000	10,000	10,000	10,000
Front Setback	60	50	50	25	50	50
Side Setback	25	10	10	10	10	10
Rear Setback	15	15	15	15	15	15
Bldg. Height	36	120	48	35	120	65

Date Advertised: 10/17/2019 Date Posted: 10/9/2019 # Property Owners Notified: 32 Date Notification Mailed: 10/17/2019 Report Date: 10/17/2019 BY: sm



Rezoning 0.687 acres
from HC to ME2

Rezoning
Case Number
201910-004

COUNTY OF HORRY

)
)
)

Ordinance 118-19

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 33010030002 FROM FOREST AGRICULTURE (FA) TO LIMITED MANUFACTURING AND INDUSTRIAL (MA1)

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 Limited Manufacturing and Industrial (MA1) 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 33010030002 and currently zoned Forest Agriculture (FA) is herewith rezoned to Limited Manufacturing and Industrial (MA1).
- 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 dated this _____ day of _____, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019

Second Reading:

Third Reading:

Rezoning Review Sheet



PROPERTY INFORMATION

Applicant	Ed Hardee (843) 254-7652 (Energov # 046448)	Rezoning Request #	2019-08-003
PIN #	33010030002	County Council District #	11 - Allen
Site Location	8856 Pee Dee Hwy in Conway	Staff Recommendation	Disapproval
Property Owner Contact	Palmetto Synergistic Research LLC	PC Recommendation	Unanimous Disapproval
		Size (in acres) of Request	5.96

ZONING DISTRICTS

Current Zoning	FA
Proposed Zoning	MA1
Proposed Use	Agricultural Processing

LOCATION INFORMATION

Flood and Wetland Information	X
Public Health & Safety (EMS/fire) in miles	2 (Fire/Medic)
Utilities	Public
Character of the Area	Residential and Agricultural

ADJACENT PROPERTIES

FA	FA	FA
FA	Subject Property	FA
FA	FA	FA

COMMENTS

Comprehensive Plan District: Rural Area	Overlay/Area Plan: None
<p>Discussion: The applicant is requesting to rezone 5.96 acres from FA to MA1 to allow for agriculture-related processing. A 20' landscaped buffer will be required and access will need to be provided via an improved, platted 50' private access easement.</p> <p>This parcel is designated as Rural in the IMAGINE 2040 comprehensive plan</p> <p>Rezoning request was deferred on September 5th & October 3rd</p>	
<p>Public Comment: 11/7/2019 There was no public input. The applicant was not present.</p>	

TRANSPORTATION INFORMATION

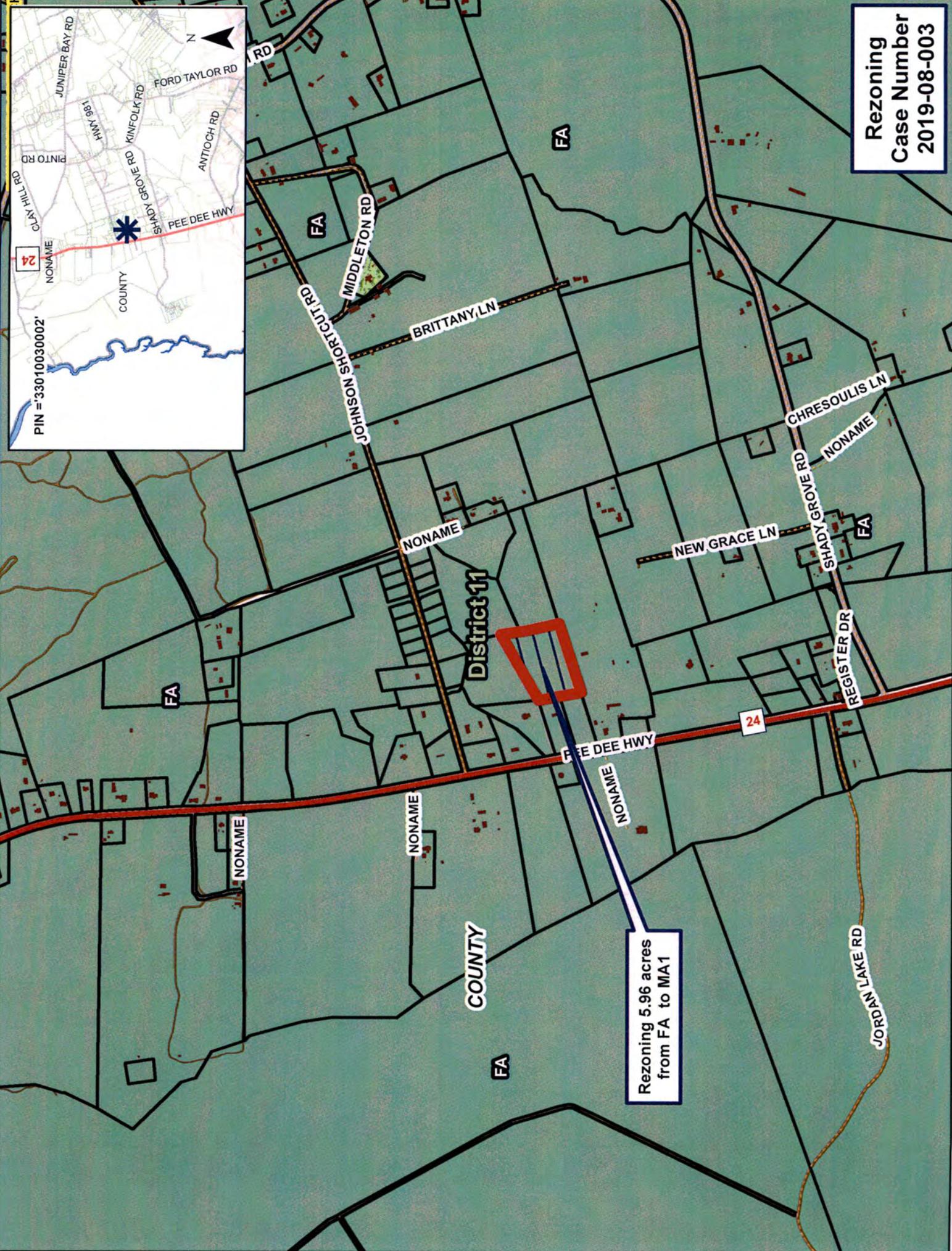
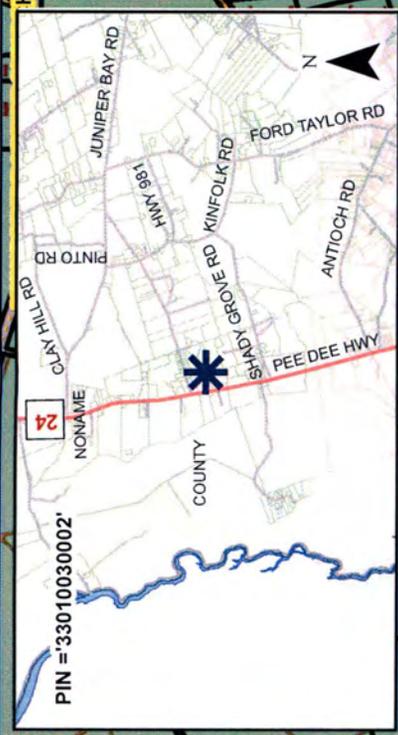
Daily Trips based on existing use / Max Daily Trips based on current zoning	8/50	Existing Road Conditions	State, Paved, Two Lane
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning	10/150	Rd, Station, Traffic AADT (2017) % Road Capacity	S-24, Station 352 1,750 ADT 10-15%
Proposed Improvements			

DIMENSIONAL STANDARDS

	Requested	Current	Adjacent	Adjacent	Adjacent	Adjacent
	MA1	FA	FA			
Min. Lot Size (in square feet)	21780	43560/21780	43560/21780			
Front Setback	50	60/25	60/25			
Side Setback	25	25/10	25/10			
Rear Setback	25	40/15	40/15			
Bldg. Height	60	35/35	35/35			

Date Advertised: 8/15/2019 Date Posted: 8/15/2019 # Property Owners Notified: 16 Date Notification Mailed: 8/15/2019 Report Date: 8/15/2019 BY: sm

Rezoning
Case Number
2019-08-003



Rezoning 5.96 acres
from FA to MA1

COUNTY

District 11

FA

FA

FA

FA

FA

NONAME

NONAME

NONAME

NONAME

NONAME

24

24

24

PIN = 33010030002

HORRY COUNTY COUNCIL

2020 MEETING SCHEDULE

Horry County Council will hold a regular council meeting at 6:00 p.m. on the following dates in Year 2020 in County Council Chambers located in the Horry County Government & Justice Building, 1301 Second Avenue, Conway, SC. Meeting dates/times are subject to change. For further information, contact the Clerk to Council at 843-915-5120.

January 7 & 21

February 4 & 1

March 10 & 24

April 7 & 21

May 5 & 19

June 2 & 16

July 14

August 18

September 1 & 15

October 6 & 20

November 17

December 8