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 19, 2019

G. CONSENT AGENDA

1. Third Reading – Ordinance 107-19 approving and authorizing the county administrator to execute a shuttle contract agreement amendment with Republic Parking to extend the contract termination date to July 31, 2021. (Favorable, Transportation Comm)

2. Community Benefit Funds Allocations:
   - CBF 30-19 $1,000 to Longs Volunteers for Christmas Program/Parade for community seniors & children (Mr. Prince)
   - CBF 31-19 $13,000 to Beach Ball Classic for sponsorship of the 2019 basketball tournament (Messrs. Loftus/Prince/Vaught)
   - CBF 32-19 $30,000 to Horry County Animal Care Center for funding of free animal adoptions (Messrs. Worley/Vaught)

H. PRESENTATIONS / RESOLUTIONS

3. Resolution R-133-19 recognizing and honoring the 2019 Aynor Blue Jacket Football Team on their undefeated regular season. (Mr. Allen)

4. Resolution R-134-19 recognizing James Nate Thompson on his induction into the South Carolina Football Coaches Hall of Fame. (Mr. Bellamy)

5. Presentation on Clemson Extension’s 4-H initiatives. (Miracle Lewis Rabon)

6. Horry/Georgetown Homebuilders Association donation of cat houses to the Horry County Animal Care Center. (Roseann O‘Reilly)

I. READING OF ORDINANCES

7. Third Reading – Ordinance 54-19 to adopt the Horry County Comprehensive Plan, Imagine 2040, and repeal Chapter 15, Article 1, Sections 15-1 and 15-2 of the planning chapter of the Horry County Code of Ordinances.

8. Third Reading – Ordinance 71-19 to approve the request of G3 Engineering, agent for Palmetto Main Street Partners II, LLC, to amend the official zoning maps. (Mr. Prince)

9. Second Reading and Public Hearing – Ordinance 108-19 to amend the Zoning Ordinance pertaining to the rural tourism permit. (Planning Staff)

10. Second Reading and Public Hearing 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 116-19 Kimberley Payne (Mr. Allen)

11. Second Reading and Public Hearing – Ordinance 119-19 approving the abandonment, conveyance, and removal from the county’s maintenance system a remnant portion of the right-of-way of Suggs Street 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)

12. Second Reading and Public Hearing – 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)

J. ANNOUNCEMENTS
K. Memorial Dedication: Richard Gresham

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

<table>
<thead>
<tr>
<th>Council Meetings</th>
<th>I&amp;R Committee</th>
<th>Public Safety Comm.</th>
<th>Administration Comm</th>
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<td>Jan 7 &amp; 21, 6:00 p.m.</td>
<td>Dec 17, 9 a.m.</td>
<td>Dec 17, 2 p.m.</td>
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Fall Budget Retreat Transportation Comm
Dec 12-13, all day January - TBD

M. EXECUTIVE SESSION: (if necessary)

ADJOURN
MINUTES
HORRY COUNTY COUNCIL
REGULAR MEETING
County Council Chambers
November 19, 2019
6:00 p.m.

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

MEMBERS ABSENT: Al Allen.

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. Vaught gave the invocation.

PLEDGE: Mr. Hardee led in the pledge.

PUBLIC INPUT:

1. Nick Rollins spoke regarding reckless discharge of firearms. He reviewed the current law on discharging a firearm and then went over what it didn’t have in it in his opinion. He then compared it with the hunting laws. He was confused as to why the hunting laws contained requirements for hunting that were accepted as responsible gun owners and residents of communities but were allowed to shoot recklessly and at will in neighborhoods in target practicing. It didn’t seem reasonable. He proposed as a solution to adopt the gun laws on the books with regards to the ordinance for shooting in highly dense populated areas.

2. Donna Kaloz spoke regarding I-73. She was there to reiterate the importance of I-73. It was very important to the people of Horry County for safety and job reasons. She asked them to do the right thing and get I-73 built for real progress and for the safety of our residents and millions of visitors.

APPROVAL OF AGENDA CONTENTS: Mr. Howard moved to approve the agenda contents, seconded by Mr. Loftus. Mr. Hardee requested to move Ordinance 115-19 from the consent agenda and move it to Ordinances. Chairman Gardner moved Ordinance 106-19 from the consent agenda to Ordinances and took Ordinance 92-19 off consent and moved it to Ordinances. Mr. DiSabato moved to adopt changes by acclamation, seconded by Mr. Howard. Mr. DiSabato moved to approve the main motion as amended, seconded by Mr. Loftus. The main motion as amended was unanimously passed.

APPROVAL OF MINUTES: Regular Meeting, November 5, 2019: Mr. Vaught moved to approve the Regular Meeting, November 5, 2019 meeting minutes, seconded by Mr. Howard. The motion was unanimously passed.

APPROVAL OF CONSENT AGENDA: Mr. Vaught moved to approve as amended, seconded by Mr. Prince. The motion was passed with Mr. Servant requesting to be shown as a Nay vote (Reusal) on Ordinance 95-19. Mr. Worley requested to be shown as voting Nay on Ordinance 95-19. The consent agenda consisted of the following:

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.

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

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

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

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.

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

First Reading – Ordinance 108-19 to amend the Zoning Ordinance pertaining to the rural tourism permit.

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; Ord 110-19 DDC Engineers, agent for FTTP Bishop Parkway LLC; Fantasy Harbour PDD Amendment; Ord 111-19 Gary Ward, agent for Entity Properties LLC; Ord 112-19 Robert Guyton, agent for Pure Assets LLC; Ord 113-19 South Causeway Builders LLC; Ord 114-19 George Raymond Suggs; and Ord 116-19 Kimberley Payne.

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.

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.

Resolution R-128-19 to opt out of the nationwide class certified for negotiation purpose in the In Re National Prescription Opiate Litigation.

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.

Resolutions accepting roads and drainage into the county system at the following locations:
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

Board Appointments: Thomas Mezzapelle to the Parks & Open Space Board (Mr. Prince); Hillary Howard to the Museum Board of Trustees

PRESENTATIONS / RESOLUTIONS:

Presentation of Certificates of Appreciation to Horry County Sheriff's Office by Mt. Calvary Missionary Baptist Church. Mr. Bellamy was joined at the podium by Rev Smith, Pastor of Mt. Calvary Missionary Baptist Church, and Mr. Worley. Mr. Bellamy read the Certificate and it was presented to Sheriff Thompson. He also recognized Lt. Steve Cox, Sgt. Ernest Beaty, Deputy First Class Bobby Strickland, and Deputy First Class Andy Cooper with certificates for their escort services during a motorcade that escorted a group of motorcycles to Mr. Calvary Baptist Church.

Mr. Worley thanked Council for allowing them to present the certificates and asked that they approve it. Mr. Vaught moved to approve, seconded by Mr. Howard. The motion was unanimously passed.

Sheriff Thompson thanked Council for the certificates. It was an honor to be able to do this.

READING OF ORDINANCES:

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 there to. Mr. Vaught moved to approve, seconded by Mr. Howard. Chairman Gardner thought a motion to amend was needed. Mr. Carotti said not on this one because they did not have the specifics. There were some blanks in the document, a property description, specifics about the company's facility, but this would be consistent with what had been presented in
executive session on two occasions if Council understood by passing this ordinance staff would be filling in the blanks once it received that information from the EDC. The motion was unanimously passed.

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. Loftus moved to approve, seconded by Mr. Howard.

Mr. Carotti said in this particular case they had received that information from Georgetown County and they should have a handout on the day with information about the description of the company as well as the property. It would be proper for a motion to amend to include those things for the final draft. Mr. Vaught so moved, seconded by Mr. Howard. The motion to amend was unanimously passed. The main motion as amended was unanimously passed.

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

First Reading – Ordinance 117-19 to approve the request of Christopher Steele, agent for Thomas Pate, to amend the official zoning maps. Mr. Vaught moved to approve, seconded by Mr. Crawford. Mr. Crawford asked Council to follow suit with the planning commission’s recommendation to disapprove. That would be the way he was voting.

Chairman Gardner said he would support him on that. It was his district and he would know more about it than he would. A no vote would mean no. The motion to approve failed.

First Reading – Ordinance 118-19 to approve the request of Ed Hardee, agent for Palmetto Synergistic Research LLC, to amend the official zoning maps. Mr. Vaught moved to approve, seconded by Mr. Hardee. The motion to approve failed.

First Reading - Ordinance 115-19 to approve the request of John & Donna Coughlin to amend the official zoning maps. Mr. Hardee moved to approve, seconded by Mr. Vaught. Mr. Hardee asked Council to vote Nay on this. The motion failed unanimously.

OLD / NEW BUSINESS:

ANNOUNCEMENTS: Chairman Gardner congratulated the fire department. They were looking for applications to replace 38 – 40 people for the fire department. He asked Chief Tanner how many that he had gotten and the reply was 500 applications.

Approval of the 2020 Council Meeting Dates. Mr. Worley moved to approve, seconded by Mr. Prince. The motion was unanimously passed.

Chairman Gardner said it gave him great pleasure to recognize Mr. Loftus for being a public servant for 15 years. He then presented him with his 15 year service pin.

MEMORIAL DEDICATION: Rosemary Toth; Rev. Johnny Jenerette; Ting Todd; Teresa Lyons; and Willard Beaty.

Mr. Crawford asked that everyone keep Mr. Carroll Craig in their prayers as he was in the Little River Medical Center.

UPCOMING MEETINGS: Regular Council meetings – Dec 10, 6:00 p.m.; I & R Committee – Dec 17, 9 a.m.; Public Safety Committee – Dec 17, 2 p.m.; Transportation Committee – No meeting in Dec; Administration Committee – Dec 3, 2:00 p.m.; Imagine 2040 Plan Workshop – Nov 21, 2:00 p.m.; and Fall Budget Retreat – Dec 12 – 13, all day.

EXECUTIVE SESSION: Receipt of legal advice relating to pending “Hospitality Fee” litigation and SCDOT Financial Participation Agreement. Mr. Vaught moved to enter into executive session for the reasons stated, seconded by Mr. Prince. The motion was unanimously passed. Mr. Prince moved to exit executive session, seconded by Mr. Vaught. The motion was unanimously passed. Mr. Carotti said that while in executive session Council received legal advice relating to the pending “Hospitality Fee” litigation and SCDOT Financial Participation Agreement. While in executive session, no votes were taken and no decisions were made. It would be, based on discussions in executive session, it would be appropriate at the time for County Council to entertain a motion to direct the administrator to exercise the County’s
Chairman Gardner said he thought that was proper and asked if there was a motion. Mr. Worley so moved, seconded by Mr. Howard.

Mr. Worley said this had been going on a long time. The fight with the municipalities when there was really no fight. Back in March the county offered to give the municipalities all of their money. Every nickel that was collected within the municipalities.

Mr. Vaught said and there would have been no attorney’s fees involved to the accepted resolution that was passed back in March or April.

Mr. Worley said that was exactly right. They had been kicking this can down the road and he thought at their previous extension they all agreed that if they couldn’t make some headway on it that at this meeting they would abandon that contract. The next day… It was not all bad. The next day at noon the statehouse members would have an opportunity to pre-file legislation. He thought it was time that the delegation stepped up to fix this problem. Maybe fix was not the right word but he would use it anyway. They could save I-73.

Chairman Gardner said they had $2 billion currently.

Mr. Worley said yes. They had $2 billion but yet they didn’t want to use it for anything to help Horry County and he thought their delegation, and it was time and he thought they would. He thought they would do it the next day. By noon they would probably see a bill introduced that would move them closer to saving I-73 which was a road that he believed it’s time had come. Maybe at one time it was not but he thought it’s time had come. He thought it would be good for economic development. It would be a good public safety road. There were a lot of things that I-73 would do. He would vote to abandon this. Not that he was against I-73. He was for I-73, but he wanted to send a message loud and clear to the municipalities. If they want to get on board and help the county with I-73, good. If they don’t, just say so and let the delegation take care of the problem.

Chairman Gardner said he agreed with him 100%. In fact he thought those were the exact words that he and Mr. Worley used there about 90 days prior when they said they would give it 90 days to see if they could get some kind of commitment from the municipalities, and they did not have that. If Horry County was the only person or only entity willing to kick in money, it was never going to get done. They had kicked the can down the road long enough. All he had heard was it was not going to hurt anything to just kick it down the road anymore. What he would say to them was it was not going to hurt anything to kill it that night. He would vote to kill it that night.

Mr. Vaught told the chairman that he was with him and Mr. Worley. He thought that back in March and April they took a leadership role. He was told specifically by several legislators at that point and time that Council was showing who the adult in the room was because they couldn’t get any action out of anybody to make this thing happen and they stepped up, put a resolution on the table, voted for that resolution, and it was a better deal than any kind of an agreement was going to give them because it was a free deal. It was this is your money. You are going to get it back. They would dedicate a certain amount to building I-73 which would benefit the coastal municipalities much more than it would benefit the western part of the county. They could help them build it. The county would take the leadership role and get it done. The county got no cooperation whatsoever. They kept putting off the SCDOT contract saying okay it was not costing us anything but at this point and time, it was not possible for the SCDOT contract, the way it was written, for it to get done this fiscal year. It represented a fiscal year’s work. That was not possible. He saw no reason to keep it alive. If the money comes through, if an agreement comes about so that the cities would step up and do their part in building I-73, then he didn’t think SCDOT was going to be against the county recalculating and doing a new contract. So he saw no reason for them to continue to kick this can down the road.

Mr. Prince wanted to make sure he understood that they were voting to not extend this. They were voting to kill it.

Chairman Gardner said yes, that was correct. To terminate the contract. A yes vote means to terminate the contract.

Mr. Hardee said he was just basically going to reiterate what he was saying. He thought they had had enough he said, she said. He thought, like Mr. Worley said, the delegation needed to step up. They needed to all be in a room, municipalities included, and if they wanted to participate then have a meeting and do it. This stuff with the Council sitting there saying
this was what they were going to try to do and the delegation over here saying this was what they were going to do and nobody agreeing, they were not getting anywhere. So he didn’t support it at all.

Mr. DiSabato said he would say there was a lot of talk on the dais about the municipalities not participating in helping to get I-73 completed was a little bit of misleading in some respects. They certainly hadn’t had any formal support from them at that point but they were...

Mr. Worley told him to be careful.

Mr. DiSabato said they were attempting to get them to come to the table to help the county with this. Until they knew that they definitely won’t, he didn’t see the harm in extending this contract. Also, he did not agree with letting the state legislature lead on local issues of local import where Council should be acting as leaders.

Mr. Howard clarified that a yes was to carry forward or no to stop it.

Chairman Gardner said yes means terminate.

Mr. Howard clarified that yes means terminate and no means continue.

Chairman Gardner said yes.

Mr. Crawford wanted to echo what Councilman DiSabato said. He did think that they would run the risk of the legislature running this operation instead of the local municipality and he thought the local municipalities, local government... He thought that if they kill the contract what they were going to do was they were going to go back and make this thing project specific.

Mr. Vaught asked if he was talking about the legislature.

Mr. Crawford said the legislature.

Chairman Gardner asked if he wanted to elaborate on that and tell them why he thought that because he thought that they were willing to extend this thing and if the money was there they would enter into a new contract with the county.

Mr. Worley said that was right. Anything we wanted to.

Chairman Gardner said they had stood up there for 6 months and said what was the problem postponing. It was not costing anything. Well it was costing the staff time, costing money, costing aggravation over and over again, and what was the harm in killing it now because it was going to have to be remodeled anyway. Even if they had everything in place, the contract as it existed would have to be revised so it would work for the new project. So rather than having a contract that was flawed sitting on the shelf with maybe it would work or maybe it would not work, let’s go ahead and kill it that night. Let’s work for trying to settle the lawsuit if they could and move forward and let Horry County lead the way like it always does.

Mr. Worley told the chairman he was exactly right. They had worked hard to get this thing done. The thing about it was they were where they were again back in March. That was where they were that day in the settlement.

Chairman Gardner said yes. Mr. Vaught was right because if they had taken that settlement back then they would have saved a great deal of money that they had already spent.

Mr. Worley said they would have been building the road now.

Mr. Bellamy recommended that they have a joint meeting with Horry County, the delegation, and the municipalities and discuss these issues and come up with some consensus.

Chairman Gardner said that was a great idea but for that night they were going to vote to terminate this contract.

Mr. Bellamy said that was correct. He was in favor of terminating it.
Mr. Loftus said he tended to agree with everything that was being said. They had kicked the can and kicked the can waiting for the cities, waiting for the state, waiting for somebody to come along with us and so far nobody had. All they had done was throw road blocks in front of us, one right after another. So he was all for... They were not going to fish so let's just cut bait.

Mr. Vaught said they had been kicking it down the road. They had been showing leadership and had been doing everything they should have been doing. He told Mr. Bellamy that he had a good suggestion. Let's get everybody together and sit down around the table and settle it. They tried that back in March and April. Nobody would even respond to the document that the county put out spelling out exactly what they would do. They would not even respond to it. Wouldn't answer it. Wouldn't sit down at the table. Wouldn't do anything. They went public with what they considered to be a great offer and what, according to all the rumors they hear about the agreements now, was a great offer. A much better offer than the agreement had for them and for the county and would have built I-73. So he had had enough.

Chairman Gardner called for the vote. A Yea would terminate this contract.

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Mr. Hardee told Mr. Vaught that they did respond to them but it was in... They had to sign a secret agreement to talk to them.

Mr. Vaught told him he was correct and he didn’t think anybody on the dais was going to go through with that.

The vote was unanimous to instruct the administrator to send the letter terminating the contract.

ADJOURNMENT: With no further business, Mr. Worley moved to adjourn at approximately 7:27 p.m. and it was seconded. The motion was unanimously passed. The meeting was adjourned in memoriam of: Rosemary Toth; Rev. Johnny Jenerette; Ting Todd; Teresa Lyons; and Willard Bailey.
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 June 30, 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 10th day of December, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 5, 2019  
Second Reading: November 19, 2019  
Third Reading: December 10, 2019
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 certainCourtesy 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

By: __________________________

Name: Steven S. Gosnell

Its: Administrator

Date: ______________

REPUBLIC PARKING

By: __________________________

Name: ________________________

Its: __________________________

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 1938:**
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 843/625-9096)

with a copy to:
HCDA Attorney,
1100 Jetport Road
Myrtle Beach, SC 29577
(Tel: 843/448-1580; fax 843/625-9096)

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 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 party 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: [Signature]
Witness: [Signature]
County: Michael LaPier, Director, Horry County Department of Airports
Witness: [Signature]
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 year). These times are approximate. They are estimates for planning purposes only and will be adjusted monthly throughout the Contract to meet passenger requirements.

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

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

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

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

Minimum Shuttle Vehicle Specifications

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

COMMUNITY BENEFIT RESOLUTION R-30-19

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

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

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

WHEREAS, the following allocations have been requested:

<table>
<thead>
<tr>
<th>Council District</th>
<th>Amount</th>
<th>Organization &amp; Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>$1,000</td>
<td>Longs Volunteers – Christmas Program/Parade for seniors and children in the community.</td>
</tr>
</tbody>
</table>

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

AND IT IS SO RESOLVED this 10th day of December, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council
REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 9  Date of Request 11/13/19

Non-Profit Organization Making Request:

Name: Longo Volunteers

(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: PO Box 453 Longo 29568

Phone: ___________________________ Federal ID Number: ___________________________

IRS Code Section under which tax exemption was granted: On file

IRS Tax Exemption Determination Letter attached? On file Yes No

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

Description of the Tax Exempt Purpose of this Organization:

__________________________________________________________________________

Amount Requested $1000.00  Dated Needed ___________________________

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

Christmas Program/Parade for community seniors and children.

__________________________________________________________________________

Requested By: (Printed Name) ___________________________________________________________________

Position in the Organization: __________________________________________________________________

Signature: _______________________________________________________________________________
A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

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

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

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<tbody>
<tr>
<td>4</td>
<td>$10,000</td>
<td>Beach Ball Classic – Sponsorship of the 2019 basketball tournament.</td>
</tr>
<tr>
<td>8</td>
<td>$ 1,500</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>$ 1,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$13,000</td>
<td></td>
</tr>
</tbody>
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NOW, THEREFORE, BE IT RESOLVED that Horry County Council approves the above allocations from the Council District community benefit accounts and the funded organizations must comply with the County’s funding agreement and procedures as applicable.

AND IT IS SO RESOLVED this 10th day of December, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council
REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 4 & 9  
Date of Request 11/13/19

Non-Profit Organization Making Request:

Name: Beach Ball Classic  
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: PO Box 3893  Myrtle Beach 29578

Phone: __________________________  Federal ID Number: __________________________

IRS Code Section under which tax exemption was granted: __________________________

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

Description of the Tax Exempt Purpose of this Organization:

______________________________________________

______________________________________________

Amount Requested  
$19,000 - Dist 4  
1,500 - Dist 9  
1,500 - Dist 8  
Dated Needed __________________________

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

Sponsorship of the 2019 Basketball Tournament

______________________________________________

Requested By: (Printed Name)  Gary Lofthus & Paul Prince

Position in the Organization: __________________________

Signature: __________________________
COUNTY OF HORRY  )  COMMUNITY BENEFIT RESOLUTION R-32-19
STATE OF SOUTH CAROLINA  )

A RESOLUTION APPROVING AN ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS.

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

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

WHEREAS, the following allocations have been requested:

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</thead>
<tbody>
<tr>
<td>1</td>
<td>$25,000</td>
<td>Horry County Animal Care Center - Pilot program funding to provide for free animal adoptions.</td>
</tr>
<tr>
<td>8</td>
<td>$ 5,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$30,000</td>
<td></td>
</tr>
</tbody>
</table>

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

AND IT IS SO RESOLVED this 10th day of December, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

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

Attest:

Patricia S. Hartley, Clerk to Council
REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District _______ Date of Request 11/12/19

Non-Profit Organization Making Request:

Name: Horry County Animal Care Center
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: ________________________________

Phone: __________________________ Federal ID Number: __________________________

IRS Code Section under which tax exemption was granted: __________________________

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

Description of the Tax Exempt Purpose of this Organization:
____________________________________________________________________________
____________________________________________________________________________

Amount Requested $25,000 - Dist 1 5,000 - Dist 8 Dated Needed ________________

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

Initiation of a pilot program to provide fencing for free animal adoptions to Horry County citizens.

Requested By: (Printed Name)__________________________

Position in the Organization: __________________________

Signature: _______________________________
A RESOLUTION RECOGNIZING AND HONORING THE 2019 AYNOR BLUE JACKET FOOTBALL TEAM ON THEIR UNDEFEATED REGULAR SEASON.

WHEREAS, THE AYNOR BLUE JACKET FOOTBALL TEAM completed its 2019 season undefeated and won a playoff game;

WHEREAS, the Blue Jackets won all nine of the their regular season games on their way to winning Region VI AAA championship;

WHEREAS, the Blue Jackets hosted Georgetown in the first round of the playoffs and defeated them with a score of 43-13;

WHEREAS, the Blue Jackets hosted May River in the second round and fell behind early but battled back for a narrow defeat;

WHEREAS, the County is pleased and proud to acknowledge extraordinary efforts and achievements of its citizens who bring Horry County praise and recognition, and County Council, with sincere congratulations, salutes the Aynor High School Football Team, Coach Jason Allen and his assistants, volunteers, players’ parents and families, and supporters and fans.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council congratulates, recognizes, honors, and appreciates THE AYNOR BLUE JACKET FOOTBALL TEAM on its 2019 undefeated regular season.

AND IT IS SO RESOLVED this 10th day of December, 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
A RESOLUTION RECOGNIZING JAMES NATE THOMPSON ON HIS INDUCTION INTO THE SOUTH CAROLINA FOOTBALL COACHES HALL OF FAME.

WHEREAS, Thompson, a 1974 graduate of Conway High School and a 1978 graduate of South Carolina State University, returned home to Conway in 1983 to coach defensive line and later the defensive coordinator for the Tigers; and

WHEREAS, Thompson became head coach of Choppee High School in 1998 and assisted with its combination with Pleasant Hill High School to form Carvers Bay High School in 2000; and

WHEREAS, Thompson as head coach of Carvers Bay won State Championships in 2002 and 2006 while appearing in three additional championship games; and

WHEREAS, under Thompson’s guidance Carvers Bay won region titles in 2002, 20012, 2013, 2017 and 2018 while achieving a record of 164 wins to only 69 losses; and

WHEREAS, Thompson also served as a head coach of the North/South All-Star game, a coach of the Shrine Bowl All-Star game, past president of the South Carolina Athletic Coaches Association, and past president of the South Carolina Football Coaches Association; and

WHEREAS, Thompson continues his guidance to young men in our community as the defensive line coach for Conway High School; and

WHEREAS, Thompson’s success as a football coach is only overshadowed by the role model and mentor he has been to thousands of young men.

NOW, THEREFORE, BE IT RESOLVED that Horry County Council congratulates, recognizes, honors, and appreciates James Nate Thompson on his pending induction into the South Carolina Football Coaches Hall of Fame on December 13, 2019.

AND IT IS SO RESOLVED this 10th day of December, 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
AN ORDINANCE TO ADOPT THE HORY COUNTY COMPREHENSIVE PLAN, IMAGINE 2040 AND REPEAL CHAPTER 15, ARTICLE 1, SECTIONS 15-1 AND 15-2 OF THE PLANNING CHAPTER OF THE HORY COUNTY CODE OF ORDINANCES.

WHEREAS, the Horry County must continually plan for the physical, social and economic growth, development and redevelopment in order to promote public health, safety, morals, convenience, prosperity, general welfare, as well as the efficiency and economy of the County in accordance the Title 6, Chapter 29 of the South Carolina Code of Laws; and,

WHEREAS, the Horry County must evaluate and update the Comprehensive Plan at least every five years, and must prepare and recommend a new plan, including all of its elements every ten years in accordance to S.C. Code § 6-29-510(E); and,

WHEREAS, the Horry County Comprehensive Plan, Envision 2025, was adopted by Horry County Council in 2006 and has had minor revisions since its initial adoption; and,

WHEREAS, Horry County has experienced extensive growth and change over the last decade and there is need to ensure that growth is occurring in a manner that is consistent with the desires of the community and occurs in a fiscally responsible manner, as required by S.C. Code § 6-29-510(C and E); and,

WHEREAS, the Horry County Planning Commission initiated the development of a new comprehensive plan in 2017 by establishing an ad-hoc steering committee to guide the Plan’s development; and,

WHEREAS, Horry County ensured broad-based citizen participation and the involvement of various governmental and quasi-governmental entities in the planning process to ensure the plan reflects the desires of the community and does not conflict with other jurisdictions, regional plans and other issues in accordance with S.C. Code § 6-29-510(B), § 6-29-520(A) and § 6-29-530; and,

WHEREAS, the IMAGINE 2040 Comprehensive Plan includes an inventory of existing conditions and projected trends in population, cultural resources, natural resources, housing, community facilities, public safety, transportation, economic development, priority investments, and land use as required by S.C. Code § 6-29-510(D); and,

WHEREAS, the IMAGINE 2040 Comprehensive Plan conveys the community’s vision that Horry County will sustain and enhance the quality of life for our residents and visitors by fostering healthy and safe communities, preserving our natural assets and rural heritage, encouraging business growth and economic diversification, and providing services and public facilities that will protect and strengthen our future; and,

WHEREAS, the Horry County Planning Commission by Resolution No. PC-2018-01 recommended the adoption of the IMAGINE 2040 Comprehensive Plan, including all maps, appendices, and other descriptive material contained within by ordinance as required by S.C. Code § 6-29-520(B) and § 6-29-530; and,

WHEREAS, the Horry County Planning Commission resolved that the following plans remain as valid components of the IMAGINE 2040 Comprehensive Plan and are subject to periodic review or updates as necessary in response to changes in growth or direction of development in Horry County: the Burgess Community Area Plan, Mt. Vernon Rural Area Management Plan, Racepath Neighborhood Revitalization Plan, Bennett Loop Neighborhood Revitalization Plan, Highway 319 Rural Heritage Area Plan, the Horry County Bicycle and Pedestrian Plan, Horry County Historic Preservation Plan, Horry County Parks and Open Space Plan, and the Horry County Beachfront Management Plan; and,
WHEREAS, Chapter 15, Article 1, Sections 15-1 and 15-2 of the Horry County Code of Ordinances are obsolete and no longer accurately reflect our comprehensive planning process and operations.

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. Adoption of the Horry County Comprehensive Plan, IMAGINE 2040: Horry County Council hereby adopts the Horry County Comprehensive Plan, superceding the Envision 2025 Comprehensive Plan and all other preceding comprehensive plans.

2. Repeal of Chapter 15, Article 1, Sections 15-1 and 15-2 of the Horry County Code of Ordinances: Horry County Council hereby repeals Chapter 15, Article 1, Sections 15-1 and 15-2 of the Horry County Code of Ordinances, as they are obsolete chapters of the Planning Chapter.

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 10th day of December, 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: July 29, 2019
Second Reading: August 13, 2019
Third Reading: December 10, 2019
Date: July 29, 2019
From: Planning and Zoning
Division: Infrastructure & Regulation
Prepared By: Leigh Kane, Principal Planner
Cleared By: David Schwerd, Interim Director of Planning
Regarding: Ordinance to adopt IMAGINE 2040 Comprehensive Plan

ISSUE:

Should Horry County adopt the IMAGINE 2040 Comprehensive Plan?

PROPOSED ACTION:

Approve the ordinance to adopt the IMAGINE 2040 Comprehensive Plan.

RECOMMENDATION:

Planning Commission recommended approval on December 6, 2018.
IMAGINE 2040 Steering Committee recommended approval on August 16, 2018.
Staff recommends approval.

BACKGROUND:

South Carolina Code of Laws requires that local governments develop comprehensive plans to guide zoning, land development regulations, and capital improvements. Comprehensive plans and the elements within it are required to be reviewed as often as necessary, but not less than once every five years, to determine whether changes, additions or amendments are needed. The comprehensive plan must be rewritten at least every ten years to account for growth and the desires of the community. Horry County adopted its last comprehensive plan, Envision 2025 in 2008. Revisions to individual elements of this plan have been adopted over the course of the last decade; however, extensive change has occurred to Horry County over this same timeframe. In order to remain compliant with South Carolina Code of Laws and have a guiding document for future growth and services, Horry County must adopt a new comprehensive plan via ordinance. The Plan and its contents will formally become the County’s policy for future growth.

ANALYSIS:

In December 2017, Planning Commission established an ad-hoc steering committee to guide the development of the new comprehensive plan. Over the course of 2018, the IMAGINE 2040 Steering Committee and staff obtained public input, assessed the existing conditions of the County, and developed recommendations in regards to growth, infrastructure, and public services. Throughout the planning process, public input was solicited and incorporated into the plan.

On August 16, 2018, the IMAGINE 2040 Steering Committee unanimously recommended approval of the plan to the Planning Commission. On October 25, 2018, Planning Commission held a special
workshop regarding the plan and began 30-day public comment period, which was followed by a formal public hearing and unanimous recommendation of the plan on December 6, 2018.

The overarching vision of the plan embodies the plan’s direction: “Horry County will sustain and enhance the quality of life for our residents and visitors by fostering healthy and safe communities, preserving our natural assets and rural heritage, encouraging business growth and economic diversification, and providing services and public facilities that will protect and strengthen our future.”

The Future Land Use Map and definitions, along with the Plan’s implementation strategies will guide future development patterns, additional planning efforts, regulatory changes, and policy changes that are aimed to achieve the community’s vision of the future.

A complete draft of the plan can be reviewed at: https://www.horrycounty.org/Departments/Planning-and-Zoning/IMAGINE2040.
A RESOLUTION FROM THE HORRY COUNTY PLANNING COMMISSION TO THE HORRY COUNTY COUNCIL RECOMMENDING ADOPTION OF THE HORRY COUNTY COMPREHENSIVE PLAN, IMAGINE 2040.

WHEREAS, the Horry County Planning Commission must continually plan for the physical, social and economic growth, development and redevelopment in order to promote public health, safety, morals, convenience, prosperity, general welfare, as well as the efficiency and economy of the County in accordance the Title 6, Chapter 29 of the South Carolina Code of Laws; and,

WHEREAS, the Horry County Planning Commission must evaluate and update the Comprehensive Plan at least every five years, and must prepare and recommend a new plan, including all of its elements, to Horry County Council every ten years in accordance to S.C. Code § 6-29-510(A); and,

WHEREAS, the Horry County Comprehensive Plan, Envision 2025, was adopted by Horry County Council in 2008 and has had minor revisions since its initial adoption; and,

WHEREAS, the Horry County Planning Commission initiated the development of a new comprehensive plan in 2017 by establishing an ad-hoc steering committee to guide the Plan’s development; and,

WHEREAS, Horry County Planning Commission ensured broad-based citizen participation in the development of the Comprehensive Plan as required by S.C. Code § 6-29-520(A) and § 6-29-530 by ensuring the steering committee was comprised of citizens and community stakeholders, conducting a countywide public input survey, scheduling community public information and input meetings, soliciting public comments, and conducting a public hearing; and,

WHEREAS, Horry County ensured the involvement and participation of various governmental and quasi-governmental entities in the planning process to ensure the plan does not conflict with other jurisdictions, regional plans and other issues in accordance with S.C. Code § 6-29-510(B); and,

WHEREAS, the IMAGINE 2040 Comprehensive Plan includes an inventory of existing conditions and projected trends in population, cultural resources, natural resources, housing, community facilities, public safety, transportation, economic development, priority investments, and land use as required by S.C. Code § 6-29-510(D); and,

WHEREAS, the IMAGINE 2040 Comprehensive Plan conveys the community’s vision that Horry County will sustain and enhance the quality of life for our residents and visitors by fostering healthy and safe communities, preserving our natural assets and rural heritage, encouraging business growth and economic diversification, and providing services and public facilities that will protect and strengthen our future; and,
WHEREAS, the IMAGINE 2040 Comprehensive Plan includes implementation strategies that align with the vision, needs and goals of the community in accordance with S.C. Code § 6-29-510(C); and,

WHEREAS, the Horry County Planning Commission, in accordance with S.C. Code § 6-29-510(E), holds the Comprehensive Plan as their recommendations to the Horry County Council regarding wise and efficient use of public funds, future growth, development and redevelopment, and their fiscal impact on property owners within Horry County.

BE IT, THEREFORE, RESOLVED THAT:

The Horry County Planning Commission recommends that Horry County Council adopt the IMAGINE 2040 Comprehensive Plan, including all maps, appendices, and other descriptive material contained within by ordinance as required by S.C. Code § 6-29-530.

The Horry County Planning Commission resolves that the following plans shall remain as valid components of the IMAGINE 2040 Comprehensive Plan and are subject to periodic review or updates as necessary in response to changes in growth or direction of development in Horry County: the Burgess Community Area Plan, Mt. Vernon Rural Area Management Plan, Racepath Neighborhood Revitalization Plan, Bennett Loop Neighborhood Revitalization Plan, Highway 319 Rural Heritage Area Plan, the Horry County Bicycle and Pedestrian Plan, Horry County Historic Preservation Plan, Horry County Parks and Open Space Plan, and the Horry County Beachfront Management Plan.
AND IT IS SO RESOLVED.

Dated this 16th day of December, 2018.

HORRY COUNTY PLANNING COMMISSION

Stevan Neeves, District 6, CHAIRMAN

Jerome Randall, District 1
Chuck Rhome, District 3
Joseph C. Ray, Jr. District 5
Burnett Owens, District 8
Kimberly K. Hardee, District 10

Pamela Cecala, District 2
Marvin Heyd, District 4
Chris Hennigan, District 7
Martin Dawsay, District 9
Charles Brown, District 11
COUNTY OF HORRY
STATE OF SOUTH CAROLINA

Ordinance 71-19

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 34900000013 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 34900000013 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 5th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1       Bill Howard, District 2
Dennis DiSabato, District 3       Gary Loftus, District 4
Tyler Servant, District 5         Cam Crawford, District 6
Orton Bellermy, 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: August 13, 2019
Second Reading: October 15, 2019
Third Reading: December 10, 2019

#2019-07-007 G3 Engineering, agent for Palmetto Main Street Partners II, LLC
## Property Information

<table>
<thead>
<tr>
<th>Applicant</th>
<th>G3 Engineering (843) 237-1001 (Engrev # 046140)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIN #</td>
<td>34900000013</td>
</tr>
<tr>
<td>Site Location</td>
<td>Old Sanders Dr in Little River</td>
</tr>
<tr>
<td>Property Owner</td>
<td>Palmetto Main Street Partners II, LLC</td>
</tr>
<tr>
<td>Contact</td>
<td></td>
</tr>
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</table>

### Zoning Districts

<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>CFA</th>
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<tbody>
<tr>
<td>Proposed Zoning</td>
<td>MRD3</td>
</tr>
<tr>
<td>Proposed Use</td>
<td>Residential Subdivision</td>
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</table>

### Location Information

<table>
<thead>
<tr>
<th>Flood and Wetland Information</th>
<th>X</th>
<th>North Myrtle Beach</th>
<th>North Myrtle Beach</th>
<th>CFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Health &amp; Safety (EMS/fire) in miles</td>
<td>4.75</td>
<td>North Myrtle Beach</td>
<td>Subject Property</td>
<td>North Myrtle Beach</td>
</tr>
<tr>
<td>Utilities</td>
<td>Public</td>
<td>CFA</td>
<td>SF14.5</td>
<td>North Myrtle Beach</td>
</tr>
</tbody>
</table>

### Comments

Comprehensive Plan District: Urban Communities

Overlay/Area Plan: None

Discussion: The applicant is requesting to rezone to allow a residential development consisting of 71 single family detached units. As shown, the project would have a gross and net density of 1.63 units/ac. The agent states there are no wetlands on site. The project will not incorporate sustainable development criteria. The project proposes 19 of the 71 units having shared access onto W. Pelican Trail and the remaining 52 units accessing W. Pelican Trail via cul-de-sac.

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

Public Comment: 8/1/2019: Debbie Sapliway, Wayne Russell, Cindy Williams and Charles Davis spoke in opposition of the request. Their concerns were drainage and flooding. Felix Pitts, David Gant, and Doug Wendell were present to address questions and concerns.

### Transportation Information

<table>
<thead>
<tr>
<th>Daily Trips based on existing use</th>
<th>0 / 200</th>
<th>Existing Road Conditions</th>
<th>County, Paved, Two lane</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Daily Trips based on proposed use</td>
<td>512 / 512</td>
<td>Rd, Station, Traffic AADT (2018)</td>
<td>R. Edge Pkwy, Station (332) 19,900 AADT 50-55%</td>
</tr>
</tbody>
</table>

### Dimensional Standards

<table>
<thead>
<tr>
<th>Min. Lot Size (in square feet)</th>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRD3</td>
<td>6000</td>
<td>43560</td>
<td>43560</td>
<td>21780</td>
<td>14500</td>
<td></td>
</tr>
</tbody>
</table>

| Front Setback                  | 25        | 60/25   | 60/25    | 25        |          |          |
| Side Setback                   | 10        | 25/10   | 25/10    | 10        |          |          |
| Rear Setback                   | 15        | 40/15   | 40/15    | 15        |          |          |
| Bldg. Height                   | 40        | 35/35   | 35/35    | 35        |          |          |
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. 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

<table>
<thead>
<tr>
<th>Activities</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agricultural Activities</td>
<td>These activities can include, but are not limited to: rent-a-row, you-pick operations, harvest market</td>
</tr>
<tr>
<td>Education Classes/ Tours</td>
<td>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)</td>
</tr>
<tr>
<td>Food Service, including, Food Trucks</td>
<td>On-site consumption of food, to include Farm to Table events</td>
</tr>
<tr>
<td>Rural Activities</td>
<td>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.</td>
</tr>
<tr>
<td>Rural Retail</td>
<td>Nurseries and the sale of agricultural products, produce and value added products.</td>
</tr>
<tr>
<td>Seasonal Activities</td>
<td>These activities can include, but are not limited to: corn mazes, haunted houses/ forests, egg hunts, and holiday light displays</td>
</tr>
<tr>
<td>Events</td>
<td>These events can include, but are not limited to: weddings, birthdays, and corporate events</td>
</tr>
</tbody>
</table>

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  Carn 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: December 10, 2019
Third Reading:
AN ORDINANCE TO AMEND THE ZONING ORDINANCE, APPENDIX B OF THE HORRY COUNTY CODE OF ORDINANCES; AND TO APPROVE THE REQUEST TO AMEND ORDINANCE # 61-15, THE PLANNED DEVELOPMENT DISTRICT (PDD) FOR CAROLINA FOREST STORAGE (PIN 397000000012 AND PIN 39714010002) CONSTITUTING A TOTAL OF 15.0+/- 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 Carolina Forest Storage 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 Carolina Forest Storage 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 Carolina Forest Storage Planned Development District (PDD) Amendment Ordinance # ______,” and Exhibit A entitled “Conceptual Site Plan; Carolina Forest Storage”
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: December 10, 2019
Third Reading:
ATTACHMENT A
Summary of Carolina Forest Storage Development District (PDD) Amendment
ORDINANCE #

HCPD Case # 2019.10.005
PINs 397000000012 & 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

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

2. Dimensional Standards and Project Density

<table>
<thead>
<tr>
<th>Proposed Use</th>
<th>Min. Lot Area</th>
<th>Front</th>
<th>Side</th>
<th>Rear</th>
<th>Side Corner</th>
<th>Height (a)</th>
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</thead>
<tbody>
<tr>
<td>Mini-warehouse Facilities</td>
<td>15 ac +/-</td>
<td>25'</td>
<td>10'</td>
<td>15'</td>
<td>N/A</td>
<td>35'</td>
</tr>
</tbody>
</table>

(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

Jeff Miller, agent for Chase Storage, LLC; Carolina Forest Storage PDD Amendment, (2019.10.005)
PROPERTY INFORMATION

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

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 |

COMMENTS

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

DIMENSIONAL STANDARDS

<table>
<thead>
<tr>
<th>Min. Lot Size (in square feet)</th>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 acre</td>
<td>PDD</td>
<td>PDD</td>
<td>GR</td>
<td>MRD3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Setback</td>
<td>25</td>
<td>25</td>
<td>20</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Side Setback</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear Setback</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bldg. Height</td>
<td>35</td>
<td>35</td>
<td>35</td>
<td>40</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 42600000016) 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

DDC Engineers, agent for FTTT Bishop Parkway LLC; Fantasy Harbour PDD Amendment, (2019.10.007)
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  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,
Al Allen, District 11

Attest:

__________________
Patricia S. Hartley, Clerk to Council

First Reading:  November 19, 2019
Second Reading: December 10, 2019
Third Reading:

DDC Engineers, agent for FTTB Bishop Parkway LLC; Fantasy Harbour PDD Amendment, (2019.10.007)
ATTACHMENT A

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

HCPD Case # 2019.10.007
PIN 42600000016

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.
17. Business storage.
18. Cold storage.
19. Mini storage.
20. Indoor aquaculture.
22. Landscape/Nursery retail and wholesale.
23. Parking (indoor and outdoor).
24. Convenience store.
25. Recreational vehicle accommodations.
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

<table>
<thead>
<tr>
<th>Proposed Use**</th>
<th>Lot Area (in sq. ft.)</th>
<th>Density (units/lot s per acre)</th>
<th>Setbacks (in feet)</th>
<th>Height (in feet)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Theme Park</td>
<td>NA</td>
<td>NA</td>
<td>Front 25'</td>
<td>175'</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>NA</td>
<td>NA</td>
<td>Side 25'</td>
<td></td>
</tr>
<tr>
<td>Distribution District</td>
<td>5,000</td>
<td>NA</td>
<td>Rear 25'</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Corner Side 25'</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DDC Engineers, agent for FTTT Bishop Parkway LLC; Fantasy Harbour PDD Amendment, (2019.10.007)
*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 *

<table>
<thead>
<tr>
<th>Parking Type*</th>
<th>Minimum Parking Space</th>
<th>Minimum Driveway Width Parking Angle (in degrees)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9' x 18'</td>
<td>30    45    60    70    80    90</td>
</tr>
<tr>
<td>Surface Parking – One Way Aisles</td>
<td>9' x 18'</td>
<td>11’   13’   18’   19’   22’   22’</td>
</tr>
<tr>
<td>Surface Parking – Two Way Aisles</td>
<td>9' x 18'</td>
<td>22’   22’   22’   22’   22’   22’</td>
</tr>
<tr>
<td>Structured Parking (Phase II)</td>
<td>9' x 19’</td>
<td>22’   22’   22’   22’   22’   22’</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Proposed Use</th>
<th>Parking Required</th>
<th>Parking Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amusement (Theme) Park &amp; Commercial Recreational Uses</td>
<td>1 space per 4 patrons @ maximum occupancy</td>
<td>1 space per 100 sf GFA</td>
</tr>
<tr>
<td>Outdoor Recreational</td>
<td>1 space per 4 patrons @ maximum occupancy</td>
<td></td>
</tr>
<tr>
<td>Outdoor Theater</td>
<td>1 space per 3 patrons @ maximum occupancy</td>
<td></td>
</tr>
<tr>
<td>Arcades &amp; Billiard Parlors</td>
<td>1 space per 200 sf GFA</td>
<td></td>
</tr>
<tr>
<td>Theaters &amp; Auditoriums</td>
<td>1 space per 3 (fixed) seats</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 space per 150 sf GFA (no fixed seating)</td>
<td></td>
</tr>
<tr>
<td>Commercial Retail &amp; Office Uses</td>
<td>1 space per 300 sf GFA</td>
<td></td>
</tr>
<tr>
<td>Restaurants, Lounges, Nightclubs</td>
<td>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</td>
<td></td>
</tr>
<tr>
<td>Miniature Golf</td>
<td>2 spaces per hole</td>
<td></td>
</tr>
<tr>
<td>Skating Rink, Ice Rink &amp; Skate Park</td>
<td>1 space per 300 sf GFA</td>
<td></td>
</tr>
<tr>
<td>Warehouse</td>
<td>1 space per 4,000 sf GFA</td>
<td></td>
</tr>
<tr>
<td>Medical &amp; Veterinary Offices</td>
<td>5 spaces per doctor</td>
<td></td>
</tr>
<tr>
<td>Hotels, Motels, Tourist Homes</td>
<td>1 space per room or suite + 1 space per every 5 rooms + 1 space per 3 patrons @ maximum</td>
<td>1 space per room or suite + 1 space per every 5 rooms + 1 space per 3 patrons @ maximum</td>
</tr>
</tbody>
</table>

DDC Engineers, agent for FTTTP Bishop Parkway LLC; Fantasy Harbour PDD Amendment, (2019.10.007)
<table>
<thead>
<tr>
<th>Churches</th>
<th>capacity of meeting rooms</th>
<th>capacity of meeting rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 space per 4 seats in main assembly room</td>
<td>1 space per 4 seats in main assembly room</td>
</tr>
<tr>
<td>Unique Land Uses not specifically mentioned</td>
<td>As determined by Zoning Administrator</td>
<td>As determined by Zoning Administrator</td>
</tr>
<tr>
<td>Handicapped Parking</td>
<td>20 spaces + 1 for every 100 over 1,000 spaces</td>
<td>20 spaces + 1 for every 100 over 1,000 spaces</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Open Space Description</th>
<th>Type of open space*</th>
<th>Acreage Required</th>
<th>Acreage Provided</th>
<th>Phase</th>
<th>Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Common</td>
<td>Active</td>
<td>Passive</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Theme Park</td>
<td>NA</td>
<td>12.0</td>
<td>2.0</td>
<td>8.0</td>
<td>14</td>
</tr>
<tr>
<td>Theme Park</td>
<td>NA</td>
<td>9.0</td>
<td>1.0</td>
<td>8.0</td>
<td>10</td>
</tr>
<tr>
<td>Surface Parking</td>
<td></td>
<td></td>
<td></td>
<td>78±</td>
<td>I</td>
</tr>
<tr>
<td>Lakes &amp; Ponds</td>
<td></td>
<td></td>
<td></td>
<td>24±</td>
<td>I</td>
</tr>
</tbody>
</table>

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. 2. 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

DDC Engineers, agent for FTTBP Bishop Parkway LLC; Fantasy Harbour PDD Amendment, (2019.10.007)
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 a 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.

<table>
<thead>
<tr>
<th>Landscaping Schedule*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1A 7 understory trees &amp; 148 shrubs</td>
</tr>
<tr>
<td>Phase 1B 2 understory trees &amp; 21 shrubs</td>
</tr>
<tr>
<td>Phase 1C 3 understory trees &amp; 16 shrubs</td>
</tr>
<tr>
<td>Phase D 2 understory trees &amp; 12 shrubs</td>
</tr>
<tr>
<td>Phase 2A 1 understory trees &amp; 3 shrubs</td>
</tr>
<tr>
<td>Phase 2B 0 understory trees &amp; 0 shrubs</td>
</tr>
<tr>
<td>Phase 2C 0 understory trees &amp; 0 shrubs</td>
</tr>
<tr>
<td>Phase 2D 9 understory trees &amp; 56 shrubs</td>
</tr>
<tr>
<td>Phase 3 21 understory trees &amp; 146 shrubs</td>
</tr>
<tr>
<td>Phase 4 6 understory trees &amp; 35 shrubs</td>
</tr>
</tbody>
</table>

*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.
**PROPERTY INFORMATION**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>DDC Engineers (Energov # 047044)</th>
<th>Rezoning Request #</th>
<th>2019-10-007</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIN #</td>
<td>42600000016</td>
<td>County Council District #</td>
<td>4 - Loftus</td>
</tr>
<tr>
<td>Site Location</td>
<td>Fantasy Harbor in Myrtle Beach</td>
<td>Staff Recommendation</td>
<td>Approval</td>
</tr>
<tr>
<td>Property Owner</td>
<td>FTP Bishop Parkway, LLC</td>
<td>PC Recommendation</td>
<td>Unanimous Approval</td>
</tr>
<tr>
<td>Contact</td>
<td></td>
<td>Size (in acres) of Request</td>
<td>135.39</td>
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</table>

**ZONING DISTRICTS**

<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>PDD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Zoning</td>
<td>PDD</td>
</tr>
<tr>
<td>Proposed Use</td>
<td>Additional Uses</td>
</tr>
</tbody>
</table>

**LOCATION INFORMATION**

| Flood and Wetland Information | X |
| Public Health & Safety (EMS/fire in miles) | 3 (Fire) |
| Utilities | Public |

**ADJACENT PROPERTIES**

| HC | LI | HC |

**COMMENTS**

Comprehensive Plan District: Urban Communities  
Overlay/Area Plan: None

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 Hoeischer 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 |
| Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning | 1,000 / 5,000 |

**Existing Road Conditions**

<table>
<thead>
<tr>
<th>Rd, Station</th>
<th>Traffic AADT (2017)</th>
<th>% Road Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Bishop Pkwy, Station 304</td>
<td>18,600 AADT</td>
<td>50% - 55%</td>
</tr>
</tbody>
</table>

**DIMENSIONAL STANDARDS**

<table>
<thead>
<tr>
<th>Min. Lot Size (in square feet)</th>
<th>PDD</th>
<th>PDD</th>
<th>PDD</th>
<th>LI</th>
<th>HC</th>
<th>RE4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Setback</td>
<td>0</td>
<td>25</td>
<td>25</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Side Setback</td>
<td>0</td>
<td>25</td>
<td>25</td>
<td>20</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Rear Setback</td>
<td>0</td>
<td>25</td>
<td>25</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Bldg. Height</td>
<td>60</td>
<td>175</td>
<td>(25)</td>
<td>60</td>
<td>120</td>
<td>35</td>
</tr>
</tbody>
</table>
COUNTY OF HORRY
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 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
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: December 10, 2019
Third Reading:

#2019-10-008 Gary Ward, agent for Entity Properties LLC
**PROPERTY INFORMATION**

- **Applicant**: Gary Ward (Energov # 047042)
- **PIN #**: 45702020032 & 45702020033
- **Site Location**: Bay Rd & Freewoods Rd in Myrtle Beach
- **Property Owner Contact**: Entity Properties LLC

- **Rezoning Request #: 2019-10-008**
- **County Council District #: 4 - Loftus**
- **Staff Recommendation**: Approval
- **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**

- **Public Health & Safety (EMS/fire) in miles**: MSF10
- **Subject Property**: RE3
- **Utilities**: PDD
- **Character of the Area**: MSF6

**COMMENTS**

**Comprehensive Plan District**: Suburban Corridor

**Overlay/Area Plan**: Burgess Area Plan

**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.

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.

These parcels are designated as Suburban and Neighborhood Activity Center in the IMAGINE 2040 comprehensive plan.

**Public Comment**: 11/7/2019 There was no public input. Steve Strickland and Gary Ward were present to address questions and concerns.

**TRANSPORTATION INFORMATION**

- **Daily Trips based on existing use / Max Daily Trips based on current zoning**: 0 / 86
- **Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning**: 150 / 150
- **Existing Road Conditions**: Rd, Station, Traffic AADT (2017) % Road Capacity
  - SC 707, Station 247
  - 23,400 AADT
  - 65% - 70%

**DIMENSIONAL STANDARDS**

<table>
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<tr>
<th>Dimensional Standards</th>
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<th>Adjacent</th>
<th>Adjacent</th>
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</thead>
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<td>Min. Lot Size (in square feet)</td>
<td>BO1</td>
<td>MSF10</td>
<td>PDD (Cameron Village)</td>
<td>MSF6</td>
<td>MSF10</td>
<td>SF40</td>
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<td>10,000</td>
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<td>6,000</td>
<td>10,000</td>
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<tr>
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<td>25</td>
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<td>20</td>
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<td>15</td>
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<td>30</td>
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</table>
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      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: December 10, 2019
Third Reading:

#2019-10-009 Robert S Guyton, agent for Pure Assets LLC
**PROPERTY INFORMATION**

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<td>Robert S. Guyton (Energov # 047046)</td>
<td>2019-10-009</td>
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<td>PIN #</td>
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<tr>
<td>44110020050</td>
<td>6 - Crawford</td>
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<tr>
<td>Site Location</td>
<td>Staff Recommendation</td>
</tr>
<tr>
<td>3835 Socastee Blvd in Myrtle Beach</td>
<td>Approval</td>
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<tr>
<td>Property Owner</td>
<td>PC Recommendation</td>
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<tr>
<td>Contact</td>
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<td>Pure Assets, LLC</td>
<td>Size (in acres) of Request</td>
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<td></td>
<td>0.78</td>
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**ZONING DISTRICTS**

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<tr>
<th>Current Zoning</th>
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<th>Proposed Use</th>
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<tbody>
<tr>
<td>CFA</td>
<td>MA1</td>
<td>Agricultural Processing</td>
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**LOCATION INFORMATION**

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<tr>
<th>Flood and Wetland Information</th>
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<tr>
<td>Public Health &amp; Safety (EMS/fire) in miles</td>
<td>CFA</td>
<td>Subject Property</td>
<td>MSF6</td>
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<tr>
<td>Utilities</td>
<td>RE4</td>
<td>RE4</td>
<td>MSF6</td>
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<tr>
<td>Character of the Area</td>
<td>Commercial &amp; Residential</td>
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</table>

**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, auto body 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**

<table>
<thead>
<tr>
<th>Daily Trips based on existing use / Max Daily Trips based on current zoning</th>
<th>Existing Road Conditions</th>
<th>State, Paved, Four-Lane</th>
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<td>75 / 250</td>
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<td>SC 707, Station 249</td>
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<tr>
<td>100 / 250</td>
<td>% Road Capacity</td>
<td>21,800 AADT</td>
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**DIMENSIONAL STANDARDS**

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<tr>
<th>Min. Lot Size (in square feet)</th>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
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<tr>
<td>MA1</td>
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<td>43,560/21,780</td>
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<td>40/15</td>
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<td>Bldg. Height</td>
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<td>120</td>
<td>35</td>
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</table>
AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 3250000002 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
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: December 10, 2019
Third Reading:

#2019-07-006 South Causeway Builders LLC
# Rezoning Review Sheet

## Property Information

<table>
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<tr>
<th>Applicant</th>
<th>South Causeway Builders LLC (843) 458-2793 (Energov # 046137)</th>
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<tr>
<td>PIN #</td>
<td>32500000002</td>
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<tr>
<td>Site Location</td>
<td>Four Mile Rd &amp; Oak St in Conway</td>
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<tr>
<td>Property Owner</td>
<td>South Causeway Builders LLC</td>
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<tr>
<td>Contact</td>
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## Zoning Districts

<table>
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<tr>
<th>Current Zoning</th>
<th>CFA</th>
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<tr>
<td>Proposed Zoning</td>
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<tr>
<td>Proposed Use</td>
<td>Residential Subdivision</td>
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## Location Information

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<td>Utilities</td>
<td>Public CFA CFA</td>
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## Adjacent Properties

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<tbody>
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<td>Subject Property</td>
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## 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/acre and a net density of 2.0 units/acre. 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 ensuring 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/acre.

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

<table>
<thead>
<tr>
<th>Daily Trips based on existing use / Max Daily Trips based on current zoning</th>
<th>0 / 1,000</th>
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</thead>
<tbody>
<tr>
<td>Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning</td>
<td>1,616 / 2,000</td>
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**Existing Road Conditions:** Rd, Station, Traffic AADT (2018) % Road Capacity

| State, Paved, Two lane | Four Mile Rd, Station 665 2,800 ADT 15-20% |

**Proposed Improvements:**

## Dimensional Standards

<table>
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<tr>
<th>Min. Lot Size (in square feet)</th>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
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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: December 10, 2910
Third Reading:

#2019-10-001 George Raymond Suggs
## Property Information

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<th>Applicant</th>
<th>George Raymond Suggs</th>
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<td>PIN #</td>
<td>31409040011</td>
<td>County Council District #</td>
<td>9 - Prince</td>
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<td>Site Location</td>
<td>Hwy 57 in Little River</td>
<td>Staff Recommendation</td>
<td>Approval</td>
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<td>Property Owner Contact</td>
<td>George Raymond Suggs</td>
<td>PC Recommendation</td>
<td>Unanimous Approval</td>
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## Zoning Districts

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<tr>
<td>Proposed Use</td>
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## Location Information

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<th>Flood and Wetland Information</th>
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<tbody>
<tr>
<td>Public Health &amp; Safety (EMS/fire) in miles</td>
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<td>Utilities</td>
<td>Subject Property</td>
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<tr>
<td>Character of the Area</td>
<td>Residential</td>
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</table>

## 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 manufacture/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 |
| Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning | 40 / 40 |

Existing Road Conditions: State, Paved, Two-Lane  
Rd, Station, Traffic AADT (2017)  
% Road Capacity: S-57, Station 447  
6,400 AADT  
40% - 45%

## Proposed Improvements

## Dimensional Standards

<table>
<thead>
<tr>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
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<tr>
<td>MSF10</td>
<td>CFA</td>
<td>SF10</td>
<td>CFA</td>
<td></td>
</tr>
<tr>
<td>Min. Lot Size (in square feet)</td>
<td>10,000</td>
<td>43,560/21,780</td>
<td>10,000</td>
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</tr>
<tr>
<td>Front Setback</td>
<td>25</td>
<td>60/25</td>
<td>25</td>
<td>60/25</td>
</tr>
<tr>
<td>Side Setback</td>
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<td>25/10</td>
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<td>25/10</td>
</tr>
<tr>
<td>Rear Setback</td>
<td>15</td>
<td>40/15</td>
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<td>40/15</td>
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<tr>
<td>Bldg. Height</td>
<td>35</td>
<td>35/35</td>
<td>35</td>
<td>35/35</td>
</tr>
</tbody>
</table>
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  
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: December 10, 2019  
Third Reading:

#2019-10-006 Kimberley J Payne
**Property Information**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Kimberley J Payne (Energov #047038)</th>
<th>Rezoning Request #</th>
<th>2019-10-006</th>
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<tr>
<td>PIN #</td>
<td>32609010013</td>
<td>County Council District #</td>
<td>11 - Allen</td>
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<tr>
<td>Site Location</td>
<td>3647 Hwy 501 in Conway</td>
<td>Staff Recommendation</td>
<td>Approval</td>
</tr>
<tr>
<td>Property Owner</td>
<td>Kimberley J Payne</td>
<td>PC Recommendation</td>
<td>Unanimous Approval</td>
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<tr>
<td>Contact</td>
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<td>Size (in acres) of Request</td>
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**Zoning Districts**

<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>CFA</th>
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<tr>
<td>Proposed Zoning</td>
<td>RE4</td>
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<tr>
<td>Proposed Use</td>
<td>Contractor's Office</td>
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**Location Information**

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<tr>
<th>Flood and Wetland Information</th>
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<td>Public Health &amp; Safety (EMS/fire) in miles</td>
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<tr>
<td>Utilities</td>
<td>CFA</td>
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<td>Character of the Area</td>
<td>Residential &amp; Commercial</td>
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**Adjacent Properties**

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<th>Flood and Wetland Information</th>
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<tr>
<td>Utilities</td>
<td>CFA</td>
</tr>
<tr>
<td>Character of the Area</td>
<td>Residential &amp; Commercial</td>
</tr>
</tbody>
</table>

**Comments**

Comprehensive Plan District: Urban Corridor

Overlay/Area Plan: None

Discussion: The applicant is requesting to rezone to locate a contractor's 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**

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

**Dimensional Standards**

<table>
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<tr>
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<th>Adjacent</th>
<th>Adjacent</th>
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<td>CFA (Com/Res)</td>
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<td>60</td>
<td>60/25</td>
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<td>50</td>
<td>40</td>
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<td>36</td>
<td>35</td>
<td>35</td>
<td>120</td>
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AN ORDINANCE APPROVING THE ABANDONMENT, CONVEYANCE, AND REMOVAL FROM THE COUNTY’S MAINTENANCE SYSTEM A REMNANT PORTION OF THE RIGHT-OF-WAY OF SUGGS STREET 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.

HORRYS 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, District 11

Attest:

______________________________
Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019
Second Reading: December 10, 2019
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.
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
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto, the Grantee herein, his heirs and assigns, forever.

WITNESS the hand and seal of the Horry County A Body Politic this ___________ day of ________________, in the year of our Lord Two Thousand Nineteen.

Signed, sealed and delivered in the presence of

__________________________________________________________

Horry County A Body Politic

__________________________________________________________

By:
Its:

__________________________________________________________

THE STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Personally appeared before me the undersigned witness, who being duly sworn, says he/she saw the within named Horry County A Body Politic by its duly authorized officers, sign, seal with its corporate seal, and as its act and deed deliver the within written instrument, and that he/she with the other witness whose name appears witness the execution thereof.

SWORN to before me this ___________ (above witness)

day of ________________, 2019

__________________________________________________________

NOTARY PUBLIC FOR THE STATE OF: SOUTH CAROLINA

My Commission Expires: ________________
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: December 10, 2019
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 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 peaceably 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: __________________________