Regular Council Meeting
January 7, 2020 – 6:00 p.m.
Council Chambers, 1301 Second Ave., Conway, SC

Call to Order Johnny Gardner, Chairman
Invocation Mr. Worley
Pledge of Allegiance Mr. Allen
State of the County Address Mr. Gardner
Approval of Agenda Contents
Approval of Minutes: Regular Meeting, December 10, 2019; Special Meeting, December 16, 2019

G. CONSENT AGENDA

1. Third Reading – Ordinance 108-19 to amend the Zoning Ordinance pertaining to the rural tourism permit. (Planning Staff)

2. Third Reading of the following Ordinances to approve the request to amend the official zoning maps:
   - Ord 109-19 Jeff Miller, agent for Chase Storage LLC, Carolina Forest Storage PDD Amendment (Messrs. Howard/Disabato)
   - Ord 110-19 DDC Engineers, agent for FTTP Bishop Parkway LLC, Fantasy Harbour PDD Amendment (Mr. Loftus)
   - Ord 111-19 Gary Ward, agent for Entity Properties LLC (Mr. Loftus)
   - Ord 112-19 Robert Guyton, agent for Pure Assets LLC (Mr. Crawford)
   - Ord 114-19 George Raymond Suggs (Mr. Prince)
   - Ord 116-19 Kimberley Payne (Mr. Allen)

3. Third 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 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)

4. Third Reading – Ordinance 120-19 approving and authorizing the county administrator to execute a lease agreement with Metglas, Inc. for warehouse property located in the Atlantic Center. (Favorable, I&R Comm)

5. First Reading of the following Ordinances to approve the request to amend the official zoning maps:
   - 01-20 Keith Rogers et al (Mr. Worley)
   - 02-20 Ricky Martin (Mr. Crawford)
   - 03-20 Donald Long, Sr. et al (Mr. Prince)
   - 04-20 Stanley Douglas Barnhill (Mr. Hardee)
   - 05-20 Jimmy Fowler, agent for S&H Holdings LLC (Mr. Hardee)
   - 06-20 John Russell Davis (Mr. Allen)

6. Community Benefit Resolution – CBF-01-20 allocating $4,400 to the Green Sea-Floyds Athletic Booster Club for expenses incurred for the football team to participate in the state championship game in Columbia. (Mr. Hardee)

7. Board Appointment: Bradley Hardwick to the Stormwater Advisory Committee (Mr. Prince)

H. PRESENTATIONS / RESOLUTIONS

I. READING OF ORDINANCES

J. ANNOUNCEMENTS

8. Council Standing Committee assignments. (Mr. Gardner)

K. Memorial Dedication:

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

   Council Meetings I&R Committee Public Safety Comm. Administration Comm
   Jan 7 & 21, 6:00 p.m. TBD TBD TBD
   Transportation Comm TBD

M. EXECUTIVE SESSION: Law Enforcement Briefing on theft of IT switches.

ADJOURN
MINUTES
HORRY COUNTY COUNCIL
REGULAR MEETING
County Council Chambers
December 10, 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; Al Allen; and Paul Prince.

MEMBERS ABSENT:

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

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

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

INVOCATION: Mr. Vaught gave the invocation.

PLEDGE: Mr. Hardee led in the pledge.

Chairman Gardner announced that there would be no committee meetings the following week. The I&R Committee and Public Safety Committee meetings that had been scheduled for the following week had been cancelled. All the business for those meetings had already been conducted.

They would be having the Fall Budget Retreat the following Thursday and Friday with Thursday’s meeting starting out in Council Chambers at 9:00 a.m. to accommodate the anticipated large crowd that would be attending for the subject of Impact Fees. When the retreat reconvened after lunch, the retreat would be held in the Council conference room where it would normally be held. There would be limited public seating in the conference room, and they wanted to accommodate the anticipated large capacity for Impact Fees Thursday morning by starting out in Chambers first.

PUBLIC INPUT:

1. Jason Faulkner spoke regarding the Imagine 2040 Plan. The Imagine 2040 Plan was a very important topic to a lot of people in this county, and he was there as the president of the Homebuilder’s Association to say it was great to be in the home building business in Horry County. There were lots of great people moving here and they were happy to build lots of homes for them. Their industry was a tremendous one in the county and employed around 30,000 people directly and many thousands more in other industries that support the building industry. The future land uses in the new plan were a big deal to them. They were not consistent with the existing zoning and existing surrounding zoning policy. He asked that they keep that in mind as they deliberate the Imagine 2040 Plan.

APPROVAL OF AGENDA CONTENTS: Mr. Vaught moved to approve the agenda contents, seconded by Mr. Loftus. Mr. Worley moved to add $10,000 for the North Myrtle Beach Animal Shelter in addition to the amount being given to the county. The $25,000 that he gave would be used for adoption fees and Mr. Vaught would put some in as well. Mr. Vaught moved to add $10,000 for spay and neutering costs at the county’s animal center. Chairman Gardner stated he would treat that as one motion and Mr. Howard seconded. The motion was unanimously passed. The original motion as amended was unanimously passed.

APPROVAL OF MINUTES: Regular Meeting, November 19, 2019: Mr. Howard moved to approve the Regular Meeting, November 19, 2019 meeting minutes, seconded by Mr. Prince. The motion was unanimously passed.

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

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)

**PRESENTATIONS / RESOLUTIONS:**

**Resolution R-133-19** recognizing and honoring the 2019 Aynor Blue Jacket Football Team on their undefeated regular season. Mr. Allen invited the Aynor High School football team and their coach, Jason Allen, to join him up front. Some of the members were not in attendance due to other sports events. For the first time in the history of the Aynor High School the Blue Jackets went undefeated for the season. Coach Allen thanked County Council for all that they do. He also thanked Al and Shanda Allen for all they do to help make this possible. It was their first season going undefeated and they had won against eleven time champion, Dillon, to win the region championship. He thanked them again for allowing them to be there. Mr. Allen presented Coach Allen with the resolution for all that he had done and thanked him for setting a good Christian example before the players. **Mr. Vaught moved to approve, seconded by Mr. Hardee. The motion was unanimously passed.**

**Resolution R-134-19** recognizing James Nate Thompson on his induction into the South Carolina Football Coaches Hall of Fame. **Mr. Vaught moved to approve, seconded by Mr. Prince.** Mr. Bellamy read the resolution and presented it to Mr. Thompson. He also recognized a former football player of Mr. Thompson, county attorney David Jordan.

Mr. Thompson thanked Council for considering him for a great honor and thanked them for the opportunity. This was where he started as a player and then moved to coaching. He recognized his mentor, Mr. Leroy Ramo, his wife, Mrs. Janet Thompson, his new head coach, Mr. Carlton Terry, and two of his young troops that were in attendance. He thanked everyone and stated that he would try to keep Conway proud as long as he could still coach.

**The motion was unanimously passed.**

**Presentation on Clemson Extension’s 4-H initiatives.** **Mr. DiSabato moved to approve, seconded by Mr. Howard.** Ms. Miracle Lewis Rabon, the 4-H agent for Clemson Extension, thanked them for allowing them to speak that night. Clemson Extension offered research based advice for community members and programs of all sorts. She was there that night with 4-H members and thanked the Council for their support. She presented a PowerPoint presentation on 4-H. 4-H had changed a lot from what it was in the past. It was open to anybody in the county ages 5 – 19. They have kids in clubs that meet once a month. The three program areas were STEM and agriculture, healthy living, and civic engagement. While meeting they practice Robert’s Rules of Order, they have elected officers, and learn a variety of different topics. They offer summer camps, local and state. State Congress was the premier event for Horry County 4-H as well as the state program and she recognized that program because Messrs. Allen and Hardee sponsored two youths who attended this summer. Teen Council was a new program that they started. They wanted advice and guidance because this program would be about leadership. Some members of the Teen Council were in attendance that night and stated their reasons for being a part of the program. She again thanked Council for their support.

**Horry/Georgetown Homebuilders Association donation of cat houses to the Horry County Animal Care Center.** Mr. Jason Faulkner, president of the Homebuilders Association, stated that Ms. Kelly Bonome had reached out to them for donations of scrap building materials and was trying to raise volunteers to put the scraps together to build cat shelters with the goal of providing shelters for the feral cat colonies. They didn’t want to just donate the scrap materials and have someone build the shelters so the Homebuilders Association donated funds to purchase 25 composite material cat shelters. He had a model on display for Council. Hopefully these shelters would help with the feral cat population and their bad habits in the communities where they live. They purchased the shelters and the National Association Homebuilders Student Chapter from the ATA School in Conway assembled them. It was their pleasure to present the 25 shelters to the humane society. They hoped these shelters would help colony caretakers properly manage their colonies and that through an aggressive trap, neuter, and return program the cat population could be reduced.

Ms. Kelly Bonome said that by getting the community together and creating these houses, they would be able to reach out to those colonies and get the houses out to them. Hopefully this would reduce the complaints on free roaming cats by providing them proper shelter.
READING OF ORDINANCES:

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. Mr. DiSabato moved to approve, seconded by Mr. Vaught.

Mr. DiSabato said that in reviewing and thinking about the Comprehensive Plan over the last couple of weeks he had two minor concerns of what they discussed. Overall he thought the plan was good. He was pleased with a lot of the items in it including the preserving of scenic conservation lands and things like that. His two concerns were: In looking and taking an opportunity to look at the future land use maps as compared to current zoning he saw a lot of inconsistencies throughout the county. His second concern was one that he voiced at the workshop where he felt that the final authority on these types of decisions should rest with County Council and not with the planning commission and staff because they as Council were the elected officials. They were the only ones that were answerable to the voting public and so both the final decision making authority on these types of decisions should rest with them and not with planning commission or staff. So he proposed the following amendment to the comprehensive plan and it was a minor one and had to do with the future land use section in Chapter 11 Page 16 of that section. He would propose that they add a final paragraph to that section that states the following: Recognizing that the comprehensive plan was a living document that would require modification and change. Those involved in evaluating requested changes in zoning districts on the zoning map shall take into consideration the surrounding zoning and existing land uses when deciding whether the requested land use districts shall be approved whether it may or may not be precluded elsewhere in the comprehensive plan document. Additionally all zoning requests approved or disapproved by the planning commission shall be presented to Council for a vote and final approval or disapproval. The motion was seconded by Mr. Vaught. The motion was unanimously passed. The original motion as amended was unanimously passed.

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. Howard moved to approve, seconded by Mr. Crawford. The motion was unanimously passed.

Second Reading and Public Hearing – Ordinance 108-19 to amend the Zoning Ordinance pertaining to the rural tourism permit. Mr. Howard moved to approve, seconded by Mr. Allen. There was no public input. The motion was unanimously passed.

Second Reading and Public Hearing of the following Ordinances to approve the request to amend the official zoning maps: Ord 109-19 Jeff Miller, agent for Chase Storage LLC, Carolina Forest Storage PDD Amendment. Mr. DiSabato moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.

Ord 110-19 DDC Engineers, agent for FTTP Bishop Parkway LLC, Fantasy Harbour PDD Amendment. Mr. Loftus moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.

Ord 111-19 Gary Ward, agent for Entity Properties LLC. Mr. Loftus moved to approve, seconded by Mr. Howard. There was no public input. The motion was unanimously passed.

Ord 112-19 Robert Guyton, agent for Pure Assets LLC. Mr. Howard moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.

Ord 113-19 South Causeway Builders LLC. Mr. Vaught moved to approve, seconded by Mr. Bellamy.

Mr. Brian Doyle stated he was there on behalf of several community members that could not be in attendance for one reason or another that night. They were not against development occurring but wanted to keep it rural. Many chose to live in their community for that reason. Community members had worked hard for years to develop and preserve the 319 Heritage Corridor and had been very clear what other members of the community in their area wanted. Currently zoning allowed for half acre residential lots that were perfectly acceptable with everyone that he had spoken with in the area. No one was trying to restrict or stifle growth. They were just asking that it adhere to what had been laid out and continue to develop in a way that compliments the existing homes in the area. The ordinance in question was based on a hypothetical plan of what may be possible, a plan put together to maximize building space and the minimum requirements for green space and water management. They were not opposed to growth in the county, but considering the flooding that the county and surrounding counties had endured three times in the past 5 – 6 years, he believed it was up to them to make sure they focus on responsible growth. He was unaware if any studies had been done by stormwater to determine what could or could not be done with this
property. How many home sites were really possible? How would they be required to manage the water collection retention and the water shed into the neighboring swamp and creek which flooded three times, washed the bridge out twice, and closed the road both times for two weeks. If that happened again, not only would they have flooding issues but they would have a negative impact on traffic in that area. Considering that the stormwater department was currently without a director, the strategy of the flood resiliency plan was still being developed as far as he knew, and details of the governor’s flooding commission and statewide preliminary report still needed to be ironed out. He thought they should defer this back to planning and zoning so that the necessary studies could be completed to ensure the wetlands and flooding concerns were addressed allowing them to vote on what was really possible and not hypothetical and ensure that they were focused on smart responsible growth.

Mr. Reggie Gosnell said he concurred with what Mr. Doyle had already discussed. They had a number of people from his community on Hwy 319 present and he asked that they stand and be recognized. They had the 319 Committee in place with the Heritage Rural Corridor since 2009 and it had been improved as part of the planning document in 2011. Mr. Doyle made some of the same points that he would like to address as well. They asked that Ordinance 113-19 be deferred back to the planning and zoning commission in order that a more thorough stormwater comprehensive review could be done of the proposed development. He also mentioned the governor’s flooding commission and state wide preliminary report had not been completed. There were several members from the City of Conway and Horry County that was made up of a number of other professionals throughout the state. He thought that was an important document that could dovetail very easily into some of the plans that planning and zoning had already updated and revised in 2013. One of the things in the flood resiliency plan was goals to identify long term strategies that would reduce flood risks, vulnerabilities and mitigate along the Waccamaw and Pee Dee Rivers as well as the Intracoastal Waterway. One of the things they were very strongly in favor of were the impact fees. They thought they were long overdue and should be incorporated with any future development that goes on. There had been a good bit of concern about the public safety and having been in it for over 41 years he shared that concern. Developers should have to share some of the cost for the infrastructure and the services that would be needed for this development. Also after having not only major but historic flooding in three of the last five years they saw the need currently for a better grip and handle on the planning and zoning that was going on in the county. He was glad to hear there was a discussion going on about zoning in the 2040 Plan and they asked that that be a part of it as well. They knew that the stormwater department was without a director and would certainly encourage Council to do their due diligence in identifying the person that was highly qualified in that field based on the problems they had had in and around Horry County over the last five years. He thought it was mindful for them all to remember there was always someone downstream and it could be anyone in that room or anyone of them on the dais that may be a victim of future flooding if they didn’t address some of these issues now.

Ms. Amelia Wood stated she did not live in the 319 area but the Tilley Swamp area which was also a rural area. She sympathized with the people in the 319 area because they were having an overwhelming amount of development in the Tilley Swamp area and some of that development as presented before had caused stormwater management problems. The type of flooding that they had had in their neighborhood was directly related to development and she had had that verified by Mr. Thom Roth in the stormwater management department and had had negative effects on existing homes because of new development. She was afraid something similar would happen on Hwy 319. In looking at the land development maps there were some developments out there and sometimes they needed to look at what was going on in the surrounding area. There were a few developments out there but just because they were some on these leap frog developments they didn’t need to push the dominoes and keep them falling just because of that. It seemed like when one development gets approved, the dominoes just start falling and everybody says somebody else is doing it, why can’t we do it. She didn’t want them to think about that in this rezoning. She wanted them to think about what had happened in some of the other rural areas with leap frog developments where new developments were put in beside existing homes that had ended up flooding and had property damage because of the developments. They know it to be a fact and that currently in Tilley Swamp Horry County stormwater was trying to get easements. They have to get easements for the ditches to be able to dig the ditches and clean them out. That was a huge stormwater management problem in rural areas. One other thing not brought up that night was the whole issue of CFAs and all the loopholes in that. She would say that that put them in a bad position when they were approving rezoning requests in Tilly Swamp. They had a similar thing currently happening. They had a CFA zoning that had been asked to be changed to something else. She would encourage them to defer until they could… Please try to solve the CFA zoning problem. This needs to be resolved about what can be done in CFA zoning. A development that was developed with CFA zoning might be appropriate for a rural community, but changing it to a SF10 or something like that was not always the best thing because of stormwater management problems and ditches that don’t have easements and on and on. She thought they knew what was going on. She saw the Council members with rural community members in their districts shaking their heads. They knew exactly what was happening. Those of them that didn’t have a lot of rural communities, she asked for their sympathy. Please consider deferring this until they could iron out the problems with CFA zoning and other things related to rural communities.
Chairman Gardner stated that he wanted to explain for anybody curious as to what Ms. Wood was talking about regarding CFA zoning. He wouldn’t call them loopholes but the consideration she was talking about was on CFA as it was currently zoned. This particular piece of property or any other piece of property like it could be for multi-family housing with three units per acre. That was the dilemma that Council was put in when the developer came in. That was something they would be looking at in the future. He didn’t know what they could do about that that night, but it was something they needed to be concerned with.

Mr. Worley said she said they were up their nodding their heads yes it was a problem. It was a problem and it was one they needed to deal with. This was a perfect example. The thread was if they can’t do CFA they could do multi-family, three per acre. That was not a very good choice either. At the end of the day every one of them on the dais... He knew he made the promise and was sure if they didn’t make the promise, they meant to. He told the people in the Little River community that what they wanted their community to look like when it was built out, that was what he wanted. He was not there to do what he wanted. He was there to do what the people in Little River wanted. He thought this community as they came out that night, he thought it was imperative that somehow or another Council comes together as a body and fixes this problem so that these communities/neighborhoods can determine what their neighborhoods would look like rather than developers. These developers don’t even live in the neighborhoods that they are proposing to make these drastic changes to. So he thought the time had come for them to figure out a way to fix this. He was not saying stop development. All he was saying was they need to keep this from... It was a cloud over them. It said if they didn’t do it their way, they were going to do this. That was a threat. He didn’t like it. He thought the taxpayers and the people in the community... Somebody in the Dunes Club or over in Conway might want their communities to be something totally different. Give those folks what they want. It was their communities, not Council’s.

Chairman Gardner said they were going to continue with the public input. He liked to hear from both sides.

Mr. Bellamy wanted to bring Council up to date. They did conduct a meeting on November 26th with the community at the Bethany Bible Chapel to discuss the rezoning. Attending were Chairman Gardner and himself along with Mr. Carotti, John Danford, Andy Markunas, Thom Roth, and the community. They really appreciated their participation in the meeting and had a follow-up meeting on December 2nd and in attendance was Mr. Allen along with the community to discuss the issues. He wanted to bring up Mr. John Danford for a couple of questions.

Chairman Gardner stated he wanted to finish with the public input and hear from both sides. Then they could have staff and Council talk if desired. They heard from three members of the community on behalf of the community. One didn’t live in the community. He asked if there was anybody from the other side or the applicant there that wanted to speak.

Mr. Don Waller said he had done more for Conway in his business than most people. In his businesses at the beach he had promoted Conway with all the northern people that come down. He always said the same thing. If you want to buy, go to Conway. You had the best people in the world to deal with. They were a hometown people. He had sent more people over here to buy houses than anybody that he knew of in his business. He owned Wallerbear Surf Shop and he had had it for 40 years. He had had a lot of people over here. He was surprised when he walked in earlier and saw the reindeer. He gave that reindeer to them about 5–6 years ago and it was still out there. There were only six made in the whole United States and they came out of Germany. His family had been in Horry County in Conway for 150 years. He has a farm known as a Century farm and he was an only child. His children didn’t want what he had and he got more calls for his property because of the location. In doing so he gets tired of answering the phone. It was a nice farm. When his dad died in 1973 he wanted him to sell it but he wouldn’t sell it. However now that he was 80 years old he needed to do something. He didn’t particularly care for dealing with out of town business. He used to deal in nine different states and he found out to deal with local people was the best way to handle business in a small hometown. He grew up with the Beverlys. When he came back people wanted him to sell. He wasn’t going to sell but now he needed to. He found the Beverlys, Randy and Forest Beverly. He talked to them. He had done a lot of work on the farm and was having problems leasing the farm because he was so close to Conway that they couldn’t bring in heavy duty equipment to it. He couldn’t farm so the only thing he could do was sell it. Now in doing so he had prepared the land. He had prepared streets on the back of the property on about 20 acres so that he could ride his bicycle for health issues or walk his dog or ride his golf cart. It was there and he had kept it clean for the last 10–12 years. When he decided to put it up for sale, Randy and Forrest Beverly presented an offer to him and he sold it to them. He was willing to help them in any way that he could. He hoped things could go in favor of the Beverlys.

Mr. Forrest Beverly, agent for the property, said they had gone through a long process with this property. They had met with the community and tried to get that common ground and keep everybody happy. The biggest issue was probably the stormwater issue. They had several members of staff talk about that and they had assured them that that was something they
would have to address. Horry County had some of the more strenuous stormwater regulations in the state and that meant if they did something in Horry County it had to be 20% better when completed than it was when you started. That was a regulation that they would have to meet regardless of what they do. A lot of the developers were not from here, but they were. His family grew up on the property and he lived downstream from this property. He didn’t want to do anything that would hurt him downstream. He wanted to do something that would help the community and make it a better place. They own the property and they had to protect their interest. As far as Beverly Homes was concerned if they could get it developed under a 10,000 square foot lot which was not a small lot. Typically you saw stuff in the 6,000 – 7,500 range. These were not small lots. These were lots that had been developed inside the 319 Plan for the last 10 years. Any of the modern development that he was familiar with inside the plan had been 10,000 square feet in the last 10 years. The project right beside this, The Summit, was a 10,000 square foot project so this project fits with what was going on currently out there. They were not trying to do anything that was out of the way. The multi-family was the last option that they wanted. They didn’t want to go that route. He told everybody there that was not what they wanted to do but he could assure them from a standpoint as an investor if it didn’t happen with the 10,000 square foot lot it didn’t make sense for them to move forward with a half-acre. There were no half-acre lots being developed in Horry County, nowhere. So that model had been proven not to work. He didn’t want to go that way. They didn’t want to go that way. He didn’t want the residents, Mr. Waller and several other people that live inside this property to have to go in a different route than what they originally sold. He thought Tanglewood was a project inside of the 319 Plan. He was personally involved with that as far as the development of it. It was a SF10 project that they developed and built out. That was what they sold to Mr. Waller that that was what they planned to do and that was what he was excited to see in his backyard. That was what he sold the property excited to see so it would break his heart to know that it would go another way. It was not going to be a recreational tract for them. It was an investment tract. He had investors he was involved with and they had to move forward with the property in some direction to make sure that it makes sense for them. He didn’t want to but he could put up a plan. They had their engineers moving forward looking at a multi-family project. There were 387 units possible on this project like it stands. He didn’t want to go that way. He would like their help so that that they could do a project that looks good in keeping with what had been developed inside the 319 Plan in the last 10 years and that was what they would like to do. It would be something he was personally involved with. They would see it to the end and if there were problems, people know where to find them. He shopped at the same grocery store as these people. They knew where their office was. They were here to take care of it. That was what they were asking. They didn’t want to go a different route and he was not trying to threaten or anything. That was just in their rights to build and to go that route and he could assure them that would be the route they would have to go. He had a multi-family plan there if anybody would like to see it and he would be glad to leave it with them. They could look at it. If they had any questions about the project or anything, they were there to see it to the end. They would make sure the engineers get involved with Mr. Waller or some of the people that were familiar with that area as far as stormwater to make sure that they were taking care of their needs. They wanted to be involved with it and be a good steward of the community.

Public input was closed.

Mr. Bellamy said that in reviewing Ordinance 36-11 when it was implemented in 2011 as the Highway Heritage Area Corridor, he asked Mr. Beverly if he was aware of the zoning of that location when he purchased the property in 2018.

Mr. Beverly said he was aware that it was CFA, and they could do anything inside that CFA. His understanding was that it wasn’t a big issue to do the 10,000 square foot lots. They already had Tanglewood, Heartwood, The Summit next door, a lot of those properties that were already 10,000 square feet. He asked Mr. Waller, whose family had been in there for 150 years, if he had ever heard of this plan and he said he had never heard a word about it. So this was not a plan that was widespread that the farmers and the land owners in this property knew about. This was not something he knew about and he was currently developing Tanglewood inside that 319 Plan when it went into effect so this was a select group that knew about this plan. This wasn’t something that everybody inside this 25 square miles even knew about so it was... He didn’t know about it and Mr. Waller didn’t know about it.

Mr. Bellamy asked Mr. John Danford to give them a brief overview of the existing zoning for that location.

Mr. Danford, deputy director of planning and zoning, presented the current zoning map for the area. He pointed out the Oak Street Extension, Four Mile, and the 319 Corridor. The majority of the area was zoned FA and CFA. The Summit that was zoned SF10 was located outside of the 319 Area Plan. They also have SF10 zoning along the corridor so the area plan was a bit of an outcome of the zoning changes that were happening back in 2006 – 2009. What was developing now was rezoned back during that time and it was just now developing under that SF10 zoning, but the area plan itself was pretty clear. He pointed out the area plan and said it was pretty clear in terms of what the community that engaged with staff during its writing on what they were looking for. He presented some of the goals and strategies and implementation that go along with that area plan. One of the strategies was to limit further subdivision of land and this was passed in 2011. This was after the
property had been rezoned to SF10. Limit further subdivision of land to residential purposes to a minimum of half an acre in size so that was the guidance that staff follows when giving a recommendation to the planning commission.

Mr. Bellamy said currently they went through three readings and asked if the plan in 2011 went through the same process and procedure with the three readings.

Mr. Danford said yes. It went through the same planning process that the Comprehensive Plan just went through in terms of starting at staff and goes through a series of reviews with the planning commission, public hearings, County Council, and ultimately with three readings before County Council before it was adopted as an amendment to the Comprehensive Plan. So currently, as of that day, it was considered an amendment to Imagine 2040 in that this plan, the half-acre minimum lot size was governed by the area plan. Then the larger future land use map of the county was governed by this as an appendix to the comprehensive plan.

Mr. Vaught asked Mr. Roth what his qualifications as far as stormwater was concerned. How long had he been with the department?

Mr. Roth said he had been with the department since 2006 reviewing plans. He helped adopt all the regulations since 2006 which was two different revisions. He was also a certified floodplain manager as well as a certified erosion sediment control inspector as well as a certified plan reviewer for the state.

Mr. Vaught said they could safely stipulate that he had proper qualifications to manage a “leaderless department”. Was that correct?

Mr. Roth said he would say that was correct.

Mr. Vaught said normally when they do a development such as the one presented, at what place or time in the process does a stormwater plan have to be approved.

Mr. Roth said a stormwater plan was approved not during the rezoning. It was approved when they submit their construction plans. So when they submit the construction plans which was after the rezoning if it needed to be rezoned, they end up having to submit to the construction plans which were the drawings, erosion and sediment control, drainage, and grading. Then they were also required to submit to them a stormwater plan which basically goes over all the calculations of how they come up with the numbers for the pre and the post development to show them that they were able to meet the requirements. They were also required to submit a downstream analysis so they could look at downstream to see what affects they have downstream because all the water does affect people downstream. Over the years they had also found that water also affects people upstream so they were also having to look at how they were going to affect whatever subdivision or whatever homeowners were upstream as well as those that were around it.

Mr. Vaught said they had two options on the table. They had CFA which was as it was now. If they do nothing they reject this zoning. It was zoned CFA and they had the rights to develop whatever CFA calls for. Was the stormwater plan for this as a CFA different from what it would be if they rezoned it as SF10 like they say on the screen?

Mr. Roth said at the meeting he explained that it didn’t matter whether they built Wal-Mart or whether they build a single-family home on a half-acre or whether they build a single-family home on 6,000 square foot. The requirements were all going to be the same. The stormwater requirements were all going to be the same.

Mr. Vaught stated that his understanding was that one of the major concerns was stormwater out there in the area and they normally don’t require a stormwater plan until the zoning was in place and until they were ready to go with the project. Was that correct?

Mr. Roth said that was correct.

Mr. Vaught asked if it would be appropriate if apparently the main issue for the residents in Mr. Bellamy’s district had concerns, would it be appropriate for him to suggest that they defer this until the developer could come back to Council with a stormwater plan. Would that be the appropriate thing for them to do? He asked Mr. Bellamy how he felt about that.

Mr. Bellamy said that was one of the recommendations from the Hwy 319 community.
Mr. Roth said that one of the things was the requirements end up being the same but where you put the ponds, the size of the ponds, a lot of that would be different. So there may be a certain amount of runoff that would come off a Walmart or even a multi-family or even a single-family. So that would be different. It would also change whatever their land plan was so it was kind of putting the cart before the horse by requiring them to do the stormwater report beforehand.

Mr. Vaught said he understood that. That was what his point was but they were at a crossroads where the judgment of going ahead with the SF10 was being questioned versus going ahead with CFA. If they go ahead with CFA, they don’t have to worry about a stormwater plan until they actually present the layout, correct? What he was trying to get at was could they not somewhat resolve this by asking the developer to come back with a stormwater plan for this plan that would perhaps satisfy the problems that the people were worried about as far as drainage was concerned and then maybe at the next meeting go ahead and approve this provided that was an acceptable stormwater plan.

Mr. Roth said he was not going to say that they couldn’t but then again that went back to a totally difference of what the rezoning was for. This had come up quite often in the past of do we get a stormwater report before we go ahead with the rezoning when they don’t even 100% know because people had asked why they don’t do that in the first place. Well they don’t even know if they can get that approved.

Mr. Vaught asked Mr. Beverly to come up again. He asked Mr. Beverly how he would feel about...

Mr. Beverly said they would be glad to... He was not an engineer but he thought they could do some rough calculations based on this plan and work with Mr. Roth to try to get him to understand what he was trying to do. He would be glad to get them going as soon as possible. He thought that was something they could do. They couldn’t get any kind of actual 100% approved plan because they didn’t have the zoning but he would be willing to move on that and spend those dollars to try to get their comfort with stormwater. He would be glad to do that. He was sure Mr. Roth and their engineer could work something out where both of them would feel good about the direction the stormwater plan was taking.

Mr. Bellamy said he would go with that recommendation to defer it for the completion of the stormwater drainage (inaudible).

Mr. Vaught asked if he thought they could have something done by January or would he rather defer it until February or something?

Mr. Beverly said they were getting into the holidays and he didn’t know what his engineer had got. He hadn’t thrown this on him so he didn’t know if he could make that decision now. He would do everything in his power to get it back as quick as they could. He thought that probably February with the holidays in. He didn’t know when their meeting would be and Mr. Vaught said the first Tuesday in February. Mr. Beverly said he would say that the first week in February would probably be good for everybody.

**Mr. Vaught said he would put that in the form of a motion.**

Mr. Worley told Mr. Beverly he had no axe to grind with him but he thought that the stormwater issue was like a red herring. At the end of the day everybody knew or should have known. When you are going to put out $1 million for a piece of property, he didn’t know how much he put out, through due diligence he would have checked on the zoning. It was obvious that the people out there in that community wanted half-acre lots. He should have known. At the end of the day he truly believed in his heart that the people in those neighborhoods and communities should determine how the build out was going to be in that community.

Mr. Allen said they had met the previous Monday evening with the community. Council’s hands had been hand cuffed in a sense because if they were to move forward with CFA... He asked Mr. Schwerd how many multi-family units they could build under the current CFA on this property.

Mr. Schwerd said 387. Just under 3 units an acre.

Mr. Allen said it currently allowed them to put three per acre even with it inside the 319 Corridor.

Mr. Schwerd said that was correct. The area plan did not govern existing uses.

Mr. Allen asked him to repeat that and make it very clear.
Mr. Schwerd said the area plan does not govern existing uses.

Mr. Allen said that what he wanted the community to understand the previous Monday night. That the current zoning that was passed by a Council years ago regardless of the 319 Area Plan was not affected by the 319 Area Plan which means if they choose to move forward with this the plan that they were submitting it was about 202 homes compared to almost twice that with no approval from Council. Nothing could be done or changed. They could press forward as is even with the 319 Plan in place because it was already under that current zoning. Now, he didn’t like to see growth pushed any more than... His own personal thought was never build another home along Hwy 319. That was his home and he was a country boy. He loved the country, but at the same time, they were faced with families just like Mr. Waller that had owned the land for 100 – 150 years that had paid their taxes, worked that land hard, and kept that land clean. That was their investment for their future. How could they tell a person who had spent their entire lifetime maintaining that farm and keeping it up, paying the taxes, and everything that they could do to keep it in a farming way to where now he can’t? He could not and he knew this farm. That farm was his heritage and lifetime investment. It was the same thing as anybody that had a 401K, savings account, etc. How could they tell them what he could or could not do with his own property as long as it did not negatively affect those adjoining? It put Council in a very tough position because yes, they want to work with the community. They want to keep a heritage that they knew. But growth was coming to Horry County and there was nothing they could do to stop it. This was the fastest growing county on the east coast. They were projecting by 2040 over half a million people here inside of Horry County. They had a choice. They could try to work with them with the best plan possible that fits better or if they fight them, and if they force them to go forth and sell their lands and build on them as they were currently, they would end up with a worse deal regardless of how you look at it. But if they could work with them and make sure that the stormwater, traffic, access, and any neighboring properties that were affected by this that they could get the best possible situation to help both sides because it was not going to help them to have a big division because the development was going to come. Again, if it was up to him, he was not in the development business. He didn’t build houses, but he wouldn’t build another one. He wouldn’t but he couldn’t judge those people who were out there because that was what they were doing for a living. That was what these families that own these farms are trying to do because they can’t afford to keep their farm. They have to do something. The previous month he had someone tell him that they didn’t want people developing farms because it obstructs their view. He loved a good view too but if they want to keep that view, they need to buy that land and keep it out of development. That was the only other answer that he knew of. So in turn they were up there trying their best to be the mediator between the community and those who want to sell their farms and build. They want to be fair to both sides. They want to try to do the very best that they could but if it was up to him and his own choice he would much rather have the 200 10,000 out there than to have almost twice that much in multi-family. He would. So in turn hopefully between then and the first meeting in February they could all work this thing out and try to appease both sides. Might not be 100% to both sides, but they would do the very best that they possibly could.

Mr. Bellamy said he could understand the view point of what Mr. Allen said about the homeowner’s view point and the community who were part of the ordinance back in 2011. That was their concerns that it was approved by Council, went through due process, and in 2018 the property was purchased. In 2019 a request for rezoning. As it stood currently, just to summarize, they were looking at half-acre lots as it was currently zoned CFA, and if it goes to a change they could build up to 387 units and that was 3 units per acre.

There was a brief discussion of what could be built under the current zoning.

Mr. Bellamy said they were there as Council to listen to both sides and make the most intelligent decision and make smart development throughout Horry County.

Mr. DiSabato told Mr. Schwerd he understood what he was saying when he said the 319 overlay plan would have no impact on its current zoning because that zoning existed prior to that overlay but why then, now that there was that plan in place, why then are the land owners not precluded from seeking a rezoning that was in conformance with that overlay.

Mr. Schwerd said they wouldn’t be precluded from seeking a rezoning that complies with the plan. So the plan...

Mr. DiSabato asked why wouldn’t they be precluded from seeking all other rezonings that do not comply.

Mr. Jordan clarified that do not comply.

Mr. DiSabato said correct. Why would they not be able to seek a rezoning that says a minimum lot size requirement of a half-acre?
Mr. Jordan said how the comprehensive plan works the zoning was separate from the map. So technically they were to comply.

Mr. DiSabato asked what was the point in doing the overlay?

Mr. Jordan said the overlay was an expression of the community group, the planning commission, and ultimately Council for the ordinance but it was passed by an ordinance which is what a rezoning is also passed. It was like changing the law post fact. They were the governing law for the county.

Mr. DiSabato said he understood. It seemed pointless to have it if it doesn’t really have any... If that was what it was then that was what it was. It seemed like it should be more than that to him.

Chairman Gardner said he thought they had a full discussion. He wanted to make sure they were clear on the record of what they had done. This was the second reading with public input. They vote on that and then to defer that to... The third meeting would be in February.

Both Messrs. Vaught and Bellamy told him that was correct.

**Mr. Vaught said that was the motion, Mr. Howard seconded.**

Mr. Carotti said the second reading would be in February in deferring this motion.

Mr. DiSabato asked if they would be required to have another public input.

Mr. Carotti said no.

Chairman Gardner stated they were deferring the second reading until February to give the developer time to... They had a motion and a second. The motion was unanimously passed.

**Ord 114-19 George Raymond Suggs. Mr. Howard moved to approve, seconded by Mr. Vaught. There was no public input. The motion was unanimously passed.**

**Ord 116-19 Kimberly Payne. Mr. Allen moved to approve, seconded by Mr. Howard. There was no public input. The motion was unanimously passed.**

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

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. Mr. Vaught moved to approve, seconded by Mr. Howard. There was no public input. Mr. DiSabato asked Mr. Haldi if it was fair market for the lease. Mr. Haldi said the lease value was based on an ongoing lease rate that they currently had. It remains the same for the first year and would increase at 2% per year after that. Mr. DiSabato asked if that was fair market for the lease. Was that what prevailing market rates were. Mr. Haldi said that at the time that this lease was initially entered into the prior term it was. The lease rates out there may have increased to some amount. They had not gone back to establish that. This was done through negotiation with Metglas so this was the rate that they were willing to pay. Mr. Vaught asked if they were bound by agreement. They were just following the agreement that they already had with them. Mr. Haldi said that was correct. Yes. The motion was unanimously passed.

**OLD / NEW BUSINESS:**

**ANNOUNCEMENTS:**

**MEMORIAL DEDICATION:** Richard Gresham; Russel Jordan; Kenneth Clark; Tommie Johnson; Lois Cox; Samantha Comtois; Dickran Mgrdechian; and Patricia Culhoun.
UPCOMING MEETINGS: Regular Council meetings – Jan 7 & 21, 6:00 p.m.; I & R Committee – Dec 17, 9 a.m.; Public Safety Committee – Dec 17, 2 p.m.; Transportation Committee – TBD; Administration Committee – TBD; and Fall Budget Retreat – Dec 12 – 13, all day.

EXECUTIVE SESSION: None.

ADJOURNMENT: With no further business, Mr. Worley moved to adjourn at approximately 7:31 p.m. and it was seconded. The motion was unanimously passed. The meeting was adjourned in memoriam of: Richard Gresham; Russel Jordan; Kenneth Clark; Tommie Johnson; Lois Cox; Samantha Comtois; Dickran Mgrdechian; and Patricia Calhoun.
MINUTES
HORRY COUNTY COUNCIL
SPECIAL MEETING
County Council Chambers
December 16, 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; Al Allen; and Paul Prince.

MEMBERS ABSENT:

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

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

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

INVOCATION: Chairman Gardner gave the invocation.

PLEDGE: Chairman Gardner led in the pledge.

EXECUTIVE SESSION: Receipt of legal advice relating to the pending “Hospitality Fee” litigation. Mr. Vaught moved to enter into executive session, seconded by Mr. Prince. The motion was unanimously passed. Mr. Worley moved to exit executive session, seconded by Mr. Howard. The motion was unanimously passed. Mr. Carotti said while in executive session Council received legal advice relating to the pending “Hospitality Fee” litigation. While in executive session no decisions were made and no votes were taken.

Mr. Worley said so they could get it up on the table and this by no means meant that he was for it but somebody had to make a motion and he so moved. Chairman Gardner said they had a motion to approve the Hospitality Fee settlement as mediated. The motion was seconded by Mr. Vaught.

Mr. Worley said he had been dreading that night for a long time. He was going to vote no on this agreement that night and he stated why. Number one, he didn’t agree with the attorneys taking $6.5 - $7 million, and they had already collected $1 million. This thing could end up being in the $8 million range for six months work. He thought that was awful. He represented the people of North Myrtle Beach in District 1. It was a bad deal for North Myrtle Beach. He wanted to go a step further and talk about the elephant in the room, I-73. Based on all the numbers for the past 25 years that he had been dealing with on I-73 there had been a lot of different estimates on I-73. When they were talking about this the previous year, they were looking at setting aside $25 million for principal and interest for their portion of I-73 here in Horry County and across the Pee Dee. The problem with this settlement agreement that they had just been briefed on... If you take the hospitality fee county wide (inaudible). He thought this was important and he thought Council needed to hear this. At county wide, if everybody contributes a half of one percent to the I-73 fund that was going to be a third of what was collected county wide which was...

Mr. Spivey said currently based on 2020 projections that was $14.5 million.

Mr. Worley said he was talking about county wide, 1.5%.

Mr. Spivey said county wide 1.5% was $43.7 million. One third of that was the $14.5 million.

Mr. Worley said that was his point. They were talking about $14 million and some change probably. That would not build the portion in Horry County that (inaudible). It just would not do it. It was not enough. They were $10 million short. At the end of the day would I-73 get built? He thought it would. He thought at some point and time it would get built.

Mr. DiSabato asked Mr. Spivey if that projection was accurate.
Mr. Spivey said when they looked at the information in terms of sizing a contribution locally, he thought the Department of Transportation was looking for a local contribution in the range of $200 million. That (inaudible) not even a majority of cost so the other funds would have to be brought by the state, by the federal government to come close to building the interstate.

Mr. Worley said at the end of the day, since they talked about that on the dais, they were talking about the federal government bringing money for I-73 and the state bringing money for I-73, but he had heard that day from the state house they were talking about putting a toll on a road that the people in Horry County were going to pay for with taxpayer’s money. If he traveled somewhere across the state line, he would have to pay a toll when he had already paid for the road. Was that not the most ludicrous thing you had ever heard? When this money was turned over to SCDOT, they could care less what you thought. He had served at the state house and that was how they treat them. They would do it the way they wanted to do it. They would do it with the county’s money. If the federal government brought $100 million to the table, that was just a drop in the bucket to what the county needed. The state had money running everywhere, and did they think anybody would allocate money to I-73. They had had an opportunity and hadn’t done it. What would they do once the county voted to put its money in? They were not going to change anything, but then they would put a toll on us. All of them needed to investigate that and understand that that was a possibility because the numbers don’t lie. He asked Mr. Spivey to explain what the cost of the road would be to I-95 and then on to the state line. They were talking about funding... The federal and state governments were not just talking about funding to just the state line. They were talking about the North Carolina state line.

Mr. Spivey said he was not sure he had the full number of that. He thought what they were looking at was $670 million which got them to Hwy 76. $1.3 billion to I-95 from Horry County.

Mr. Worley said and then on to the state line. They had to remember from the state line south was in South Carolina too.

Mr. Bellamy wanted to verify what the total cost was and was told $1.3 billion from Hwy 22 to I-95.

Mr. Worley asked if there was any estimate that they knew about from I-95 on to the state line.

Mr. Gosnell made an inaudible response.

Mr. Worley said that didn’t include raising Hwy 22 or Hwy 501 up because of storms. Correct? So that was another $100 million. His point was to be real and talk about... This money, this $14 million and some change a year was a drop in the bucket compared to what they needed. So at some point and time the debate was going to be about how much was the toll going to be. He thought Chairman Gardner was correct in what he said the previous week. It really stuck with him. It was time for the federal and state governments to step up and help Horry County build this road. We could not do it alone. They had to help us. They could. They had the funds to do that. It was not right for Horry County to get on the hook and no one else seems to want to come to the table. All they wanted to do was criticize us for not doing this or that, but at the end of the day they needed to come to the table like the chairman said. They need to come to the table so he would be voting no.

Chairman Gardner said he thought they would energize everybody when they said that. He thought they would get the locals and feds to come in with a plan and he hadn’t seen any plans, commitment, or anything to help us. He had heard threats to tell us how to spend the money that we were going to collect.

Mr. Loftus said he wanted to make sure everybody was clear that this $6.5 million, or whatever the number was, that the cities’ attorneys were going to get comes from the cities and not from the county. There was a $19 million common fund that was the cities’ portion of the hospitality fee that they started with back in February or whatever it was. That did not come from any county money at all in any way, shape, or form whatsoever. That was the cities paying these attorneys and not Horry County. He went back to 1996 when the hospitality fee was first passed and this was before the local sales tax for roads. It was part of a program within Governor Beasley and Representative Mark Kelly and himself and others... They went around after that legislation was passed to every city, Aynor, Loris, Conway, Atlantic Beach, North Myrtle Beach, Myrtle Beach, Surfside Beach, and he thought they went to Briarcliff. They told them what they were proposing and received resolutions from every one of them, and he thought he believed every one of them passed unanimously to adopt this hospitality for roads that would be mainly for tourists in Horry County. What roads did they build with it? Almost $5.5 - $1 billion worth of roads, 31, 22, Grissom Parkway, Main Street Connector in North Myrtle Beach, 544, and that was just beginning. So it was not something that they passed and didn’t work. It was one of the things that they did
pass that did work. To not continue this and just complete the puzzle with I-73 was just beyond him why they would even think of not doing it.

Mr. Vaught said they looked at that night in executive session how this proposed agreement basically differed from a resolution that they passed and sent to the cities back in April that basically laid out how they would return the monies that they were due that were collected within their city limits and stuff. That the county would distribute the money back to them and they could do whatever they chose to do with those monies. That laid out a formula for building I-73 in which everybody contributed as a proportion to where the taxes were collected. They sent that whole resolution out there. We were the big guy and the adults in the room because they could get no motion, no movement whatsoever out of the cities. Then it became well we can't talk with you now about it because it was a lawsuit. Well, the agreement was still there. The resolution was still on the books, and they came back with an agreement that night to look at which was essentially the same exact thing with the one exception of the fact that there was a class action that the attorneys want to declare which would allow them almost an automatic $6 - $7 million to be taken out of the cities' portion of this pot of money. That was money that was actually collected in the cities that was going to go back to them whatever. It was their money. His point was they couldn't control what the cities do with their tax money. It makes no sense to him that they would spend it that way rather than on rehabilitating downtown or whatever it was that they wanted to do but that was their decision. Their decision as a Council was what they were going to do with their portion of this. So, they needed to look back and recognize the fact that they had always stood up for what was the right way of doing this thing. When this whole lawsuit came out and the judge said you had to mediate it and everything, they said no problem. We will participate. Horry County sent at least five representatives to every mediation session. He commended them for sitting there for 10 - 13 hours a time, but they were the only people there other than attorneys for the cities. The cities did not even show up to their own negotiation. There were no parties there who could make decisions when mediation was projecting which was proposed. There was nobody there from the cities who could even make a decision, accept it, or whatever. It was all based on the attorneys. So, understand their county government, this Council on the dais, stood up way back in April. They recognized that there was a problem. They recognized that the cities were coming to them and going to sue them over this. They took positive action. They proposed a plan that would grant them more money than comes from under this agreement. There would be no attorney's fees. The county would have already written them a check back in April for the monies that were due them and they could do whatever they wanted to do. But there they sit with an agreement that would die if they didn't agree to it being a class action suit, that would die and that would kill I-73 because they didn't have the money as a county to actually pay for it. The program that they proposed by resolution in April laid out exactly how much money would come from the cities. The county was going to put out $18 million per year which would have given them over 30 years. He asked Mr. Spivey if that was correct for the commitment that they had out there. That wasn't satisfactory. They were right back to the same place they were except for attorney's fees of $6 - $7 million with what they proposed back in April. So tell him who the adults in the room were.

Mr. Allen said he had been visited by a representative from NESA the past week. They spoke about this very same issue and he at first told him that he knew he was against I-73. He told him to wait a minute. He had never told anybody that he was against I-73 if it was handled correctly. He told him that his stance was that when the feds and the state and the cities all get skin in the game and get on board, he would be more than happy to support I-73 because he agreed that the county needed some interstate access. But, addressing this because this agreement would tie them up again with I-73. It was not just about the 1.5%. It was not just about the outrageous attorney's fees. It was also going to put this county on the hook again. He reviewed the numbers. $2.4 billion for the total project from Hwy 22 to the North Carolina state line. $2.4 billion. It was going to cost a minimum of $100 million to raise Hwy 22. I-73 or I-65 or I-3047.5 wasn't going to do any good unless you get Hwy 22 up and raise it so that it won't flood. That had to be addressed first. That would cost at least $100 million. If you add that in they were now at $2.5 billion total. $2.5 billion and somebody wants the county to commit... It was at first $25 million per year and now it was back to $14.5 million and if you multiply that over our 12 year period that was inside of the current agreement that was only $174 million in a $2.5 billion project. That probably would not even raise Hwy 22, but through this agreement we would be obligated to start on I-73 within those 12 years. The numbers didn't lie. The county didn't have the money to do that even with this agreement. We did not have the money. Our state had a $2 billion surplus in their budget this year and with everybody knowing what we were facing here and with this 30 year journey that we had been on for I-73, how many of them up there had called to say "I am going to try to get you some money for I-73". Crickets. Nothing. The last time he made this statement he got calls and stuff from some on the house board wanting to know what in the world he was doing. Then their congressman said that they had acted shamefully in cancelling this contract, and if he had to be called acting shameful for looking out for the taxpayers of Horry County, he would wear that badge proudly. This was what he saw inside of this deal. Tell him where any interstate highway of this magnitude had ever been built anywhere in this country by local funding. He had researched it and it was zero. Why? Because local entities could not afford this. That was why the feds and states have to get involved. He would send this message that Councilman Al Allen was only one vote, but if our federal representatives and our state would
commit money to I-73, he would vote to support it that night. But if they don’t, don’t be telling him how he ought to represent yours and his citizens. Because they get a choice in it and he gets a choice in it. He had been out and spoken with the citizens out within his area and they don’t want to be the only ones on the hook. If 80% of that 1.5% was paid for by tourists, who was gaining 80-90% of the benefits off of I-73? It was not Ketchup Town, Aynor, Conway, Loris, and it wasn’t even Carolina Forest. It was not Garden City. He wanted them to think about this. $2.5 billion. Even if they collect their $4.5 million a year for the next 30 years and bond it how some were wanting them to do it, that only comes out to only $435 million over a 30 year period. That wasn’t even 25% of what it was going to take to build that interstate. What would happen was that if they commit the taxpayer’s money to this, the feds and the states would do what they had been doing for 30 years. Crickets. Who would be left on the hook? Your children. His children. Their grandchildren. And the interstate would never get built even if they put all of the 1.5%.... They couldn’t afford it. Tell him a contractor who would bid a job like that not knowing that the money would be secured. They would be foolish because there was too much other work out there that was secured now. They needed to talk about reality and this was the whole hard facts. Take away all of the attorney’s talk. He appreciated theirs because he believed that they had with good faith and good hearts and good intentions worked hard on this, but now it comes down to Council because they don’t answer to the people like they did. But again, he appreciated all the good points and all the info but as far as Al Allen was concerned he was still not willing to put the people of Horry County on the hook for this pipe dream that would never happen unless the feds and state step up. But the argument would be unless they put in their part they were not going to step up. Oh to the contrary. If we put in our part, they would never step up. You never pay a man until the job is done. That was an old southern ingenuity. You never pay for the whole job until it’s done.

Mr. Prince said that Number 9 was four-lane from Finklea to North Myrtle Beach and it had been over 35 years, maybe even 40, and the rest of Number 9 was supposed to go out to I-95. That had never been done and the state and federal governments hadn’t stepped in to do anything about that so it was still a two-lane road. They didn’t get any help from the state or federal governments with that. Ride I, Ride II, and Ride III were the doings of Horry County government. Was that correct. Didn’t they do the referendums to get that done? Mr. Worley said not Ride I. Mr. Prince said he didn’t know if they got any help from federal or state on any of that. It was like if the county wanted anything done, it had to do it itself. We didn’t seem to get enough help from federal and state like he thought they should. He verified that if the county did this, the unincorporated area for one year on the 1.5% wouldn’t get but approximately $14 million for our part. He asked Mr. Spivey if that was what he said.

Mr. Spivey said the amount collected in the unincorporated areas was just under $13 million.

Mr. Prince said if we gave 1/3 of it to I-73, what would that be? That wouldn’t be but $3 – $4 million.

Mr. Spivey said it would be $4.3 million for our share.

Mr. Prince said that was a drop in the bucket so what would you do with that much on that kind of a $2 - $3 billion road. That would leave the county with all the road projects. That would cut us down to what?

Mr. Spivey said $8.5 million would be the balance that we would have for other uses within the county.

Mr. Prince said after all that he thought they might better... He couldn’t vote for anything like this until they get some better understanding and the federal and state governments jump in to start helping with the road system in Horry County along with other things that they need to help us with more.

Mr. Hardee said he thought they were there that night to talk about the lawsuit and he wanted to give his opinion on it. Number one, he thought it was total BS and anybody in the City of Myrtle Beach that started this and voted for it, he would highly recommend they pack up and get out of Horry County because this was about as much BS as anybody could even digest. The money was spent on 31 and 22 which benefits them probably greater than anybody in the county. We wanted to come to the table and talk about it and they said that you could not do that because you had to sign this paper and this paper and this paper. Number one and no offense to any attorneys, they do a good job on a lot of things and he didn’t mean this negative towards them, but he didn’t need an attorney to talk for him. If the City of Myrtle Beach can’t come in and sit down and talk and get this thing straight, then they need to explain to their people why they wasted millions of their dollars because they had done nothing but wasted millions and millions of the taxpayer’s money on total BS. The thing that really bothers him most of all was the state didn’t come in. The federal government didn’t come. It was all Horry County. If for some reason they think that they were right and they won the lawsuit, he thought Horry County ought to put tag readers and anybody that lives there, you will pay your fair share though a tax action. Like he said, he couldn’t say anything other than this thing was a sham to start with and that they were doing nothing but wasting taxpayer’s money.
Mr. DiSabato said he had some questions for staff before he went forward. The $14.5 million that would be collected from the county and the municipalities, what kind of bonding capacity did that give the county?

Mr. Spivey said with that annual payment and it had been sized to increase on an annual basis on the level that the hospitality fees increase each year. So it starts at $14.5 million and grows each year by roughly 3%. They had averaged over the full life of the fee since it had been in inception 3.8% so they used 3% to try to be a little bit conservative in that regard. At the $14.5 million they could bond as much as $275 million. It would have to be out there for almost 30 years to do that. That’s longer. It takes a little bit higher rate to do that as well. They were basing that on the market rates where they were currently so in a different rate environment it could be less in that regard.

Mr. DiSabato said it was not enough to build the road.

Mr. Spivey said no.

Mr. DiSabato said in staff’s experience, not just within Horry County but seeing how similar type projects have been funded in the past, had the federal government ever come in with grant money or other funding until a project was shovel ready?

Mr. Worley said no.

Mr. Prince said not that he knew of.

Mr. Gosnell made an inaudible response and Mr. DiSabato asked shovel ready means what? That the county was...

Mr. Gosnell made an inaudible response.

Mr. DiSabato said so it would be a fallacy to expect the federal government to come in and put money towards the construction of a road project that we did not already begin.

Mr. Gosnell made an inaudible response.

Mr. DiSabato said history had not been favorable in that particular factual scenario. Okay. In speaking directly to this contract, he agreed with what most everybody up on the dais had said. First of all they were the only political subdivision that sent anybody from elected officials that serve on that political body to any mediation agreement as far as he understood it. He only participated in one out of the three but his understanding was that the first two... Well that one didn’t have anybody from City Council attend it but his understanding was that nobody from any of the City Councils had participated in this mediation agreement at all. He asked Mr. Carotti if that was correct and his response was inaudible. His other understanding was that if they were to settle this agreement but one or two of the municipalities that were out there hold out, they could still find themselves exposed financially to a certain degree. Was that accurate and the response was inaudible. He for one, absolutely under no circumstances, did he support using hospitality fee money towards the payment of attorney’s fees. He just wanted to be clear on something that Mr. Worley had said when they started this debate. The attorneys they were talking about were not the county attorneys. They were talking about the cities’ attorneys. They were the ones that were creating this legal fiction that would entitle them to up to one-third of the common fund which could be $6 - $7 million in attorney’s fees. He didn’t support that at all, but he did see the benefits of settling the case and having some legal certainty as to what the outcome of the litigation itself was. Assuming that they collect these hospitality fee monies from the municipalities and apportion some of it towards the construction of I-73, if they never get to the point where they get the funding to do I-73, what happens to that money? Does it go back to the municipalities?

Mr. Carotti said the money held in trust during that time would be refunded to the participating governmental entities, the municipalities and the county in its apportionment share to how they contributed absent monies that were spent on 22 studies, elevation, and pre-construction activities such as engineering, design, and right-of-way acquisition.

Mr. DiSabato said so at a minimum they could raise 22 so that the flooding that occurred during Hurricane Florence doesn’t happen again.

Mr. Carotti said yes.
Mr. DiSabato said if they did not find the funding sources or have the ability to build the rest of the interstate up to the South Carolina border we could then return the monies collected up to that point to the municipalities and themselves.

Mr. Carotti said that was correct absent any pre-construction costs such as engineering, design, and right-of-way acquisitions.

Mr. DiSabato said so settling this lawsuit only provides the framework for local funding for I-73 but does not guarantee the construction of I-73 or the use of these funds towards I-73. Was that correct?

Mr. Carotti said that was correct.

Mr. DiSabato said what he would suggest was that they approve this settlement agreement on the following conditions and he would make this in the form of an amendment to the motion.

Mr. Worley told him to let everybody else talk. There were other people that wanted to talk and asked that he hold his motion. He could make that at any time.

Mr. DiSabato asked if there were other people in the queue.

Chairman Gardner yes, they had...

Mr. DiSabato stated he would hold the motion.

Mr. Howard said he would have to agree with most of the Council. This was a very unique situation where the city had been planning this for years and years and the county was not aware of this. Then all of a sudden they throw this on them. They negotiated in good faith and wanted to see I-73 built. They worked very hard to make it very fair. All the cities, municipalities would receive all the monies that was collected in their cities and then they would put a percentage of that money towards I-73 which was the same thing that they were trying to accomplish with this new settlement. He did not agree with the way the attorneys brought some kind of class action against the county collecting this fee to build roads for Horry County. The state, the law makers, passed this so the county could build these roads for the tourists. They needed to continue to build roads for tourists because they were a tourist destination. They needed this money to build roads for the tourists and use the rest of it for public safety where they could where it was legal. They had a huge need for that because of the tourists. He agreed with everything everyone was saying and he thought Mr. DiSabato did have a good point and he would make a motion. He thought it would be the way they needed to go about this and he thought it would work. He thought they needed to not lose all this negotiating that they had done and try to come to some kind of agreement where they could continue to move forward, not backwards, and what Mr. DiSabato had mentioned... If they collect $168 million in 12 years and they hadn’t turned dirt, that money would go back to the municipalities. It didn’t get lost with DOT. If they didn’t get federal money, they were the ones that would make the agreement with DOT, not the tourists. They were going to make the agreement where the money was protected and until they knew that their portion and other portions were going to be built, they were not going to waste that money. They were not going to lose that money. They would protect it. He was anxious to hear Mr. DiSabato’s motion.

Chairman Gardner said the concern he had about that was if Horry County makes an agreement with DOT, they would be the only one and if other people want to make contributions to I-73, they should start by being on the contract with the DOT. He was talking specifically about the cities that would enjoy the benefit of it, but they would keep going.

Mr. Bellamy told Mr. Carotti that they had discussed on the dais in regards to the financial exposure risk factor, what was the worst case scenario if the other municipalities did not sign the agreement?

Mr. Carotti said he would assess that the minimum risk would be of most concern to them would be their proportionate share of monies collected since January 1, 2017 through February 15, 2019 that were spent for Ride projects which totaled... If Conway and Loris were the only holdout municipalities, which that days votes indicate that that was very well the scenario, that would total about $2.9 million.

Mr. Worley asked Chairman Gardner to make sure that they were good and clear on the statement that he just made. The people back home need to understand exactly what the deal was with the monies that was collected by the county but they spent it on Ride I projects, 22 and the whole list, 31, Robert Edge Parkway, Robert Grissom Parkway, all that. That money
was spent on Ride projects. They didn’t take that money and go to Las Vegas with it. Please explain that to the people back home so they would understand how bogus this lawsuit was. It was a sham.

Mr. Carotti said that was correct that that money was spent exclusively on Ride projects and not a penny of it was spent elsewhere. However, the city had made a claim for reimbursement of that entire amount, approximately $53 million.

Mr. DiSabato said even though that was used to pay off a SIB loan that was used to fund those Ride I projects.

Mr. Carotti said correct.

Mr. Bellamy said reference had been made to $2.9 million.

Mr. Carotti said that was the portion of that $53 million that was collected within the municipal limits of Conway and Loris.

Mr. Bellamy said if they were talking about the cities not signing the agreement that would go to the next step, the court system from there?

Mr. Carotti said it would if this body, Council, approved the agreement.

Mr. Bellamy asked if Council did not approve the agreement, what would happen then. What was the next step?

Mr. Carotti said they would continue with the litigation.

Mr. Servant said under the current proposal that had been laid out, where was the .5% supposed to be spent on first as it related to roads and infrastructure?

Mr. Carotti said if he was talking about the money that was dedicated to I-73 within Horry County, 22 improvements to address the flooding.

Mr. Servant said first and foremost.

Mr. Carotti said yes.

Mr. Servant asked Mr. Gosnell under his knowledge was any money set aside in the county currently that was being dedicated to raising this road.

Mr. Gosnell said no.

Mr. Servant asked if there were any plans by staff that had been put forward that plan on doing this.

Mr. Gosnell said it was a project that had been discussed and considered but there had been no budget for it.

Mr. Servant asked him in his best estimation how much was it going to cost.

Mr. Gosnell said without studies they didn’t have a good idea. He thought they had been talking $50 - $100 million but that was a guess.

Mr. Servant asked how needed was this project.

Mr. Gosnell asked which project.

Mr. Servant said raising 22.

Mr. Gosnell said that was the initial study that they had done (inaudible) to determine whether or not the cost was worth the making in order to get the benefit from it. (Inaudible).

Mr. Servant asked if winds get above 50 mph, Georgetown County bridge closes, correct.
Mr. Gosnell said yes.

Mr. Servant asked if Lake Busbee floods, DOT obviously thought that was a good possibility because they brought in barricades, what other option would the residents of southern Horry County have to get out of this county if they did not raise 22.

Chairman Gardner said the best thing for the people on the south end was get the SELL road fixed. They were all talking about dreams.

Mr. Servant said they were talking about monies that were being allocated now to do things.

Mr. DiSabato asked what the raising of Hwy 22 would do in a flooding event that they experienced like Hurricane Florence as far as an evacuation procedure goes.

Mr. Randy Webster said if 22 was raised above the level they saw flooding for Hurricane Florence, and they didn’t have another flood above that level at some point and time, then all the congestion and traffic flows they saw trying to come through 501 would have been alleviated through 22 to get across the river and they would have been able to move back and forth to Loris and to the north end as well. So 22 was a tremendous burden with it being flooded. To address the question of the south end, there was nothing but bringing it up 31, 22, or 544 ultimately if 22 floods again just like what happened this time everybody was coming through Conway.

Mr. Servant said he wanted to make sure back home people realized this was just not I-73. This was about raising 22 and the local money that was going to raise 22 would be coming out of the .5%, $168 million. Just as Mr. Gosnell said, it would cost $100 million plus to do it and they had no other alternatives out there to raise this road. They all set up on the dais less than a week ago and talked about flooding in Horry County and how important it was to find funding to mitigate flooding and to help the residents get in and out of this county safely. He was yielding his time to Mr. DiSabato.

Mr. DiSabato said he pretty much said it. They could sit up there and debate the virtues of I-73 all day but at the end of the day his reading of this agreement states that they have a funding source to help them fix the problems they were having on 22 which could become the main evacuation route for this county in the event of a flood and they had been talking about flooding at the county in all aspects of the business that they had been doing for the last year and a half. There was nothing in this agreement that forces them into a contract for I-73. All it did was set forth the framework by which the local municipalities would be funding I-73 if they were able to find the rest of the revenue and funding sources to build it. So all this agreement does... It doesn’t build I-73. It just allocates the percentage by which each municipality was going to fund the road if they could build it. What it did do was give them the ability and finds them a source of revenue to improve a road that already exists that would help them avoid the problems they had evacuating this county two years ago during Hurricane Florence, and if for no other reason he thought they should support that. There were problems with this agreement that he would get to when he discusses the amendment that he was about to suggest that were completely separated from funding of road projects in this county. But they shouldn’t be voting against this agreement because they didn’t agree with I-73. That really doesn’t come into play unless and until they are able to find other revenues of income to help build that road. So he thought this helps them make the county a safer place to live in the event that they need to evacuate it like they did two years ago.

Mr. Worley told him to make sure that everybody back home also understands that they on Council as a rule had supported the I-73 highway. He thought they all at some point and time said they support, they voted for that from the dais, but the fact remains this money that they were talking about in this agreement was a penance to what was needed to do the project and they also, Mr. Servant, if he recalled, he was right in the middle of that conversation because of raising 22. What about 501. He asked Mr. Gosnell to tell them what SCDOT was going to do with raising 501 at Lake Busbee. Was that ever going to happen and how much would that cost?

Mr. Gosnell said he was not aware of any plans to do that at the time.

Mr. Worley asked if Mr. Gosnell remembered when the previous chairman said that there was some kind of deal struck with... Said there was some kind of agreement that they were going to come up with the money to raise 501.

Mr. Gosnell said he had no knowledge of that.
Mr. Worley said his point was all the money would come from this I-73 fund, and there was not enough money. They won’t take in, based on this agreement that they were talking about, they won’t produce enough money to fix Hwys 501 and 22.

Mr. DiSabato asked Mr. Worley if he would yield back to him and he said he would.

Mr. DiSabato said they were saying the exact same things in different ways. They were talking about allocating funds collected. They were not talking about actually spending that money. The only thing that they were committing to spending that money on was a study for I-22 and getting I-22 raised. If they do that and nothing else, they had been successful to a certain degree in this county. He thought the success was based upon the ability for the county to evacuate in the event of a catastrophic emergency and that alone was a benefit. That alone was a benefit. They could debate this back and forth all night.

Mr. Worley said they could debate this back and forth all night. They both were on the same page. All he was saying was at some point and time when these people pay all this money, they were going to want to see some concrete on the ground.

Mr. DiSabato said agreed and...

Mr. Worley said quit studying and pour some concrete.

Mr. DiSabato said he agreed 100% but this agreement to settle this lawsuit did not commit the county to building an interstate. It just identifies who’s going to be allocating how much money towards that from a local infrastructure funding.

Mr. Worley told him he had never dealt with SCDOT very much then. He told the chairman to bring up another contract for Council to debate. He was telling them once they sign the contract, they didn’t matter. You do not matter, period. It was all about SCDOT and what they want. If they wanted to raise 22 or 501, that was what they would do.

Mr. DiSabato said that was why the needed to keep as much of the power in their court as they could when they were negotiating those contracts, but they were not even at that point.

Mr. Worley said they had as good a representative as they had ever had from this district on DOT but the fact remained that he only had so much power.

Chairman Gardner said nobody was doubting or disagreed with anything especially studying 22 and fixing 22 but he was telling them, for 36 hours 22 was not even on the radar when it came to this agreement. Hwy 22 would probably benefit the cities over at the beach more than it would anybody else. It was something that definitely needed to be worked at. One of the things that was thrown out in some of these discussions was he didn’t know if it was worth spending that kind of money on 22 when they had all the other projects such as the SELL road and fixing 501 and things like that. Whatever they did that night was not going to guarantee that 22 gets fixed.

Mr. Howard said he disagreed with that. In this settlement it said they could immediately start fixing, putting concrete down on 22, every penny they collect. They could start it immediately. In this agreement.

Chairman Gardner said they were not going to put any concrete down until they finish the study and they haven’t started the study yet. Here was what they had. They had Messrs. Loftus, Allen, Bellamy and Howard.

Mr. Loftus said he didn’t know what the status of it was at the point and time, but the state of South Carolina offered $348 million of federal money, not state money, federal money through the state, and $348 million towards 22. He didn’t know what the status of that was at the time. Whether it was still a viable option or not but it was there. Did they know?

Mr. Gosnell said he thought he was speaking of the INFRA grant that was applied for from the federal government. He didn’t believe there had been any movement on that because of the problems in Washington and the budget.

Mr. Loftus verified there was no movement on it meaning it was still maybe available or was it gone.

Mr. Gosnell said he believed it was dead for this session and whether or not it would become available the next year...

Mr. Loftus said for this session of congress depending on how long it lasts according to their definition of how long it lasts.
Mr. Gosnell said yes.

Mr. Loftus said it was his understanding that Charleston was putting money into 526, to what extent he didn’t know, but it came out of their one cent sales tax. They had put money in, granted we were doing a lot more than Charleston, but we were not alone in that regards. Which led him to the City of Myrtle Beach that said they would help us, but to date they had taken no action by either ordinance or resolution to tell us how much for how long and when. So if the City of Myrtle Beach said they would help, stand up and tell us how you are going to help. But then they wouldn’t know because none of them were at mediation to find out what was going on. Nobody from the city of Myrtle Beach, no elected official, was ever at any mediation session.

Mr. Allen told Mr. Gosnell that he mentioned something that caught his ear. He didn’t know if the rest of the Council heard it but it was pertaining to the raising of 22 and a response that he said if a study warrants it. That means to his understanding that if the county pays X amount of dollars, if they were to commit even in this current agreement, and if they put money out there for a study, there was a good possibility that the study could come back and say just because it flooded on a thousand year flood it doesn’t warrant spending in excess of $100 million to raise 22. That was a possibility.

Mr. Gosnell said yes. As he understood the first step of the agreement with the DOT was the completion of a feasibility study for 22 raising.

Mr. Allen said that if we had that study and they came back and advised against it. What that means was their approximately $174 million that was going to be collected over the next 12 years had to be turned onto I-73 because we are obligated to start on that within 12 years or we have to pay the money back to the municipalities. Correct?

Mr. Gosnell said yes.

Mr. Allen said let’s say under the best circumstances that if they institute this study and if the study said it does need to be raised, we don’t know how much it would cost yet. He had said $50 - $100 million, if it goes to $100 million that was over half of what we would collect in the first 12 years and probably he would think a job of that magnitude with the study until the time that it’s completed even if they started the study next summer, you were probably 6 – 8 years out.

Mr. Gosnell said possible, yes.

Mr. Allen said which would put us again closing in on that 12 year mark. He didn’t want Horry County to get caught in this trap. There was a mouse trap out there and it was a big hunk of cheese on it. He liked cheese but didn’t like traps and in turn felt like they could do much better than this because if they pass this agreement it would lock them back into being obligated to I-73, period. If it hadn’t been for the county treasurer filing a motion to squash the action of asking for a class action suit they might even be in more trouble than they were. So there was a lot of people involved in this, not just the twelve of them on the dais. It was everybody inside of Horry County and the state of South Carolina and the feds because it would take everybody’s tax money to build this road. Council really needed to look at it. They couldn’t live above their means. If he could only afford a Chevy Vega, he couldn’t drive a Cadillac. That was what the people of Horry County put them there for to look at these numbers that staff does all their homework on and gives to Council because it was their decision. The buck stops with Council. Next year with this election cycle, people would be asking questions if they were smart stewards with the money. If this was the only way that they thought they could pay for the raising of 22 and if it passes, what if the study comes back and says that they don’t need to raise 22. Then they start building I-73 and 4 – 10 years from now 22 floods again. He told Mr. Worley they may not be there but there would be somebody sitting up on the dais that would be shanghaied and they should be because they were talking out 10 and 20 years. Do they need an interstate? Yes they did, but they needed a smart interstate. They need to be able to pay for it. He would love for... There were a lot of things that he would love to do as a Councilman and a business man but if he didn’t have the money to do it he couldn’t do it. It was just the bottom line. The numbers didn’t lie.

Mr. Worley asked Mr. Allen if he would yield for a question or comment.

Mr. Worley said $340 million was what the grant was that they were talking about, correct and Mr. Gosnell’s response was inaudible.

Mr. Worley said to say it was $340 million because he had already done his math. If you take the $2.5 billion, you know what percent that was for the road. 13%. Where did they think the rest of the money was coming from? That was what they needed to know.
Mr. Allen said that was the $64 question.

Chairman Gardner said he thought that everybody that wanted to talk had had at least one shot. He wanted to talk for a minute. He wanted to talk about this lawsuit. The City of Myrtle Beach passed an ordinance from an expedited meeting where they could raise their taxes. They started telling the county that their taxes were illegal and he wanted to talk about it and they wanted to talk in secret about it. This panel said no. We were not talking in secret. He asked if they remembered that. So, the city kept saying they would send over a paper and he would say they met on Tuesdays. Send it over. They never sent it over but what they did send over was a lawsuit. He didn’t think they worked on that lawsuit overnight or even during the week or two that they were passing their ordinances and stuff. So they had been working at this for a while and somebody had said it was a sham lawsuit or it was a scare tactic. Those were good descriptions of it. They were looking in this lawsuit if he understood it right for about four things. One, they want a class action. They haven’t had it certified yet and if they watched television, if they had been looking at television for the last ten years they had seen these commercials come on TV if you bought a certain product you could join a class action. Roundup was one of them. There were all kinds of things out there for class action lawsuits. These were lawyers not from around here and stuff like that. They say join this class action and they don’t say join this agreement and we will bring it to the court and will get you a class action. They don’t say that. They say join this class action. This agreement was not a class action. This was one of the four things that Myrtle Beach plaintiffs, their lawyers from out of town were seeking and one of them was a class action. He thought Mr. DiSabato had said earlier that if the class action failed then the whole agreement fails. Even if they reach an agreement that night, it was going to be contingent upon a judge granting them class action status. It didn’t sound like a class action. He didn’t know if the cities understand who the class action people were. Similarly situated plaintiffs was the description they used and if Myrtle Beach was the lead plaintiff then he thought that that should mean the other cities and he thought everybody would probably think that. But the way this lawsuit goes on and the way this agreement was structured, they were talking about individual citizens from other jurisdictions, towns, states, that were visitors here, that may have spent their money here, that may have been taxed under the hospitality fee, and that those were the similarly situated plaintiffs. If those were the plaintiffs how could Myrtle Beach be the lead plaintiff in a case involving citizens. Myrtle Beach was not a citizen. Myrtle Beach was a town in Horry County. That was one of the things they were seeking. They were seeking that back money, $53 million. That money was spent for Horry County. It was spent for paying off the SIB. It was these roads that Messrs. Loftus and Worley talked about. Those were the benefit of Horry County. That was $53 million. That may be the scare tactic. That might be the scam. He didn’t know but that was what they were asking for. They were asking for money that was spent for their benefit. The other thing they were asking for was the future money from the time that they filed the lawsuit or the time that they told them that their collection was illegal. That was $19 million. He asked Mr. Spivey if it was in the bank and they were ready to pay that to them. They offered to pay that to them in April. They were looking for back money which the county spent for their benefit. They were looking for future money. They were willing to give it to them. They were looking for a class action. The class action, if they get the class action, what they were going to do was take the $19 million and if they give it to them and they would put it in a common fund as they call it. In that common fund the first thing they were going to do was give one-third of that money to these out of town lawyers. They were going to say it was up to one-third. They were going to try to package that to them because for some reason that might sound not as egregious as one-third. Well anybody that had seen one of these accident commercials on TV, one-third was the going rate for these types of lawsuits. So it was highly unlikely that a judge, if he approves a class action and he didn’t know if he would or not, it was highly unlikely that he would not approve one-third so these lawyers were going to get $6 - $7 million. Somebody said Myrtle Beach was paying that. Why should Council worry about it? Well they worry about it because Myrtle Beach was in Horry County. Those people that voted Myrtle Beach voted for the chairman. They voted for a Council member in that district. North Myrtle Beach voted for their Council member as well as Surfside. Those were citizens that they were concerned about because they were concerned about all of Horry County. But that’s okay. Keep looking back at the $19 million. One-third of it was gone. It was gone to out of town lawyers. The City could take its portion from the remaining two-thirds of the $19 million pot and that would be put in a fund to be drawn down on over the course of a future time representing money that normally would have been taxed by the citizens and visitors coming down here that would normally incur a hospitality fee. Instead of those people paying the fee the city would draw down on that fund that they had. This approximately $12 million fund. So not only is the city paying as Mr. Vaught said wasting away $6 - $7 million, and he agreed with that, they were losing another $12 million because they were putting it in a fund to draw down on money they otherwise would get from somebody else visiting, tourism, and this was a hospitality fee for tourists. So, that was $19 million in and net at the end of the day they get zero out of it so they were willing to offer them the $19 million to settle this lawsuit but they would like for them to be stewards of that money a little better. He couldn’t be a part of anything that would be setting out these attorney’s fees. He just didn’t think it was right and he didn’t think they needed this class action (inaudible) but they would keep talking about it.

Mr. Vaught asked if was illegal too to spend hospitality fee money on attorney’s fees.
Chairman Gardner said he thought so. He thought hospitality fees were supposed to be paid for tourism related activities. That was one of the problems that got Council in hot water with the City of Myrtle Beach. He thought Council did a great job last year. He thought they did a good job getting $18 million for public safety and Myrtle Beach didn’t like that. That was why they brought this lawsuit. It’s been public safety, priority one, day one. They needed that money and needed to help Horry County all together. But yes, that was one of the things that they argued about. What can we spend that money for? What was not in that law book didn’t say nothing about paying hospitality fees to lawyers.

Mr. Vaught said exactly.

Chairman Gardner said thank you.

Mr. Howard said he had another important aspect of this. He would like to mention that they were missing one of the components that... The state house was trying to take this hospitality fee as well. He would like to yield his time to Mr. Crawford and let him explain how that might happen.

Chairman Gardner said this was his time but he could do that. They had Messrs. Bellamy, Howard, and Servant on the queue. This was his time but he would let...

Mr. Bellamy said he would yield his time to Mr. Crawford.

Mr. Crawford asked Mr. Carrotti how much the county generated in the hospitality fee. How much money did they currently generate?

Mr. Carrotti said they were not currently generating any from the 1.5% county wide but Mr. Spivey could answer the question as far as what they have been.

Mr. Spivey said in 2019 the total was $42.5 million. They projected this year roughly...

Mr. Crawford said just in the unincorporated areas.

Mr. Spivey said in the unincorporated areas was $12.4 million in 2019. They were predicting $12.7 million in 2020.

Mr. Crawford asked how much of that could they use for public safety?

Mr. Spivey said based on the county’s ordinance essentially all of it.

Mr. Crawford asked Mr. Carrotti where he saw the... Just say they just vote this thing down that night, where did he see it going after that?

Mr. Carrotti said continuing on in the South Carolina Supreme Court.

Mr. Crawford asked if he thought in any way if they vote it down that night, that that money would be jeopardized. That they could potentially use for public safety? If they vote the agreement down that night...

Mr. Carrotti said it could. Yes. There was that risk.

Mr. Worley asked what. That was the county’s money.

Mr. Vaught said he thought they were getting confused as to whether they were talking about whether they were collecting the cities versus unincorporated Horry County.

Mr. Worley said that was the county’s money.

Mr. Carrotti said the lawsuit, it had not been clarified at this point in history whether that lawsuit encompasses the entire hospitality fee law that the Council passed back in 1996 and amended over time. It has been attacked universally.

Mr. Vaught said so that law was in jeopardy.
Mr. DiSabato said so if it was invalidated the $12.4 million that they were currently generating would go away.

Mr. Carotti said that was at risk. The main component part of the litigation was the 1.5% that was collected within the municipal limits, but it was not clear as they stood there that day whether that lawsuit continues to encompass all hospitality monies collected. And their litigation counsel could verify that.

Mr. DiSabato said so that could potentially be invalidated by the Supreme Court.

Mr. Carotti said at that moment in history that was at that risk.

Mr. Crawford said they were supposed to be committed to public safety day one. That was what they had been talking about. That could be in jeopardy if they don’t do something to settle this agreement. Or maybe not. Maybe everything would just be okay.

Ms. Henrietta Golding stated at that point in time Mr. Carotti was correct. There needed to be a clarification. The city had been consistently going only after the revenue collected within its boundaries. Not the other boundaries. However, to state that day that that was not at risk would not be appropriate. They would need some direction from the court.

Mr. Crawford asked Mr. Carotti what else was out there if they keep the lawsuit going and going. If they just keep litigating it, what else was out there that could affect us.

Mr. Carotti said he was trying to understand that question.

Mr. Crawford said Mr. Howard was talking about the legislature. Do they have jurisdiction over the I-73 legislation?

Mr. Carotti said yes and he thought what Mr. Howard was referring to was that the proposed bill that they had seen basically commits all that 1.5% back to interstate projects, or I-73. They would not have any description.

Mr. Crawford said if that was passed, then what was left for the county and what was left for public safety. What were they left with?

Mr. Carotti said hopefully the way that, and he didn’t have that bill in front of him, he interpreted it and of course the ones who interpret statute would be the courts. The legislature writes them and the courts will interpret them. The way he read the bill the 1.5% would be directed or restricted to the interstate projects or I-73. That was only if the county gives the description to the county to reenact their hospitality law. They could read that in a way that the monies that are collected within the unincorporated areas may not be affected by that legislation because what the legislature has, which was uncommon, was the ability to look back retrospectively to the ordinance that County Council passed in 1996. They were not drafting these bills in a vacuum. They were drafting it specifically addressing the situation in Horry County. The unfortunate thing was that their interest was apparently solely I-73 or interstate projects.

Mr. Hardee said he thought they had kicked this can about as much as they could kick it down the road.

Chairman Gardner said he thought Mr. DiSabato had his motion.

**Chairman Gardner called a five minute break.**

**Chairman Gardner called the meeting back to order.**

Mr. DiSabato said there were a couple of things mentioned that he wanted clarification on before he presented his motion. First, had the treasurer actually filed the motion to intervene in this lawsuit yet? Or was it just conjecture that she may or may not?

Mr. Carotti said she did early on but it was inactive.

Mr. DiSabato asked Mr. Carotti if there was anything in this agreement that legally obligated the county to fund I-73.

Mr. Carotti said yes. Along with the other participating municipalities.
Mr. DiSabato clarified that it legally obligates the county to fund I-73 or just provides a framework for the funding.

Mr. Carotti said it provides a framework for the funding if construction doesn’t begin on the portion of I-73 west of 22 within 12 years. The monies held in trust for that purpose would be reimbursed to the counties and the participating municipalities’ proportionate share to their...

Mr. DiSabato said so if they didn’t find the funding for I-73 from the feds and the state then essentially that money goes back to the municipalities.

Mr. Carotti said and us.

Mr. DiSabato said going back to what he was saying earlier when he had the floor, he didn’t agree that they should vote for this agreement if it was going to provide any exposure to us from a legal standpoint. Two, he didn’t agree with using any portion of this common fund money or any hospitality fee monies be used to pay the attorneys for the municipalities who have litigated this case. So he would make a motion that they approve the settlement agreement conditioned on the following: One, unanimous approval by all municipalities within Horry County to the agreement; and Two, elimination of all language that monies paid into the common fund can be used to pay attorney’s fees and adding language that nothing paid into the common fund can be used to pay attorney’s fees.

Mr. Carotti asked to make one suggestion. When he said that all municipalities within Horry County, Briarcliff needed to be excluded.

Mr. DiSabato said he apologized. With the exclusion of Briarcliff which was already excluded from the agreement, seconded by Mr. Servant.

Mr. Worley asked him to repeat his motion.

Mr. DiSabato moved to approve the settlement agreement upon the following conditions: one, unanimous approval by all municipalities within Horry County excepting Briarcliff Acres; and two, elimination of all language in this agreement that money paid into the common fund can be used to pay attorney’s fees and adding language that nothing paid into the common fund can be used to pay any attorney’s fees. Essentially none of the common fund money could be used to pay any portion of the municipalities’ attorney’s fees.

Mr. Prince asked if that was an amendment or a motion.

Mr. DiSabato said it was a motion to pass the settlement agreement on those conditions.

Mr. Vaught said they needed to clarify one thing. They had already stated that it was illegal to use hospitality fee money for legal fees. So the reason they were amending this was because if this part of the agreement, this agreement that was as it was, if it were approved by the courts would basically legalize using those monies to pay for attorney’s fees. So that was why he wanted to amend it. He wanted to make sure everybody was clear.

Mr. DiSabato said they needed to amend the language in the agreement. Correct.

Mr. Vaught said they had already stated the fact that it was illegal to use funds for that.

Mr. DiSabato said they didn’t want to allow the court to circumvent that.

Mr. Vaught said agreed.

Chairman Gardner asked Mr. DiSabato if he had anything in there about the class action or was that it.

Mr. DiSabato said he thought if they take the language about the attorney’s fees being taken out of the common fund monies then that sort of resolved itself.

Mr. Carotti said that would be a motion to amend the main motion.
Mr. Worley asked Mr. Carotti if they passed this motion why can’t they just pay for the attorney’s fees out of the general fund and then his motion would be null and void.

Ms. Golding said she believed the City of Myrtle Beach could pay their attorney’s fees out of whatever fund the city may have.

Mr. Worley said in other words, Mr. DiSabato, they could pay them out of some other fund and take that money and put back in...

Mr. DiSabato said but it was not the hospitality fee money that was paying...

Mr. Worley said it was out of one pocket into the other. Why did it matter was his point. Was he looking at it the wrong way?

Mr. Prince said he thought he was right.

Mr. Vaught said it was swapping pockets as they were talking the other night.

Mr. Worley said that was a shell game.

Mr. Hardee told Mr. DiSabato that they were not going to direct them how to spend their money.

Mr. DiSabato said then the deal falls apart and they go back to where they were currently, negotiating again.

Mr. Worley said if they were trying to stop them from paying attorney’s fees...

Mr. Loftus said they couldn’t stop them from paying attorney’s fees. That was their deal with their attorneys.

Mr. DiSabato said he was trying to put the onus on them to pay their attorney’s fees. They should not be supportive of that in any way.

Chairman Gardner agreed with him. They should not support that but if they felt the need to pay somebody $6 million for what had been going on, then they were going to do that. But if they didn’t approve this agreement that night, he wanted to make sure they all understood what would happen. This case was still in the Supreme Court. The Supreme Court would decide whenever they decide. If it gets sent back down for trial or another hearing, then they would take it up there. This was not the end of the case unless they decided that they wanted to approve this agreement, and if they amend this agreement it would probably have to go back for everybody else to sign off on and it would be back there anyway.

Mr. DiSabato said correct.

Chairman Gardner asked if there was any further discussion on the motion to amend the main motion. **A vote was held on the amendment.**

<table>
<thead>
<tr>
<th><strong>Yea</strong></th>
<th><strong>Nay</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Servant</td>
<td>Worley</td>
</tr>
<tr>
<td>Loftus</td>
<td>Gardner</td>
</tr>
<tr>
<td>DiSabato</td>
<td>Allen</td>
</tr>
<tr>
<td>Howard</td>
<td>Hardee</td>
</tr>
<tr>
<td>Vaught</td>
<td>Prince</td>
</tr>
<tr>
<td>Bellamy</td>
<td></td>
</tr>
<tr>
<td>Crawford</td>
<td></td>
</tr>
</tbody>
</table>

The motion to amend passed seven to five.

Mr. DiSabato called for a point of order. He asked was it an amendment to the initial motion or was it a vote to approve the settlement conditioned on the following.

Mr. Carotti said it was appropriately an amendment to the main motion.
Chairman Gardner said back to the main motion. This was a motion to accept the agreement as amended. A vote was held.

Yea  |  Nay
---   |---
Servant | Worley
Loftus | Gardner
DiSabato | Allen
Howard | Hardee
Vaught | Prince
Bellamy |  
Crawford |  

The motion to accept the agreement as amended passed seven to five.

ADJOURNMENT: With no further business, Mr. Worley moved to adjourn at approximately 8:47 p.m. and it was seconded. The motion was unanimously passed.
COUNTY OF HORRY

STATE OF SOUTH CAROLINA

ORDINANCE 108-19

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

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

WHEREAS, Horry County Planning Commission and I&R Committee recommended approval of this ordinance including this provision; and,

WHEREAS, it is the intent of the Horry County Council to reconcile the standards of the zoning ordinance.

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

1. Amendment of Appendix B, Zoning Ordinance, Article XIII, Section 1304.1. Section 1304.1 of the Zoning Ordinance is hereby amended as follows:
   (All text in strikethrough shall be deleted and all text shown underlined and bolded shall be-added)

1304.1 - Rural Tourism permit.
All owners and operators seeking the establishment of Rural tourism activities as defined herein shall be required to obtain a Special Exception from the Zoning Board of Appeals.

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

(B) Permitted activities.
   1. Rural Tourism activities are permitted provided:
      a. The parcel is a minimum of 20 acres or 20 total contiguous acres and within a Rural area, Rural Corridors, Rural Community, Rural Activity Center, Transitional Growth Area, Scenic Conservation, or Preserved Open Space as identified on the active future land use map; and
      b. The parcel is not zoned Residential; and
         c. 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 7th day of January, 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: January 7, 2020
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 7th day of January, 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: January 7, 2020

Jeff Miller, agent for Chase Storage, LLC; Carolina Forest Storage PDD Amendment, (2019.10.005)
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>5 ac +/-</td>
<td>33%</td>
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<tr>
<td>Accessory Structures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional storage site</td>
<td></td>
<td></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>
</tr>
</thead>
<tbody>
<tr>
<td>Miniwarehouse 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>
</tr>
</thead>
<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>
</tr>
<tr>
<td>Property Owner</td>
<td>Chase Storage II, LLC</td>
<td>PC Recommendation</td>
<td>Unanimous Approval</td>
</tr>
<tr>
<td>Contact</td>
<td></td>
<td>Size (in acres) of Request</td>
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</table>

## Zoning Districts

<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>PDD</th>
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<tbody>
<tr>
<td>Proposed Zoning</td>
<td>PDD</td>
</tr>
<tr>
<td>Proposed Use</td>
<td>Additional Storage</td>
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## Location Information

<table>
<thead>
<tr>
<th>Flood and Wetland Information</th>
<th>X</th>
<th>Public Health &amp; Safety (EMS/fire) in miles</th>
<th>2.4 (Fire/Medic)</th>
<th>Utilities</th>
<th>GR</th>
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</thead>
<tbody>
<tr>
<td>Character of the Area</td>
<td>Residential &amp; Commercial</td>
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</tr>
</tbody>
</table>

## Adjacent Properties

<table>
<thead>
<tr>
<th>Subject Property</th>
<th>MRD3</th>
</tr>
</thead>
</table>

## Comments

**Comprehensive Plan District:** Suburban Corridors  
**Overlay/Area Plan:** None  

**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 minilwarehouse 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

<table>
<thead>
<tr>
<th>Daily Trips based on existing use / Max Daily Trips based on current zoning</th>
<th>75 / 75</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>100 / 100</td>
</tr>
<tr>
<td>Existing Road Conditions</td>
<td>Rd, Station, Traffic AADT (2017) % Road Capacity</td>
</tr>
<tr>
<td>County, Paved, Two-Lane</td>
<td>County Rd, Carolina Forest Blvd 18,200 AADT 90% - 95%</td>
</tr>
</tbody>
</table>

## Dimensional Standards

<table>
<thead>
<tr>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
<th>Adjacent</th>
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<tbody>
<tr>
<td>PDD</td>
<td>PDD</td>
<td>GR</td>
<td>MRD3</td>
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<tr>
<td>Min. Lot Size (in square feet)</td>
<td>15 acre</td>
<td>15 acre</td>
<td>6,000</td>
<td>6,000</td>
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<tr>
<td>Front Setback</td>
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<td>Side Setback</td>
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<td>Rear Setback</td>
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<tr>
<td>Bldg. Height</td>
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<td>35</td>
<td>40</td>
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</tbody>
</table>
COUNTY OF HORRY ) )
STATE OF SOUTH CAROLINA )
) ORDNANCE 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 ORDNANCE # 15-14, THE PLANNED DEVELOPMENT DISTRICT (PDD) FOR FANTASY HARBOUR (AKA HARD ROCK THEME PARK PDD) (PIN 426000000016) 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 FTTIP 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 7th day of January, 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:    January 7, 2020
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; garthouses; 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</td>
<td>Side</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>NA</td>
<td>NA</td>
<td>25'</td>
<td>25'</td>
</tr>
<tr>
<td>Distribution District</td>
<td>5,000</td>
<td>NA</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

DDC Engineers, agent for FTTCP Bishop Parkway LLC; Fantasy Harbour PDD Amendment, (2019.10.007)
4. Parking Standards
   a. Amusement District *

<table>
<thead>
<tr>
<th>Parking Type*</th>
<th>Minimum Parking Space</th>
<th>Parking Required</th>
<th>Parking Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface Parking – One Way Aisles</td>
<td>9’ x 18’</td>
<td>1 space per 4 patrons @ maximum occupancy</td>
<td>1 space per 100 sf GFA</td>
</tr>
<tr>
<td>Surface Parking – Two Way Aisles</td>
<td>9’ x 18’</td>
<td>1 space per 4 patrons @ maximum occupancy</td>
<td></td>
</tr>
<tr>
<td>Structured Parking (Phase II)</td>
<td>9’ x 19’</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>
<td></td>
</tr>
<tr>
<td>Theaters &amp; Auditoriums</td>
<td>1 space per 3 (fixed) seats</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>
<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>
<td></td>
</tr>
<tr>
<td>Miniature Golf</td>
<td>2 spaces per hole</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skating Rink, Ice Rink &amp; Skate Park</td>
<td>1 space per 300 sf GFA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warehouse</td>
<td>1 space per 4,000 sf GFA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical &amp; Veterinary Offices</td>
<td>5 spaces per doctor</td>
<td></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>
<td></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>Churches</th>
<th>capacity of meeting rooms: 1 space per 4 seats in main assembly room</th>
<th>capacity of meeting rooms: 1 space per 4 seats in main assembly room</th>
</tr>
</thead>
<tbody>
<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. 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 FTTB 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</td>
</tr>
<tr>
<td>Phase 1B</td>
</tr>
<tr>
<td>Phase 1C</td>
</tr>
<tr>
<td>Phase D</td>
</tr>
<tr>
<td>Phase 2A</td>
</tr>
<tr>
<td>Phase 2B</td>
</tr>
<tr>
<td>Phase 2C</td>
</tr>
<tr>
<td>Phase 2D</td>
</tr>
<tr>
<td>Phase 3</td>
</tr>
<tr>
<td>Phase 4</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.
   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.
Rezoning Review Sheet

PROPERTY INFORMATION

Applicant: DDC Engineers (Energov # 047044)
PIN #: 42600000016
Site Location: Fantasy Harbor in Myrtle Beach
Property Owner Contact: FTTP Bishop Parkway, LLC

Rezoning Request #: 2019-10-007
County Council District #: 4 - Loftus
Staff Recommendation: Approval
PC Recommendation: Unanimous Approval
Size (in acres) of Request: 135.39

ZONING DISTRICTS

Current Zoning: PDD
Proposed Zoning: PDD
Proposed Use: Additional Uses

LOCATION INFORMATION

Flood and Wetland Information: X
Public Health & Safety (EMS/fire) in miles: 3 (Fire)
Utilities: Public
Character of the Area: Residential and Commercial

ADJACENT PROPERTIES

Public: HC
LI: HC
RE4: HC
Subject Property: 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 Hoelscher was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning: 500 / 4,000
Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning: 1,000 / 5,000

Existing Road Conditions: Rd, Station, Traffic AADT (2017) % Road Capacity
State, Paved, Two-Lane: George Bishop Pkwy, Station 304
18,800 AADT 50% - 55%

DIMENSIONAL STANDARDS

<table>
<thead>
<tr>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Lot Size (in square feet)</td>
<td>PDD</td>
<td>PDD</td>
<td>PDD</td>
<td>LI</td>
<td>HC</td>
</tr>
<tr>
<td>5,000</td>
<td>NA</td>
<td>4 acre</td>
<td>21,780</td>
<td>10,000</td>
<td>21,780</td>
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<tr>
<td>Front Setback</td>
<td>0</td>
<td>25</td>
<td>25</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>
</tr>
<tr>
<td>Rear Setback</td>
<td>0</td>
<td>25</td>
<td>25</td>
<td>25</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>
</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 7th day of January, 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: January 7, 2020

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

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Gary Ward (Energov # 047042)</th>
<th>Rezoning Request #</th>
<th>2019-10-008</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIN #</td>
<td>45702020023 &amp; 45702020033</td>
<td>County Council District #</td>
<td>4 - Loftus</td>
</tr>
<tr>
<td>Site Location</td>
<td>Bay Rd &amp; Freewoods Rd in Myrtle Beach</td>
<td>Staff Recommendation</td>
<td>Approval</td>
</tr>
<tr>
<td>Property Owner</td>
<td>Entity Properties 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>2.8</td>
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**ZONING DISTRICTS**

<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>MSF10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Zoning</td>
<td>BO1</td>
</tr>
<tr>
<td>Proposed Use</td>
<td>Boat Repair and Storage</td>
</tr>
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**LOCATION INFORMATION**

<table>
<thead>
<tr>
<th>Flood and Wetland Information</th>
<th>X</th>
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</thead>
<tbody>
<tr>
<td>Public Health &amp; Safety (EMS/fire) in miles</td>
<td>2.6 (Fire/Medic)</td>
</tr>
<tr>
<td>Utilities</td>
<td>Public</td>
</tr>
<tr>
<td>Character of the Area</td>
<td>Residential &amp; Commercial</td>
</tr>
</tbody>
</table>

**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 / 96
- Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning: 150 / 150
- Existing Road Conditions: SC 707, Station 247, 23,400 AADT, 65% - 70%
- Road, Station, Traffic AADT (2017), % Road Capacity: 23,400 AADT, 65% - 70%

**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></td>
<td>BO1</td>
<td>MSF10</td>
<td>PDD (Cameron Village)</td>
<td>MSF6</td>
<td>MSF10</td>
<td>SF40</td>
</tr>
<tr>
<td>Front Setback</td>
<td>80</td>
<td>25</td>
<td>30</td>
<td>20</td>
<td>25</td>
<td>50</td>
</tr>
<tr>
<td>Side Setback</td>
<td>10</td>
<td>10</td>
<td>20</td>
<td>10</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Rear Setback</td>
<td>15</td>
<td>15</td>
<td>20</td>
<td>15</td>
<td>15</td>
<td>30</td>
</tr>
<tr>
<td>Bldg. Height</td>
<td>65</td>
<td>35</td>
<td>55</td>
<td>35</td>
<td>35</td>
<td>35</td>
</tr>
</tbody>
</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 7th day of January, 2020.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1
Dennis Diasbato, District 3
Tyler Sargent, 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: January 7, 2020

#2019-10-009 Robert S. Guyton, agent for Pure Assets LLC
**Property Information**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Rezoning Request #</th>
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</thead>
<tbody>
<tr>
<td>Robert S. Guyton</td>
<td>2019-10-009</td>
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<tr>
<td>(Energov # 047046)</td>
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<tr>
<td>PIN #</td>
<td>County Council District #</td>
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<tr>
<td>44110200050</td>
<td>6 - Crawford</td>
</tr>
<tr>
<td>Site Location</td>
<td>Staff Recommendation</td>
</tr>
<tr>
<td>3835 Socastee Blvd in Myrtle Beach</td>
<td>Approval</td>
</tr>
<tr>
<td>Property Owner</td>
<td>PC Recommendation</td>
</tr>
<tr>
<td>Contact</td>
<td>Unanimous Approval</td>
</tr>
<tr>
<td>Pure Assets, LLC</td>
<td>Size (in acres) of Request</td>
</tr>
</tbody>
</table>

**Zoning Districts**

- **Current Zoning**: CFA
- **Proposed Zoning**: MA1
- **Proposed Use**: Agricultural Processing

**Location Information**

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

**Adjacent Properties**

<table>
<thead>
<tr>
<th></th>
<th>HC</th>
<th>HC</th>
<th>HC</th>
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<tbody>
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<td>Flood and Wetland Information</td>
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<tr>
<td>Public Health &amp; Safety (EMS/fire) in miles</td>
<td></td>
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<tr>
<td>Utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Character of the Area</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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, autobody shops including painting and upholstering, 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 Dawson recused himself. There was no public input. Shep Guyton was present to address questions and concerns.

**Transportation Information**

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

**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>
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</thead>
<tbody>
<tr>
<td>21,780</td>
<td>MA1</td>
<td>CFA (Com/Res)</td>
<td>HC</td>
<td>MSF6</td>
<td>RE4</td>
<td>CFA (Com/Res)</td>
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<td>Front Setback</td>
<td>50</td>
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<tr>
<td>Side Setback</td>
<td>25</td>
<td>25/10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>25/10</td>
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<tr>
<td>Rear Setback</td>
<td>25</td>
<td>40/15</td>
<td>15</td>
<td>15</td>
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<tr>
<td>Bldg. Height</td>
<td>60</td>
<td>35</td>
<td>120</td>
<td>35</td>
<td>36</td>
<td>35</td>
</tr>
</tbody>
</table>
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 7th day of January, 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: January 7, 2020

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

<table>
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<tr>
<th>Applicant</th>
<th>George Raymond Suggs (Energov # 048812)</th>
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<tr>
<td>PIN #</td>
<td>31409040011</td>
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<tr>
<td>Site Location</td>
<td>Hwy 57 in Little River</td>
</tr>
<tr>
<td>Property Owner</td>
<td>George Raymond Suggs</td>
</tr>
<tr>
<td></td>
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### Zoning Districts

<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>CFA</th>
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</thead>
<tbody>
<tr>
<td>Proposed Zoning</td>
<td>MSF10</td>
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### Location Information

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<th>Flood and Wetland Information</th>
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<tr>
<td>Public Health &amp; Safety (EMS/fire) in miles</td>
<td>1.1 (Fire)</td>
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### Adjacent Properties

<table>
<thead>
<tr>
<th>Utilities</th>
<th>CFA</th>
<th>CFA</th>
<th>SF10</th>
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<tbody>
<tr>
<td>Public</td>
<td>CFA</td>
<td>SF10</td>
<td>SF10</td>
</tr>
</tbody>
</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 manufactured/mobile homes are an allowed use.

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

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

### Transportation Information

<table>
<thead>
<tr>
<th>Daily Trips based on existing use / Max Daily Trips based on current zoning</th>
<th>8 / 250</th>
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<tbody>
<tr>
<td>Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning</td>
<td>40 / 40</td>
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</tbody>
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**Existing Road Conditions**
- Rd, Station:
- Traffic AADT (2017):
- % Road Capacity:
  - S-57, Station 447: 6,400 AADT 40% - 45%

### Dimensional Standards

<table>
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<tr>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
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<tbody>
<tr>
<td>MSF10</td>
<td>CFA</td>
<td>SF10</td>
<td>CFA</td>
<td></td>
<td></td>
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<tr>
<td>Min. Lot Size (in square feet)</td>
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<td>43,560/21,780</td>
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<td>60/25</td>
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<td>60/25</td>
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<tr>
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<td>25/10</td>
<td>10</td>
<td>25/10</td>
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<tr>
<td>Rear Setback</td>
<td>15</td>
<td>40/15</td>
<td>15</td>
<td>40/15</td>
<td></td>
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<tr>
<td>Bldg. Height</td>
<td>35</td>
<td>35/35</td>
<td>35</td>
<td>35/35</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 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 7th day of January, 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: January 7, 2020

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

<table>
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<tr>
<th>Applicant</th>
<th>Kimberley J Payne (Energov # 047038)</th>
<th>Rezoning Request #</th>
<th>2019-10-006</th>
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<tbody>
<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>
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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>
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<th>Current Zoning</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**

<table>
<thead>
<tr>
<th>Flood and Wetland Information</th>
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<tbody>
<tr>
<td>Public Health &amp; Safety (EMS/fire) in miles</td>
<td>4.5 (Fire/Medic)</td>
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**Adjacent Properties**

<table>
<thead>
<tr>
<th>Utilities</th>
<th>Public</th>
<th>CFA</th>
<th>CFA</th>
<th>CFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Character of the Area</td>
<td>Residential &amp; Commercial</td>
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</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>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning</td>
<td>60 / 500</td>
</tr>
<tr>
<td>Existing Road Conditions</td>
<td>US 501, Station 150</td>
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<tr>
<td>Rd, Station, Traffic AADT (2017)</td>
<td>23,000 AADT</td>
</tr>
<tr>
<td>% Road Capacity</td>
<td>55% - 60%</td>
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<td>State, Paved, Four-Lane, Divided</td>
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**Dimensional Standards**

<table>
<thead>
<tr>
<th>Min. Lot Size (in square feet)</th>
<th>21,780</th>
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</thead>
<tbody>
<tr>
<td>Front Setback</td>
<td>60</td>
</tr>
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<td>Side Setback</td>
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<tr>
<td>Rear Setback</td>
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</table>

Report Date: 10/17/2019
COUNTY OF HORRY  
STATE OF SOUTH CAROLINA  

ORDINANCE 119-19

AN ORDINANCE APPROVING THE ABANDONMENT, CONVEYANCE, AND REMOVAL FROM THE COUNTY’S MAINTENANCE SYSTEM A REMNANT PORTION OF THE RIGHT-OF-WAY OF 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.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

Harold G. Worley, District 1  
Bill Howard, District 2  
Dennis DiSabato, District 3  
Gary Loftus, District 4  
Tyler Servant, Jr., District 5  
Cam Crawford, District 6  
Orton Bellamy, District 7  
Johnny Vaught, District 8  
W. Paul Prince, District 9  
Danny Hardee, District 10  
Al Allen, District, District11

Attest:

Patricia S. Hartley, Clerk to Council

First Reading: November 19, 2019  
Second Reading: December 10, 2019  
Third Reading: January 7, 2020
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

____________________________________  (L.S.)
By:

Its:

____________________________________  (L.S.)

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: ________________________
SUGGS STREET REALIGNMENT

OLD R/W
Suggs St.

NEW R/W
Suggs St.

PIN 186-00-00-036

PIN 186-00-00-037
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 7th day of January, 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: January 7, 2020
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 personality 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 personality 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

4
INDEMNIFICATION

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

ARTICLE 6
SALE BY LANDLORD

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

ARTICLE 7
DEFAULT

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

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

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

ARTICLE 8
ASSIGNMENT
8.1 BY LANDLORD. This Lease shall be fully assignable by the Landlord or its assigns.

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

ARTICLE 9
MISCELLANEOUS

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

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

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

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

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

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

9.3 CONSTRUCTION. In the event that any of the provisions of this Lease shall by court order be held invalid or in contravention of any of the laws of the United States or of any state having jurisdiction over the subject matter or of any dispute arising under it, such invalidation shall not serve to affect
the remaining portion of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

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

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

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

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

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

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)
(SIGNATURE PAGE TO FOLLOW)
IN WITNESS WHEREOF, the Landlord and Tenant have respectively signed this Lease as of the date indicated on the first page of this Lease.

WITNESSES:

Metglas, Inc.

________________________________________

By: _______________________________

Its: _____________________________

STATE OF SOUTH CAROLINA  
COUNTY OF HORY

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 HORY

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

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

SWORN to before me this ______ day of __________________ _______, 2019

________________________________________ (L.S.)

Notary Public for South Carolina
My Commission Expires: __________________________
COUNTY OF HORRY  
STATE OF SOUTH CAROLINA  

Ordinance 01-20

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 35004020024 FROM RESIDENTIAL (SF10) 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 Residential (SF10) 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 35004020024 and currently zoned Residential (SF10) is herewith rezoned to Multi-Residential Three (MRD3).

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

3) Conflict with Preceding Ordinances: If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

4) Effective Date: This Ordinance shall become effective on Third Reading.

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

HORRY COUNTY COUNCIL

__________________________
Johnny Gardner, Chairman

Harold G. Worley, District 1  Bill Howard, District 2
Dennis DiSabato, District 3  Gary Loftus, District 4
Tyier Servat, 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: January 7, 2020
Second Reading:
Third Reading:

#2019-11-007 Keith Rogers ETAL
**PROPERTY INFORMATION**

<table>
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<tr>
<th>Applicant</th>
<th>Rezoning Request #</th>
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<tr>
<td>Keith Rogers ETAL</td>
<td>2019-11-007</td>
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<td>Energov # 047443</td>
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<tr>
<th>PIN #</th>
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<tr>
<td>35004020024</td>
<td>1 - Worley</td>
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<tr>
<th>Site Location</th>
<th>Staff Recommendation</th>
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<td>Park St in Little River</td>
<td>Approval</td>
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<tr>
<th>Property Owner Contact</th>
<th>PC Recommendation</th>
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<tbody>
<tr>
<td>Keith Rogers ETAL</td>
<td>Unanimous Approval</td>
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| Size (in acres) of Request | .27 |

**ZONING DISTRICTS**

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<tr>
<th>Current Zoning</th>
<th>Proposed Zoning</th>
<th>Proposed Use</th>
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<tbody>
<tr>
<td>SF10</td>
<td>MRD3</td>
<td>Single Family Detached</td>
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**LOCATION INFORMATION**

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<tr>
<th>Flood and Wetland Information</th>
<th>Public Health &amp; Safety (EMS/fire) in miles</th>
<th>Utilities</th>
<th>Character of the Area</th>
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**ADJACENT PROPERTIES**

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<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
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</thead>
<tbody>
<tr>
<td>SF10</td>
<td>SF10</td>
<td>SF10</td>
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</table>

**COMMENTS**

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

Discussion: The applicant is requesting to rezone to allow for a second dwelling to be placed on an existing residential lot. Rezoning case 2019-06-006 was denied by Council at 2nd Reading on September 17, 2019 due to the intent to develop the site under SF6 as a duplex. The currently proposed MRD3 district requires the applicant to provide a site plan for the property and will only allow for the development of single family detached residences. The parcel is located within the AE Flood Zone and is shown as within the height overlay for Grand Strand Airport. Development of the site based on the proposed site plan will require both lots to perserve a minimum lot size variance (78 sq. ft.) from the Zoning Board of Appeals.

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

Public Comment: 12/5/2019 There was no public input. Bonita Rogers was present to address questions and concerns.

**TRANSPORTATION INFORMATION**

<table>
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<tr>
<th>Daily Trips based on existing use / Max Daily Trips based on current zoning</th>
<th>0 / 8</th>
<th>Existing Road Conditions</th>
<th>County, Paved, Two lane</th>
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<tr>
<td>Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning</td>
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<td>Rd, Station, Traffic AADT (2017)</td>
<td>SC 90, Station 229 15,700 AADT 105-110%</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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<tbody>
<tr>
<td>6,000</td>
<td>MRD</td>
<td>SF10</td>
<td>SF10</td>
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</tbody>
</table>

| Front Setback | 25 | 25 | 25 |
| Side Setback  | 10 | 10 | 10 |
| Rear Setback  | 15 | 15 | 15 |
| Bldg. Height  | 40 | 35 | 35 |
AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 42914010003 & 42914010004 FROM COMMERCIAL FOREST AGRICULTURE (CFA) TO RESIDENTIAL (MSF14.5)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Commercial Forest Agriculture (CFA) to Residential (MSF14.5) is in compliance with the Comprehensive Plan and the good of the public welfare and is a reasonable request.

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

1) **Amendment of Official Zoning Maps of Horry County:**
   Parcel(s) of land identified by PIN 42914010003 & 42914010004 and currently zoned Commercial Forest Agriculture (CFA) is herewith rezoned to Residential (MSF14.5).

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

3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this ___________ day of ____________, 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: January 7, 2020
Second Reading:
Third Reading:

#2019-11-001 Ricky Martin
PROPERTY INFORMATION

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Rickey Martin (Energov # 047073)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIN #</td>
<td>42914010003 &amp; 42914010004</td>
</tr>
<tr>
<td>Site Location</td>
<td>Corner of Mill Pond Rd &amp; Brothers Hill Rd in Myrtle Beach</td>
</tr>
<tr>
<td>Property Owner/Contact</td>
<td>Rickey Martin</td>
</tr>
</tbody>
</table>

Rezoning Request # 2019-11-001

County Council District # 6 - Crawford

Staff Recommendation Approval

PC Recommendation Unanimous Approval

Size (in acres) of Request 1.12

ZONING DISTRICTS

<table>
<thead>
<tr>
<th>Current Zoning</th>
<th>CFA</th>
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</thead>
<tbody>
<tr>
<td>Proposed Zoning</td>
<td>MSF14.5</td>
</tr>
<tr>
<td>Proposed Use</td>
<td>Three Residential Lots</td>
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</table>

LOCATION INFORMATION

<table>
<thead>
<tr>
<th>Flood and Wetland Information</th>
<th>X</th>
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</thead>
<tbody>
<tr>
<td>Public Health &amp; Safety (EMS/fire) in miles</td>
<td>3.5 (Fire/Medic)</td>
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<tr>
<td>Utilities</td>
<td>Public</td>
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<tr>
<td>Character of the Area</td>
<td>Residential</td>
</tr>
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</table>

ADJACENT PROPERTIES

<table>
<thead>
<tr>
<th>CFA</th>
<th>CFA</th>
<th>CFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFA</td>
<td>Subject Property</td>
<td>CFA</td>
</tr>
<tr>
<td>MSF40</td>
<td>MSF40</td>
<td>MSF20</td>
</tr>
</tbody>
</table>

COMMENTS

Comprehensive Plan District: Urban Communities

Overlay/Area Plan: None

Discussion: The applicant is requesting to rezone 1.12 acres from CFA to MSF14.5 with the intent to subdivide for residential lots. A mix of residential districts is present within the immediate area including MSF20 and MSF40 with SF10 and MSF10 districts located along HWY544 in close proximity to the subject parcel. This request includes two existing parcels with one being 0.62 acres and the second being 0.5 acres. The larger parcel has frontage on both Mill Pond Rd and Brothers Hill Rd.

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

Public Comment: 12/5/2019 There was no public input. Rickey Martin 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>8 / 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning</td>
<td>24 / 24</td>
</tr>
</tbody>
</table>

Existing Road Conditions

<table>
<thead>
<tr>
<th>Rd, Station, Traffic AADT (2017) % Road Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC Hwy 544, Station 244 31,600 AADT 90%-95%</td>
</tr>
</tbody>
</table>

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>
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</thead>
<tbody>
<tr>
<td></td>
<td>MSF14.5</td>
<td>CFA (res/com)</td>
<td>CFA (res/com)</td>
<td>MSF20</td>
<td>MSF40</td>
<td></td>
</tr>
<tr>
<td>Front Setback</td>
<td>25</td>
<td>25/60</td>
<td>25/60</td>
<td>40</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Side Setback</td>
<td>10</td>
<td>10/25</td>
<td>10/25</td>
<td>15</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Rear Setback</td>
<td>15</td>
<td>15/40</td>
<td>15/40</td>
<td>25</td>
<td>30</td>
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<td>Bldg. Height</td>
<td>35</td>
<td>35</td>
<td>35</td>
<td>35</td>
<td>35</td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF HORRY 
STATE OF SOUTH CAROLINA 

Ordinance 03-20

AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 17713020004 FROM NEIGHBORHOOD COMMERCIAL (NC) 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 Neighborhood Commercial (NC) 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 17713020004 and currently zoned Neighborhood Commercial (NC) is herewith rezoned to High Bulk Retail (RE4).

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

3) **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Horry County, then the preceding Section, Sub-section or part shall be deemed repealed and no longer in effect.

4) **Effective Date:** This Ordinance shall become effective on Third Reading.

AND IT IS SO ORDAINED, ENACTED AND ORDERED this __________ day of __________________, 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: January 7, 2020
Second Reading:
Third Reading:

#2019-11-005 Long Donald E Sr ETAL
**PROPERTY INFORMATION**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Rezoning Request #</th>
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<tr>
<td>Donald Long (Energov # 047374)</td>
<td>2019-11-005</td>
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<tr>
<td>PIN #</td>
<td>County Council District #</td>
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<tr>
<td>17713020004</td>
<td>9 - Prince</td>
</tr>
<tr>
<td>Site Location</td>
<td>Staff Recommendation</td>
</tr>
<tr>
<td>Hwy 9 Bypass E in Loris</td>
<td>Approval</td>
</tr>
<tr>
<td>Property Owner Contact</td>
<td>PC Recommendation</td>
</tr>
<tr>
<td>Donald E Long Sr, Etal</td>
<td>Unanimous Approval</td>
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<tr>
<td></td>
<td>Size (in acres) of Request</td>
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<td>5</td>
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**ZONING DISTRICTS**

<table>
<thead>
<tr>
<th>Current Zoning</th>
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<th>Proposed Use</th>
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<tbody>
<tr>
<td>NC</td>
<td>RE4</td>
<td>Retail Sales - Furniture</td>
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**LOCATION INFORMATION**

<table>
<thead>
<tr>
<th>Flood and Wetland Information</th>
<th>Public Health &amp; Safety (EMS/fire) in miles</th>
<th>Utilities</th>
<th>Character of the Area</th>
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<tbody>
<tr>
<td>X</td>
<td>2.85 (Fire)</td>
<td>Septic</td>
<td>Residential &amp; Commercial</td>
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**ADJACENT PROPERTIES**

<table>
<thead>
<tr>
<th>MSF10</th>
<th>MSF10</th>
<th>MSF10</th>
</tr>
</thead>
</table>

**COMMENTS**

**Discussion:** The applicant is requesting to rezone to allow for retail sales with outdoor storage. Proposed business to sell farm-style furniture on a property that is currently used as a salvage and sale yard. The parcel is located adjacent to the Diamondback Golf Course property. Neighborhood Commercial does not allow outdoor storage and the High Bulk Retail District (RE4) is intended to provide opportunities for businesses with outdoor storage to locate along arterial or collector roadways. The property is within the height overlay for Twin City Airport.

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

**Public Comment:** 12/5/2019 There was no public input. Donald Long 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, Four-lane, Divided</th>
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<tbody>
<tr>
<td>Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning</td>
<td>Rd. Station, Traffic AADT (2017)</td>
<td>SC 97, Station 197 9,600 AADT 20%-25%</td>
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<tr>
<td>10 / 500</td>
<td>% Road Capacity</td>
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<td>100 / 1,000</td>
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**DIMENSIONAL STANDARDS**

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<thead>
<tr>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
<th>Adjacent</th>
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<tbody>
<tr>
<td>RE4</td>
<td>NC</td>
<td>FA (com/res)</td>
<td>MSF10</td>
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<tr>
<td>Min. Lot Size (in square feet)</td>
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<td>10,000</td>
<td>43,560/21,780</td>
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<tr>
<td>Front Setback</td>
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<td>60/25</td>
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<td>Side Setback</td>
<td>10</td>
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<td>25/10</td>
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<tr>
<td>Rear Setback</td>
<td>15</td>
<td>15</td>
<td>40/15</td>
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<tr>
<td>Bldg. Height</td>
<td>36</td>
<td>35</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 27011030003 FROM LIMITED FOREST AGRICULTURE (LFA) TO RESIDENTIAL (MSF20)

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 Limited Forest Agriculture (LFA) to Residential (MSF20) 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 27011030003 and currently zoned Limited Forest Agriculture (LFA) is herewith rezoned to Residential (MSF20).

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: January 7, 2020
Second Reading: Third Reading:

#2019-11-002 Stanley Douglas Barnhill
**PROPERTY INFORMATION**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Rezoning Request #</th>
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<tbody>
<tr>
<td>Stanley Douglas Barnhill (Energov # 047247)</td>
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<table>
<thead>
<tr>
<th>PIN #</th>
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<tbody>
<tr>
<td>27011030003</td>
<td>10 – Hardee</td>
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<table>
<thead>
<tr>
<th>Site Location</th>
<th>Staff Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woodyard Bay Rd in Loris</td>
<td>Approval</td>
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<table>
<thead>
<tr>
<th>Property Owner Contact</th>
<th>PC Recommendation</th>
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</thead>
<tbody>
<tr>
<td>Stanley Douglas Barnhill</td>
<td>Unanimous Approval</td>
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<table>
<thead>
<tr>
<th>Size (in acres) of Request</th>
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<tr>
<td>1.3</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>LFA</td>
<td>MSF20</td>
<td>Accessory Dwelling</td>
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**LOCATION INFORMATION**

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<tr>
<th>Flood and Wetland Information</th>
<th>LFA</th>
<th>LFA</th>
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<tr>
<th>Public Health &amp; Safety (EMS/fire) in miles</th>
<th>LFA</th>
<th>Subject Property</th>
<th>LFA</th>
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<tbody>
<tr>
<td>2.25 (Fire/Medic)</td>
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<td>LFA</td>
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<table>
<thead>
<tr>
<th>Utilities</th>
<th>LFA</th>
<th>LFA</th>
<th>LFA</th>
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</thead>
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<tr>
<td>Private</td>
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<table>
<thead>
<tr>
<th>Character of the Area</th>
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</thead>
<tbody>
<tr>
<td>Residential, Rural</td>
</tr>
</tbody>
</table>

**COMMENTS**

Comprehensive Plan District: Rural Area  
Overlay/Area Plan: None  

Discussion: The applicant is requesting to rezone to allow for an accessory dwelling on an existing residential lot. The subject lot is located near, but not within, the Mt. Vernon Rural Area Management Plan. Several previous rezonings occurred within close proximity to the parcel to include requests for SF10, AG2, SF14.5. Current LFA zoning allows for a variety of uses to include single family dwellings including manufactured homes. This request would reduce the minimum lot size to 20,000 square feet and the intended principle land use for MSF20 is low density single family residential although it does allow for non-commercial agriculture, golf courses, accessory uses, and several additional uses subject to the provisions of the Zoning Ordinance.

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

Public Comment: 12/5/2019 There was no public input.

**TRANSPORTATION INFORMATION**

<table>
<thead>
<tr>
<th>Daily Trips based on existing use / Max Daily Trips based on current zoning</th>
<th>8 / 50</th>
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<table>
<thead>
<tr>
<th>Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning</th>
<th>16 / 16</th>
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</thead>
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<table>
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<tr>
<th>Existing Road Conditions</th>
<th>State, Paved, Two-lane</th>
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<td>SC 366, Station 649 600 AADT 5%-10%</td>
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<table>
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<tr>
<th>Proposed Improvements</th>
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</table>

**DIMENSIONAL STANDARDS**

<table>
<thead>
<tr>
<th>Min. Lot Size (in square feet)</th>
<th>Requested</th>
<th>Current</th>
<th>Adjacent</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSF20</td>
<td>20,000</td>
<td>43,560</td>
<td>43,560</td>
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</tbody>
</table>

| Front Setback | 40 | 60 | |
| Side Setback  | 15 | 25 | |
| Rear Setback  | 25 | 40 | |
| Bldg. Height  | 35 | 35 | |
Rezoning 1.3 total acres from LFA to MSF 20

Rezoning Case Number 2019-11-002
AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 34304020008 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 34304020008 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: January 7, 2020
Second Reading:
Third Reading:

#2019-11-003 Jimmy D. Fowler Jr., agent for S & H Holdings LLC
**Rezoning Request Sheet**

**Property Information**
- **Applicant:** Jimmy D Fowler Jr, agent for S&H Holdings (Energov # 047259)
- **PIN #:** 3430420008
- **Site Location:** Huston Rd in Conway
- **Property Owner Contact:** Jimmy D Fowler Jr

**Zoning Districts**
- **Current Zoning:** CFA
- **Proposed Zoning:** SF10
- **Proposed Use:** Residential

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

**Adjacent Properties**
- **Flood & Wetland Information:** CFA
- **Public Health & Safety (EMS/fire) in miles:** CFA
- **Utilities:** CFA
- **Character of the Area:** CFA

**Comments**
- **Comprehensive Plan District:** Rural Area
- **Overlay/Area Plan:** None

Discussion: The applicant is requesting to rezone to subdivide for two residential lots. Based on the sketch provided both lots will need a variance for minimum lot width at building site. This parcel is located adjacent to the Creekside Custom Homes that rezoned 10.65 acres of CFA to SF10 (Ord. 75-09). Within the immediate vicinity is the Barons Bluff PDD, a single family development with minimum lot area of 8,125 sqft (Ord. 200-06). Bear Bluff Rd is the route for access from the subject parcel for access to Old Reeves Ferry Rd and Highway 90.

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

**Public Comment:** 12/5/2019 There was no public input. Jimmy Fowler was present to address questions and concerns.

**Transportation Information**
- **Daily Trips based on existing use / Max Daily Trips based on current zoning:** 0 / 8
- **Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning:** 16 / 16

**Existing Road Conditions**
- **Rd, Station:** SC 90, Station 224
- **Traffic AADT (2017):** 12,300 AADT
- **% Road Capacity:** 70%-75%

**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>
</tr>
</thead>
<tbody>
<tr>
<td>SF10</td>
<td>10,000</td>
<td>21,780/43,560</td>
<td>21,780/43,560</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Front Setback | 25 | 25/60 | 25/60 |
| Side Setback  | 10 | 10/25 | 10/25 |
| Rear Setback  | 15 | 15/40 | 15/40 |
| Bldg. Height  | 35 | 35    | 35    |
AN ORDINANCE TO APPROVE THE REQUEST TO AMEND THE OFFICIAL ZONING MAPS FOR HORRY COUNTY, SOUTH CAROLINA, SO AS TO REZONE PIN 37105020016 FROM RESIDENTIAL (SF20) TO RESIDENTIAL (MSF40)

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

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

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

WHEREAS, Horry County Council finds that the request to rezone the property from Residential (SF20) to Residential (MSF40) 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 37105020016 and currently zoned Residential (SF20) is herewith rezoned to Residential (MSF40).

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  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: January 7, 2020
Second Reading:  
Third Reading:

#2019-11-004 John Russell Davis
PROPERTY INFORMATION

Applicant: John Russell Davis (Energov # 047314)

PIN #: 37105020016

Site Location: Lake Ann Dr in Conway

Property Owner Contact: John Russell Davis

Rezoning Request #: 2019-11-004

County Council District #: 11 - Allen

Staff Recommendation: Approval

PC Recommendation: Approval 8.3

Size (in acres) of Request: 2.14

ZONING DISTRICTS

Current Zoning: SF20

Proposed Zoning: MSF40

Proposed Use: Manufactured Home

LOCATION INFORMATION

Flood and Wetland Information: X

Public Health & Safety (EMS/fire) in miles: 5 (Fire)

Utilities: Public/Septic

Character of the Area: Residential

ADJACENT PROPERTIES

Utilities: FA

Character of the Area: Residential

COMMENTS

Comprehensive Plan District: Rural Area

Overlay/Area Plan: None

Discussion: The applicant is requesting to rezone to allow a manufactured home on residential property. Currently the 2.14 acre property is zoned SF20 which does not permit manufactured/mobile homes and there are other SF20 and SF40 zoned properties within the immediate neighborhood. The surrounding area off of HWY 378 is mostly zoned CFA and FA which both allow for manufactured homes on lots with minimum area of 0.5 acres.

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

Public Comment: 12/5/2019 Rick & Teresa Baum, Elaine Hughes and Douglas Thomas spoke in opposition of the request. Their concerns were property value. Russell Davis was present to address questions and concerns.

TRANSPORTATION INFORMATION

Daily Trips based on existing use / Max Daily Trips based on current zoning: 8 / 8

Projected Daily Trips based on proposed use / Max Daily Trips based on proposed zoning: 16 / 16

Existing Road Conditions: Rd, Station, Traffic AADT (2017) % Road Capacity

US 378, Station 143
11,000 AADT
65%-70%

Proposed Improvements

DIMENTIONAL STANDARDS

<table>
<thead>
<tr>
<th>Min. Lot Size (in square feet)</th>
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<th>Adjacent</th>
<th>Adjacent</th>
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<td>MSF40</td>
<td>40,000</td>
<td>20,000</td>
<td>20,000</td>
<td>43,660/21,780</td>
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</tr>
<tr>
<td>Front Setback</td>
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<td>40</td>
<td>40</td>
<td>60/25</td>
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</tr>
<tr>
<td>Side Setback</td>
<td>20</td>
<td>15</td>
<td>15</td>
<td>25/10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rear Setback</td>
<td>30</td>
<td>25</td>
<td>25</td>
<td>40/15</td>
<td></td>
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</tr>
<tr>
<td>Bldg. Height</td>
<td>35</td>
<td>35</td>
<td>35</td>
<td>35</td>
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</tr>
</tbody>
</table>
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>10</td>
<td>$4,400</td>
<td>Green Sea-Floyds Athletic Booster Club – cost of charter busses to transport football team and cheerleaders to the state championship football game in Columbia.</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 7th day of January, 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
REQUEST FOR ALLOCATION OF COUNCIL COMMUNITY BENEFIT FUNDS

Request is made to Council District 10 Date of Request 12/6/2019

Non-Profit Organization Making Request:

Name: Green Sea Floyds Athletic Booster Club
(Must list the legal name of the organization that agrees to the Federal ID Number)

Address: PO Box 115, Green Sea, SC 29545

Phone: 843-283-9022 Federal ID Number: [redacted]

IRS Code Section under which tax exemption was granted: Nonprofit 501C

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:

This organization provides student athletes of Green Sea Floyds Middle/High with uniforms, equipment, meals for playoff games, and other things that may come up throughout the year.

Amount Requested $4,400.00 Dated Needed as soon as possible

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

The funds will cover the cost of the charter busses to transport the football team and cheerleaders to the Class A State Championship football game at Benedict College in Columbia.

Requested By: (Printed Name) Billy Strickland
Position in the Organization: President
Signature: [Signature]
APPLICATION FOR COUNTY APPOINTMENTS

NAME: Bradley E Hardwick  DATE 12/11/19
ADDRESS: 10524 Hwy 905
Longs SC 29568

TELEPHONE NUMBER: 843-758-0622 (home) 843-399-4434 (work)

DATE OF BIRTH 12/20/70

YOUR COUNCIL MEMBER / DISTRICT: Paul Prince

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

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

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

EDUCATION: NMB High School Graduate

WORK:
City of NMB Fire Department
Volunteered for Horry County Fire for 20+ Years
Operate Hardwick's Restaurant Supplies

CIVIC ACTIVITIES:


LIST PREVIOUS SERVICE ON HORRy COUNTY BOARDS OR COMMISSIONS
(indicate dates of terms):

NONE
DUAL OFFICE HOLDING: Do you presently serve on any County or State Board or Commission?

No

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

Signature

12/11/19

Date