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V. Discussion Items
   a. List of roads being removed from the Horry County Maintenance System /Randy Plummer
   b. Longs Fire Station Update /John Barnhill
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   d. Beach Dunes – Use of hardened materials within sand dunes. /Andy Markunas
   e. Road Fee Payments to Municipalities – Responses received from all Municipalities. /David Gilreath

VI. Resolutions
   a. Resolution to accept the road(s) and drainage in the following subdivisions into the Horry County Maintenance System:/David Gilreath
      1) Clear Pond M250 & M260 Phase 2 – District 8 (Sandlewood Drive and Redleaf Rose Drive)
      2) Clear Pond M250 & M260 Phase 3 – District 8 (Country Pine Drive and Redleaf Rose Drive)
      3) Sierra Woods Phase 1 – District 9 (Bendick Court and Davis Court)
   b. Resolution to express Horry County’s request for the SC General Assembly to enact laws to better protect historical Monuments and historical markers – SC House Bill 3632 and Senate version 0513. /David Jordan

VII. Ordinances
   a. 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. /Randy Haldi
   b. An Ordinance approving the County Administrator to quit claim the abandoned portion of Public right of way formerly known as Suggs Street due to the realignment. /Larry Hamilton
VIII. Council Member Comments

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

The Honorable Al Allen, Infrastructure & Regulation Chairman

Steven S. Gosnell, P.E., Horry County Administrator
MINUTES
HORRY COUNTY COUNCIL
Infrastructure & Regulation Committee Meeting
County Council Chambers
October 8, 2019
9:00 a.m.

MEMBERS PRESENT: Al Allen, Chairman; Bill Howard; and Paul Prince.

MEMBERS ABSENT: Cam Crawford.

OTHERS PRESENT: Pat Hartley; David Gilreath; Steve Gosnell; David Jordan; Randy Webster; Councilmen Gary Loftus, Johnny Vaught, and Danny Hardee.

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 Allen called the meeting to order at approximately 9:00 a.m.

INVOCATION: Mr. Prince gave the invocation.

PUBLIC INPUT:

1. Greg Heusler & Tim Wainscott spoke regarding storm water drainage concerns at Deerfield. Mr. Heusler, president of Ashley Meadows HOA, said he had never seen infrastructure as poor as it was here.

   Mr. Wainscott stated that he had lived in Ashley Meadows and Deerfield since 2003. The year after he moved there they started having water problems. The neighborhood was low lying compared to the surrounding neighborhoods. He had talked with stormwater and sewer several times. They came out to the neighborhood and agreed that the way the infrastructure was put in had been mishandled from the beginning by the developer. It needed to be corrected. They had water standing in the streets and yards for more than 72 hours after a 2 – 3 day rain. It was a health hazard. SCDHEC had been out but nothing ever got done about it. The county says it is private property and not their responsibility. The developer says it is not their responsibility and that it is the HOAs responsibility. It was not the HOAs responsibility. No one was taking responsibility, but they had water problems. His garage had flooded 3 times since he had been there from heavy rain. They were trying to find out who they needed to talk to to get this problem solved.

   Mr. Heusler said the HOA didn’t have enough money to fix… It was a small neighborhood. They had a sinkhole caused from storm drain pipes. They had to fix it. They had been told that the pipes were made out of the wrong material.

   Mr. Prince asked how old the development was. Mr. Heusler replied 30 years. His home was the oldest. Mr. Prince stated so it had been there since planning and zoning and stormwater existed. Mr. Gilreath stated that regulations were minimal back then. Mr. Vaught asked if it was in the county system and Mr. Gilreath stated that it was not.

   Chairman Allen said since it was not in the county’s system they would have to go back and possibly take action against the original developer. He asked Mr. Jordan if that was correct
and Mr. Jordan said he thought they probably owned the system. They would have to check that. Just from looking at this it looked like the POA actually owned the roads not the original developer like (inaudible).

Mr. Loftus asked if (inaudible) turned the roads over to them. Mr. Jordan said he was just going off the GIS but it showed their roads were owned by Ashley Meadows POA.

Mr. Heusler said that they had it quick deeded to them at the beginning of the year and they knew nothing about it. They found it in May or June just clicking on roads in the area.

Mr. Loftus asked if the developers in Tennessee were not going to help them and had no intentions of helping them.

Mr. Heusler said he wanted Horry County to help them.

Mr. Loftus said he knew that but the people in Tennessee owned the roads and they gave them to them whether they wanted them or not. The monkey was off their back now.

Mr. Wainscott said he disagreed with that because he contacted their attorney concerning this and he said what they did was illegal because the road was not in good repair. When they turn a road over and quick deed it to somebody, it had to be in good repair or you could go back on them. That was what they were going to have to do.

Mr. Loftus told him to let him know if he had any success because he had lived in Deerfield for 40 years and (inaudible).

Chairman Allen said they would have to go back against the original owners.

Mr. Mr. Wainscott said he had been told that … He asked what kind of attorney do they need to get.

Mr. Hardee said what he was asking them to do was go to jail because this was private property. If they take the taxpayer’s dollars and spend them on his road…

Mr. Heusler said he paid taxes.

Mr. Hardee said he understood that. He paid taxes too but Horry County couldn’t work on his property. It was private property. The county didn’t have a right-of-way and you could not spend taxpayer’s dollars on private property. He paid taxes on every piece of property that he had but he couldn’t have Horry County do any work on it.

Mr. Vaught told him it would be the same thing as if the county paved his driveway.

Mr. Wainscott asked what they would have to do for the county to take it over.

Mr. Prince said bring it up to the standards of the county.

Mr. Howard said it couldn’t be a gated community.

Mr. Heusler said it was not gated.
Mr. Howard asked if they could do a special tax district.

Mr. Loftus said they could do a special tax district.

Mr. Schwerd said there were several neighborhoods between them and the next public road that would also have to come into the system. He couldn’t just go from public road to private road back to public road. So there was at least one other neighborhood between them that would have to come into the public system to bring them in at least from the bypass (inaudible).

Mr. Wainscott said he knew Mr. Loftus had been there because he lived in Deerfield. Deerfield Avenue had been a major problem for a long time and they hadn’t gotten anywhere.

Mr. Allen said that their hands were tied from a legal standpoint. Their best option would be to hire them some help and go back after the original developer. That was their only option unless they wanted to fix it themselves.

Mr. Vaught said there was a special tax district.

Mr. Allen said that they had just said that he couldn’t.

Mr. Heusler asked how about if he got the next…

Mr. Schwerd said Deerfield Lanes would have to be involved.

Mr. Heusler asked who else would have to be involved. Deerfield (inaudible) because they back up to them.

Mr. Schwerd said and then the gate would have to go away.

Chairman Allen told them they were out of time and that they may want to stop by planning and zoning and get with Mr. Schwerd on it.

APPROVAL OF AGENDA CONTENTS: Mr. Howard moved to approve agenda contents, seconded by Mr. Prince. The motion was unanimously passed. Chairman Allen asked Mr. Howard if he wanted to add something and he said he did. Mr. Howard moved to add a discussion on charging a special tax on electronics at the department stores or the stores where they are sold. Maybe they could have some discussion on that. It was coming out of their budget now and he would like to talk about it and get staff to do some… Mr. Vaught asked if he was talking about a disposal fee and Mr. Howard said yes. Chairman Allen stated they would add that on at the end of the meeting. The motion was unanimously passed.

APPROVAL OF MINUTES: Mr. Howard moved to approve the minutes for August 20, 2019 as submitted. The motion passed unanimously.

DISCUSSION ITEMS:

Hurricane Dorian Update (David Gilreath): Mr. Gilreath stated that Hurricane Dorian could have been much worse. It destroyed the Bahamas and was probably one of the worst storms in history. It was aiming at us and at the last minute it went out to sea. He presented a slide that compared the last 3 hurricanes as far as rainfall. Hurricane Dorian was generally a one day event and Hurricane Florence was
a 2 – 3 day event. The winds were not as strong as what had been forecast. Most of the sustained winds in the county were around the 40 mph range. There were 2 confirmed tornadoes that resulted in some damage. He presented an overview of what the I&R department went through before and after Hurricane Dorian. Overall they had 20 loads of vegetative debris which was an extremely small amount from a hurricane. Total damages were estimated at around $140,000. Mr. Vaught asked if that was damages and not expenses. Mr. Gilreath state expenses to repair the damages including materials and labor.

Chairman Allen referred to the hurricane contractual debris hauling and asked if there were certain amounts that had to be out there before that kicks in or was it automatic. Mr. Gilreath replied that there was no set amount that he was aware of. They make an assessment as quickly as possible after the storm and depending on if the storm was coming and they knew they were going to get hit hard, they make preparations before that. It all depends on the storm.

Mr. Gosnell said after the storm they would come before Council and Council had to authorize this to be (inaudible) in place.

Mr. Gilreath said it could be as big or small as they ask them to do. They were ready to go. Beach services goes through a lot. They had to remove all the signs, handicap chair boxes, showers, porta-johns, trash cans and so forth. There were around 300 trash cans that they have to get off the beach. It takes a lot of time and preparation. With this last storm and the last two storms they constructed temporary dunes across the frontage of the beach accesses in the hope that it would minimize the onshore flow of water and stop the sand from coming onto the streets.

Chairman Allen asked if we were aware of any other entity on the coast that did anything with their dunes as far as putting inside their dunes some sort of structure to protect the dunes. Because if you just push up sand there it was just sand and when the waves come in it would draw it all out.

Mr. Gilreath said they did put plants on the dunes and try to maintain those every year. He was not aware of any structures hidden beneath the dunes.

Mr. Gosnell said (inaudible) frowns against that.

Chairman Allen asked if they could check on that. An idea was that if you had the rock, shell or something inside the dune and put the sand over the dune and then plant, that may save some of the sand. He asked them to check on that and see if it was being done anywhere else to see if that might be a feasible idea.

Mr. Gilreath said they could.

Chairman Allen said they spend millions of dollars on sand every year. If they could do something to hold it back that would be a good thing he thought.

Mr. Howard said one product that would work and would probably meet the Corps of Engineers approval was gumbo clay. The ocean won’t touch gumbo clay, and he was sure they could come up with a lot of gumbo clay.

Mr. Gosnell said about 25 years ago the Corps and OCR had some big discs that they tried along the street ends and they didn’t work very well. It was difficult getting permitted to do. They could find out. He didn’t believe they would permit any hardened structure, whether it was clay or riprap or whatever, in the dunes system. They would confirm that.
Chairman Allen said he didn’t know if there might be another somewhere trying something new and different to help with that.

Mr. Gilreath said he hadn’t seen them allow much more than sand.

Chairman Allen said if you pump sand on it washes out. It was frustrating.

Mr. Prince said all the building up and down was too close to the ocean.

Mr. Gilreath said other than that probably the most important thing was the Jeep was removed from the beach in Myrtle Beach.

Chairman Allen said that we had been hit pretty hard the last three to four years from these storms. We had tried very hard and pushed out. The staff acted very well in these times. They did a good job.

List of roads being removed from the Horry County Maintenance System (Randy Plummer): Mr. Plummer presented a PowerPoint presentation with slides on the proposed roads to be removed from the county maintenance system. Those roads were No Name Rd off Hunters Trl, No Name Rd off Carry Lane Rd, No Name Rd off Long Bay Rd, Andrea Ln off Barnyard Rd, No Name Rd off McNabb Shortcut Rd, No Name Rd off Salem Rd, and No Name Rd off Hwy 378. They were not being closed but were being removed from the maintenance system.

Chairman Allen asked if they would remain open as a public road or a private road.

Mr. Plummer said they were taking them out of the maintenance system and they would remain at whatever state they were until somebody changes it.

Mr. Prince asked if they could put a gate up on the road and Mr. Plummer said it would depend on the situation.

Chairman Allen asked if someone had an accident on these roads due to bad maintenance, would the county hold any (inaudible) liability.

Mr. Howard asked if this was private property that these roads were on.

Chairman Allen said that most of it was.

Mr. Gilreath said yes, generally it was.

Mr. Prince asked if it was owned by the county and Mr. Gilreath said correct. They were not typically…

Mr. Hardee asked if we had a right-of-way on the roads.

Mr. Gilreath said generally it was prescriptive.

Chairman Allen said on some and then some they didn’t. They had just been there forever.

Soliciting proposals for privatizing one or more of the athletic recreation complexes (Paul McCulloch): Mr. McCulloch said that Council had requested that recreation investigate all possible cost and savings solutions and one of them was possibly privatizing one or more of the recreation centers.
They had in their packets four items that they were seeking direction on from Council before proceeding with drafting their RFPs.

The first item was minimum maintenance requirements – how in depth do they want to go? Chairman Allen said you needed to keep up things. If something was to happen with a permanent structure, the county would be the landlord and have to deal with that. The grass, drainage, seeding, fertilizer, watering, light bulbs, etc…

Mr. Gosnell asked if they wanted to put that responsibility on the proposer or did they want the county to retain doing those activities.

Mr. Vaught said one thing they had to look at was the reason they talked about doing this. It was because the county couldn’t afford to do parks and recreation like it had been doing it. So, if they didn’t compare apples to apples, whoever proposes to take over this and run it, if they were not proposing to do exactly the same things the county did by maintaining the same programs, hours, and same stuff, then they were not talking about apples to apples.

Chairman Allen said they could not afford to subsidize them.

Mr. Prince said they were also trying to get out of raising the millage to do what they needed to do. If they contract them out, that was not going to solve the situation. When you turn it over to somebody, you won’t have hands on like Mr. McCulloch did currently. If you give it to a company, they were not going to run it without making money. They were going to be there to make money and that was not what it was all about. If they turned it out to other people, they were shirking their responsibility. Parks and recreation should stay with the county or either not have it at all. They need to step up and fund it to make it a great parks and recreation.

Mr. Hardee said he thought it would be a good idea to form a committee to study this and report back to the committee.

Mr. Prince asked Mr. Gosnell if he had anything because he had been around on other things.

Mr. Gosnell said it was a challenge. The idea was giving somebody the opportunity to provide the same level of service with the same cost that the county had. He thought they needed an RFP that included all those responsibilities to make whoever the bidder was responsible for the totals and the maintenance of the facility. Then you had to allow them to provide whatever… You had to allow them what they need to make a profit. That was what these questions would lead to. It was not going to bind Council for anything. They just needed to put an RFP together to get it out on the market to see what they get. Then this group and full Council could decide if they wanted to accept it or not.

Mr. Vaught said it needed to be a package that basically describes the recreational services that the county provides currently.

Mr. Howard said that one of the problems was they didn’t want to privatize just the best location and leave the rest run by the county. If they privatize it, it had to be all of them. Then they would use what monies they had for recreation to help maintain them but maybe a private entity could operate them more efficiently than the government could. The committee was the best idea. If they did go forward with the county monies, they did have to raise taxes to bring up the recreation to standards that they were proud of.

Mr. Vaught asked if there was a document or documents that describes what is recreation in Horry County. What do we do?
Mr. Gosnell said he didn’t know if there was a set document for that. He thought as it relates to drafting an RFP lease or allow someone to run your facilities, you would need to craft that document. He thought a committee could help draft that document before they put it out on the street. The issue that was discussed rather than do all the four centers that the county had, do one or two to see if there was any interest from anybody to try to take that responsibility on if they thought they could make some money at it.

Mr. Vaught asked if he was talking about like a trial run.

Mr. Gosnell said that was what they understood was the…

Mr. Gilreath said like a pilot program.

Mr. Vaught said that might be wise.

Mr. Prince asked them to find somewhere that it was being done in the United States.

Mr. Loftus said try Myrtle Beach. The City of Myrtle Beach does it.

Mr. McCulloch said the City of Myrtle Beach was the only one. Just with the sports center.

Mr. Prince said it was a different situation with it being county wide.

Chairman Allen said that instead of forming a committee and adding more layers to this, let’s have an I&R workshop on this before the end of this year to address it and let staff, if it pleased Council, come out with an RFP before the spring season starts. He asked Mr. Gosnell and Ms. Hartley to find a day that would be good between then and the Christmas break to schedule an I & R workshop on just that subject. Then hopefully they could come to a conclusion, put a package together, and send it on to Council.

Mr. Gosnell said he thought it was a good idea if they would allow them to put together a draft RFP that they could present at that workshop for them to critique or change. Then they could go out and advertise it.

Mr. Howard asked if they could have at that same meeting some people that might have some interest in doing that speak to them and give them some ideas.

Chairman Allen said he didn’t know that they could do that. They would have a workshop on the subject. Staff would bring back an RFP with the questions and points to be addressed then and they would make a decision to put together a final and send it to full Council if it was the desire of the committee.

Mr. Prince asked them to see if they could find a county that was currently doing this.

**Soliciting proposals for bulk ice vending machines at selected recreation facilities (Paul McCulloch):** Mr. McCulloch said they were requesting to be able to solicit bulk ice vending on county property facilities. The ones that they thought would be a good fit for this would be Enterprise Landing, Socastee Yacht Basin Landing, Peter S. Vaught Sr. Landing, and International Drive Ball Fields.

Mr. Howard asked if we would have no money invested in this.

Mr. McCulloch said they would just do an RFP for (inaudible). There was a brief discussion on some points that would be put into the RFP.
Mr. Gosnell said he thought it was a good idea. It was a way to start generating some money. He would recommend they proceed as quickly as they could.

Mr. Prince said they needed to send this to full Council and Mr. Howard said he so moved. The motion was unanimously passed.

**Longs Fire Station Update (John Barnhill):** Mr. Prince asked if they had the sign up or had started clearing the land and Mr. Barnhill said no. They had just got the contract and the closing date was October 31st. They were in discussions with Grand Strand Water and Sewer. There had to be a little bit of a property swap because we were surrounding them at this point. It was on the same site as the existing Longs fire station. They had the adjustment schedule in their packets. Depending on everything going right, they were thinking winter – early spring 2021.

Mr. Prince said they had put $75,000 into the budget 2 – 3 years ago. Was everything budgeted?

Mr. Barnhill said that the project was fully funded. They were waiting on the property.

**FEMA map update (Tom Garigen):** Mr. Garigen stated that FEMA had given them the revised addition of the 2015 flood maps. They had issued maps in 2015 and the county appealed those maps because they felt those maps had significant problems with the way they were doing the calculations in the modeling, especially on the lower regions of the river. He presented slides with examples of changes from the current maps to the 2019 proposed maps. He also presented a timeline for the adoption of the maps. DNR was waiting for the official notice to be published in the federal register. It takes between 60 – 90 days for that to occur. They were 30 days in. He was predicting that that would occur sometime in November or December. Then they would publish public notice in local newspapers on two different occasions seven days apart. On the date the second notice is published in the newspaper the 90 day appeals period officially begins. That means the county, the cities, and any other interested parties could file an appeal on these maps. That period was only 90 days. If they do not receive any appeals, their letter of final determination should come out sometime in April or May of next year. If there were appeals filed, they have to go through each of those appeals and determine if they agree or disagree, if they were justified or not justified, and make the decision about each of those appeals before they will make a final determination. They didn’t know how long that would take.

Mr. Vaught asked if the county was satisfied with the maps now.

Mr. Gosnell said with the few exceptions that Mr. Garigen had to send back to them with the topography errors… With the new maps that came out the new model mimicked what they saw with Florence. Based on that they were not in a position where they would want to appeal it.

Mr. Garigen said that County Council would have six months and no more than six months to adopt these maps from that letter of final determination. From April or May of next year they would have until around November of next year to officially adopt these. If it didn’t adopt them by that deadline, the county was automatically suspended form the National Flood Insurance Program which means nobody has flood insurance.

Mr. Vaught said if they were satisfied with it, it should be an easy deal.

Mr. Howard referred to the maps that show all the flood areas of Horry County. If planning and zoning gets any kind of request for anything that was remotely in these areas, we shouldn’t look at it. You could develop it if it was rezoned already. They could do what they want but they couldn’t get insurance
probably. If we were going to rezone something that was in one of these zones, we shouldn’t even look at it.

Mr. Garigen said that was a decision for Council.

Mr. Prince said just because it was in a flood zone didn’t mean it was going to flood.

Mr. Howard said not today, tomorrow, but if we allow it…

Mr. Vaught said they had to get flood insurance.

Mr. Allen asked if there was some sort of current notification process so that when someone comes in and applies for a building permit to where they were told or shown that they may be inside a flood zone.

Mr. Schwerd said he would leave the building permit part to code enforcement but he could tell them from the rezoning standpoint when they come in for developments they use both the existing and proposed flood maps. They would provide those to the applicant and to the planning commission and it was in their Council packets. If there were any that was in a flood zone, they include a specific flood zone map showing proposed development and how it was or was not within the bounds. They had for the last year as they had gone through the proposed flood maps provide that information and requested that information on all the new developments. Pull their lots out of the flood zone if they were increasing the density that they were proposing. If they were increasing to a higher density than what was currently there, they ask them to pull all their lots out of the flood zone. They can leave the open space, common areas, but they can’t use it for the lots. For the last year they had all complied. He would let code enforcement address whether they notify individuals when they come in.

Mr. Hardee asked if the Corps had to give them a wetland delineation before they could even start.

Mr. Schwerd said that was a different issue, but yes they do require for any density, whether increasing it to 10,000 square foot lots or smaller, that they have to provide them with a wetlands delineation letter. They also have a process that they were working on within the revised MRD which was the zone district that they saw, that had a two page list of sustainable development standards that they could choose from in order to increase their density in order to preserve open space, protect wetlands, and also protect buffers around it and stats out of the flood zones. So that would be coming in the future. Basically, once they get to the point of adopting the revised comp plan this would follow behind it, but they had been providing that information to the applicants and to the planning commission council for the past year. Very few of the projects that they had had been in an area that was impacted by the flood zone, but when they had they had included that information.

Mr. Garigen said back in 2015 they had a series of public meetings to talk about the new maps. According to DNR they do not have to go through that process again since this is an appeal of the original maps. It was not like they were starting from scratch. They were not required to have any more public meetings. They wanted to get the word out that the maps were out on the county’s website. People need to look at them and get familiar with them because a year from now they were going to become official and they may have to get flood insurance if they were going to be going into a flood zone. That could be a significant expense.

Mr. Howard said if they were satisfied that they were going to go ahead and do the process and get this adopted they might as well go ahead and vote to adopt this and be done with it. What would they wait six months to vote for?
Chairman Allen said in case an appeal comes and changes it.

Mr. Gosnell said technically the map was artificial until they get that information from them and then that would be the time to vote. The best case was you were looking at the summer time frame of 2020. If somebody appeals it it would push it to the end of the year.

Mr. Garigen said they did have the flood revised ordinance that would be adopted in addition to some revised standards. That was already a go.

**Rural Multi Use Sports & Recreational Complex Update (Paul McCullough & Ashley Cowen):**
Chairman Allen asked if this had to do with the actual Horry Electric joint venture and Mr. McCullough said yes. Mr. McCullough said that Horry Electric (inaudible) the I&R a couple months ago about using tax credits for creating, investing in rural civil recreation areas. They had $1.2 million funding available and an additional $400,000 in each year available. In response to their presentation the I&R committee asked county staff to research options for a facility in Horry County representing a summary of concepts and expected costs. They put together a committee to research this.

They presented a PowerPoint presentation and Ms. Cowen reviewed the slides. They looked at a bunch of economic analysis reports that were already existing. That included one done by CCU which basically said that start-up costs could be regained within the first year, but it didn’t tell them about what the profitability could be for a site like Horry Electric was asking about. They also looked at one that was done by Clemson which basically said that another study needed to be done to look at what the profitability could be and what the economic impact could be. They also did a bunch of analysis on existing facilities all over the United States. They would see that on page 10 of their packets. They looked at what those sites had in terms of their main facilities, what their uses were, and then from those they came up with some conceptual plans, what cost could be and then they were hoping that the committee could look at those four options and guide them into the future with that. The USDA puts out an agriculture consensus every five years and they did a specific look at what Horry County had from 2012 to 2017 which showed that the county was increasing in their rate for the state from 2012 to 2017 in both sales and state rank for vegetables, melons, potatoes, hogs, pigs, nursery, greenhouse, and floriculture which leads them to believe that there may be some potential for some sort of agricultural arena or something like that. Staff ran with that idea and went towards an agricultural arena idea. They would see that in some of the proposals. Mr. McCulough would show them four of the facilities that they looked at. These were the four facilities that they would specifically show them about mostly because those facilities were of comparable size and scale in terms of what they thought as staff that they could offer here in Horry County. The main facility could service what Horry Electric was asking for in addition to maybe some of the things that was needed as recreational facilities here in Horry County.

Mr. McCullough presented slides on comparable facilities which were T. Ed. Garrison Arena in Pendleton, SC, Western NC Agricultural Center in Arden, NC, Gov. James Hunt Jr. Horse Complex in Raleigh, NC, and Tunica Arena and Expo Center in Tunica, MS. They took all the information and came up with four potential options. These were all phase projects and he presented slides on each one. Option 1 was a recreation center with a cost of $14.3 million to $17.6 million. Option 2 would be a sports tourism recreation complex with a cost of $28 million to $35 million. Option 3 would be an equestrian arena with a cost of $20.5 million to $39.8 million. Option 4 would be a rural recreation arena with a cost of $21.2 million to $30.5 million. He then presented slides with potential site selections and requirements. Potential partnerships could be Clemson, Horry Electric Cooperative, Inc., Duke, and Coastal Carolina University.

Mr. Vaught stated that he, Chairman Allen, and Mr. Hardee had been involved in this since the beginning. He thought that the scope of what they had presented that day was beyond what Horry Electric was asking
them for originally. They were looking primarily for an arena where they could hold their meetings rather than having to do it at HTC or somewhere else. That could be expanded to include some agritourism and that kind of thing. They had to honor their wishes as much as possible. He thought what they were talking about originally was getting an arena in place where they could start holding their meetings and so forth and then as the county was able and as their money continued to come in expand it further and further into more agritourism things like having tractor shows and equipment implement shows and that kind of thing. Then horse trails and all this. Basically it was something that was going to grow and mature over time rather than go into boom this whole deal. Their primary concern was to go in with the county and he thought that…

Chairman Allen wanted to add to clear this up. They didn’t need to confuse or mill together the need of western Horry County for its own recreation centers and this center. They have to be two separate entities. There was no reason why they can’t get with them and find a suitable location and start with a basic need and then expand from that. He didn’t want the conception out there that this was the way to fix or suffice the western side of the county for their recreation centers because these were two totally…

Mr. Vaught said different issues.

Chairman Allen said right. The western side of the county still needs their separate recreation center and this needs to be a multi-purpose specified as what they had asked the county for. Start on something and build from that.

Mr. Howard said he saw in this package an arena. Exactly what he was talking about. In there, Number 5, there was an area and that was what they were talking about starting with because they had a potential tenant for it. Then they could use it for other… And then he appreciated the total design concept because if they were going to build an arena think outside the box. Have the total package and that was what this was. Now they just focus in on just that arena and where does it go. Then that was where they start.

Mr. Vaught said allow for the growth.

Mr. Howard said the growth was drawn out.

Mr. Hardee said he noticed that he had presented sponsors. If he could get those sponsors on board then yes they could do more. He could see Clemson wanting to be a part of it as well as others.

Mr. Vaught said he was sure the Horry Electric board would be glad to reach out on behalf of securing some of those funds. Most of them have connections to some of the other entities.

Mr. Howard said they had the arena already in one of these packages and now they needed to focus on what that would cost.

Ms. Cowen said that there was a cost analysis on each of those and they had gotten an estimate on what the arena would cost to actually build.

Mr. Howard asked if it would accommodate 3,000 – 4,000 people.

Ms. Cowen said 3,000 – 5,000 people which was what Horry Electric said they needed.

Mr. Prince asked if they had looked at different types of events that could draw revenue.
Ms. Cowen said yes and they had spoken to a couple of the other arenas to find out what events they do. Options 3 and 4 were actually the same Phase 1 so if they were to start with Phase 1 similar to Option 3 or Option 4, then they could see where the market leads as to which direction they wanted to move into the future whether it was more recreation or more equestrian centered.

Mr. Vaught said exactly. Then everything wouldn’t be set in stone and would opt into 4, 5, 6 baseball fields and that kind of thing.

Chairman Allen said he really believed that if they were to pursue the equestrian side, if you had 200,000 people to visit this place annually and they averaged spending $65 per person, you would turn $13 million on that annually. Then it would be able to help sustain itself. He believed that there was a market out there for that because all four of the centers that they picked, he had been to. He had seen events there to where they would be packed out year round because you would be surprised. The horses would come and the families would come and those people really involved themselves in that. They were not just an average person. You go to one of these things and you see Kenworths, Peterbuilts, air conditioned horse rigs, and $300,000 RVs pulling up there. There was a lot of potential there.

Mr. Howard said he would like them to look into if they did build the rest of that out, they would be competing with North Myrtle Beach and Myrtle Beach in their outdoor recreation, baseball, softball, and stuff and if you put it too far away from hotels and tourism they might lose a lot of their (inaudible) ability to compete.

Mr. Allen said the horse people would stay where their horses were.

Mr. Howard said it didn’t need to be too far out where they couldn’t draw tourism into it.

Mr. Allen said he was going to take the Chairman’s privilege for the committee to make sure that this moves along. He asked Councilmen Hardee, Vaught, and Prince along with himself to serve on this committee with Mr. McCullough. Let’s structure this and set up a meeting with the Horry Electric board and Clemson and move it forward. He also appointed Mr. Blake Lanford with the Clemson Extension to the committee. They had been kicking the can down the road and they needed to get it started. They had begged them to get it started and they had some funding that had to be spent by a certain time or they lose it.

**Road Fee Payments to Municipalities – Guidelines for quarterly payments and responses received to date (Steve Gosnell):** Mr. Gosnell stated they had copies of the responses from the municipalities that they requested before the next installment of road maintenance fee was sent. They had all of them with the exception of Atlantic Beach. After multiple attempts, they hadn’t received anything from Atlantic Beach yet. They would be sending payments to all the municipalities but would be holding Atlantic Beach’s until they hear something from them.

Mr. Prince said he had read that they were spending some of their monies on projects other than the county roads whereas in the unincorporated areas they were spending theirs only on county roads.

Chairman Allen asked what the law was pertaining to that as far as what they could or could not spend it on.

Mr. Gosnell said road maintenance fees collected by the county for the county’s use. There was a lawsuit in 1989. The settlement of that lawsuit involved an agreement giving the municipalities 85% of what was collected within their city limits. The county kept 15%. It was a one-time requirement and since that time Council had opted to maintain that same reimbursement to the cities since that lawsuit was brought.
There had been discussion on a number of occasions that it should stop. They shouldn’t get it anymore. The thought was if they don’t they could sue us again and they would be right back and maybe loose more than the last time.

Chairman Allen asked if there was no law that restricts them as to what they have to spend it on. They only have to notify the county that they had it and it had been spent on road maintenance.

Mr. Prince said they spend it on sidewalks and state projects.

Mr. Loftus said it was the city people and it was their tax money.

Mr. Prince asked why the unincorporated area couldn’t do the same thing.

Mr. Loftus said they could do whatever they decide to do with it within the confines of the law, but the 85% they give to the cities, it was their money.

Mr. Howard asked what were the confines of the (inaudible).

Mr. Gosnell said it speaks to road maintenance. He would have to get that information and respond back to them. Them working in what was passed speaks to the use for county maintenance and improvements he thought. He would find out and get them a detailed description of what those funds can be used for.

RESOLUTIONS:

Resolution to accept the road(s) and drainage in the following subdivisions into the Horry County Maintenance System (David Gilreath): Mr. Gilreath said he would suggest taking the following six items together. They were new subdivisions that had been designed, built, and inspected to county standards. They had all provided the required warranty, typically a three year warranty. Mr. Howard moved to approve, seconded by Mr. Prince.

Berkshire Forest Block 3A (Carnaby Loop and Alvina Way)
Berkshire Forest Block 3B (Mariarose Court and Alvina Way)
Hidden Cove (Aviary Lane and Hidden Cove Drive)
Jackson Estates Phase 2B (Carbo Loop and Sam Lucas Court)
Jessica Lakes East Phase 1 (Palm Terrace Loop and Arecales Drive)
Baylee Estates (Baylee Circle)

Chairman Allen stated the more roads the county accepted, the more maintenance it would cost in the future. They were building up a huge account. Mr. Howard said they didn’t have any choice and Mr. Loftus said they could say no. Mr. Gilreath said they could say no. If you take a subdivision to a private site, the operation and maintenance of a facility that they were not necessarily (inaudible) to maintain. That puts them in a bad spot. Chairman Allen said if they could meet the standards they were halfway obligated because they demand that of them to bring the roads up to the standards with a bond. Mr. Loftus said when they come up with a subdivision they make them make their roads to county standards. What if those roads do not connect to any public road? They connect to private roads. Mr. Gilreath said then they have to remain private. Mr. Loftus asked if they could make those roads anything they want then if they don’t connect… Mr. Gilreath said they were built to the same standards regardless of if they were public or private. They could be kept in private ownership or they could request to be dedicated to (inaudible). Mr. Loftus asked how they could be dedicated to public when they don’t connect to a public road. Mr. Gilreath said they had to be connected to a public road. The motion was unanimously passed.
ORDINANCES:

An Ordinance to amend the Index Map of the Official Map Ordinance, Ordinance 153-99 for Horry County adding the Conway Perimeter Road to the Horry County Official Index Map (David Schwerd): Mr. Howard moved to approve, seconded by Mr. Prince. Mr. Schwerd said the question presented to I & R was approved by planning commission the previous Thursday which was to add the new Conway Perimeter Road which was a Ride III project to the official map. It basically says to prohibit development within the proposed right-of-way so if somebody comes in and they are put on notice that they are within the right-of-way they can’t apply for a permit. They can’t submit development plans. It gives Horry County and the SCDOT the ability to purchase or condemn. It basically gives us the first right of refusal and keeps us from having to purchase constructed buildings or improve properties at that point. Mr. Prince asked if it was the same route that was voted on. Mr. Schwerd said this was the route that had been identified by SCDOT as the preferred route. It was not matching exactly what was shown in the informational diagrams that were presented with Ride III on the referendum because there was a portion of property where the original route was going through that the City of Conway approved subdivision plans for. So when the state went back to evaluate the location they tried to reduce the number of impacts to the community and took all the information that they got from public information and identified this as the preferred route to reduce the number of impacts.

Mr. Prince said it had been altered so could that say they could offer other roads that was going to be flooded on.

Mr. Gosnell said same roads, same determination points. Just the alignment between point A and point B was changing because of the developments occurred in the area.

The motion was unanimously passed.

An Ordinance to amend Zoning Appendix B of the Horry County Code of Ordinances pertaining to Value Added Processing (David Schwerd): Mr. Schwerd said with Horry County amending the zoning ordinance to address the need for value added product processing. This was related to the first level agricultural processing. Basically things like CDB oil or taking apples and turning them into apple pie or jams and jellies. Taking your agriculture products and allowing them to be able to do that production on that property that has a farm run below 5 acres and getting them from the ability to have to put in parking and landscaping or rezone it to an industrial district. What they don’t want was these farm operations that were doing some of this first level production to sell them directly to the consumer or to local retail establishments. Having to rezone a piece of property out in the middle of farm country to industrial zoned district in order to be able to produce these things. They were trying to encourage the preservation of rural areas, the preservations of the rural agricultural communities and the best way to do that is to allow them to take advantage of the component of doing this value added product processing. This wasn’t high level canning operations or anything like that. These were low impact operations generally. They were very low impact. It would not only allow them to do it within the zoned districts where they were actually growing the materials, products, and produce, it would also allow them to do it without having to come into compliance with parking and landscaping. It would seem silly in the middle of a farm field where you had a 5,000 square foot building to have to go and put parking and landscaping around it to buffer it from the landscaping and the cornfield.

Mr. Vaught asked if this wouldn’t preclude agritourism like people want to come in and see like the farms where people go out and look at what’s going on.

Mr. Schwerd said no. This works hand in hand with the agritourism ordinance that was currently at Council. That ordinance actually defines what value added processing is. This ordinance then turns
around and allows it in those zoning districts so that those people could do those small operations in the rural area without having to bring it into compliance and make it look industrial in nature.

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

An Ordinance to amend Zoning Appendix B of the Horry County Code of Ordinances pertaining to Building Height and Setback Compliance Regarding the Elevation of Structures within Special Flood Hazard Areas (David Schwerd): Mr. Schwerd said this allowed for a vertical height allowance for structures in a special flood hazard area. They talked earlier about the flood zones and the new flood maps. Structures that were within the flood zones had to be elevated. The current ordinance allows height only to be measured from the grade of the dirt. So you measure the height of the building from (inaudible) to the grate. It didn’t make any allowance for areas within flood zones so if you have to elevate your structure in order to get it elevated out of a flood zone, you still are capped at that height. This proposed ordinance would allow those structures to, if they were in a flood zone that required them to elevate their structure 5 – 6 feet in order to get out of a flood zone and have a (inaudible) they currently require, it would allow them to do that without punishing them by reducing the amount of building square footage that they could have or building height that they could have. The second part of it makes even more sense which was existing structures that don’t need setbacks. This would allow them to elevate without having to come into compliance with setbacks so they could get out of a flood zone. So if they were impacted by a flood or were worried about a flood impact and they were in the flood zone and wanted to elevate, this would allow them to elevate without having to go through going to the zoning board of appeals and seeing whether or not they could do it. It also allows them to take up to 3 foot of freeboard. The current ordinance requires the one. They had the draft. But if somebody thought they may be negatively impacted by floods, this would allow them to put an additional safety factor up to 3 foot of freeboard on top of the required flood hazard height elevation so that they wouldn’t be punished for being safe and precautious (inaudible).

Mr. Prince asked if this was up to them.

Mr. Schwerd said it would be up to them to decide if they wanted to elevate it higher than the one foot. The county had a mandate now. The ordinance required one foot but if they wanted to go up to three this would not punish them. It would allow them to take advantage of that and keep them out of the flood line.

Mr. Howard asked if they raised the height on the ocean front to three feet.

Mr. Schwerd said no, they did not. That ordinance was put off until the administration committee and that was where it currently lies.

Mr. Gosnell said the thought was to wait until the maps are finalized and do it at the same time.

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

An Ordinance to amend Appendix B, Zoning Ordinance of the Horry County Code of Ordinances pertaining to Open Yard Storage (David Schwerd): Mr. Schwerd said currently RA4, which was high bulk retail, you could no longer rezone to highway commercial and highway commercial was an existing commercial district that they had out there that allowed open yard storage. RA4 allows storage but only as an accessory use. It did not allow as a primary use. All this would do… RA4 was the new version of highway commercial designed for high bulk retail. It was designed from uses that have outdoor storage but it does not currently allow outdoor storage as a stand-alone use. This amendment would allow RA4 to have outdoor storage as a stand-alone use.
Mr. Howard moved to approve.

Mr. Prince asked him to identify outdoor storage.

Mr. Schwerd said for instance if you wanted to store boats and RVs and you wanted to rezone your property, currently you would have to rezone to a MA2 industrial zoning district in order to do outdoor storage of boats and RVs. This would allow you to do it as more of a retail level district and wouldn’t allow all those other (inaudible) that would be allowed in an industrial district. This was requested by the planning commission.

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

**An Ordinance to amend Appendix B Zoning, Article VII, Section 724 “Commercial Zoning Districts” of the Horry County Code of Ordinances (David Schwerd):** Mr. Schwerd said this was adding veterinary offices and boarding facilities with no outside boarding to TRS which was the district you could no longer rezone to. However, they have a lot of it out there and it was very confusing because it allows pet stores, offices, and medical. It allows pet stores but doesn’t allow boarding. A lot of the new pet stores have groomers and people that do overnight boarding. This would just clear out that where allowing pet stores and not allow boarding just seems counterintuitive. Also, mini warehouses with no outside storage on RCS was an interpretation that was done by the zoning administrator about 20 years ago that did allow for it. They were starting to (inaudible) all of the old interpretations that had been done over the last couple of decades of having zoning and trying to either add those into the zoning ordinance or get rid of that interpretation. They don’t want to take away uses so this would clarify and they had a lot of mini warehouses that were in RCS because of that interpretation. This would basically make it black and white so that they wouldn’t have to request a determination if they (inaudible).

Mr. Howard asked if they could store boats and RVs outdoors.

Mr. Schwerd said if they do it as an accessory to the mini warehouse an RCS, yes.

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

Chairman Allen instructed that the committee keep the property tax quick facts and update that Mr. Spivey passed out close because he knew they would have a lot of people calling and asking about these things. He had and it had been very helpful information on assessment and appeal.

**OLD/NEW BUSINESS:**

Chairman Allen stated the Mr. Howard wanted to talk about a fee on electronic issues.

Mr. Howard said this was just trying to start the process of looking into it. If you go out and buy tires currently you were paying a $5 disposal fee on the used tires. You don’t know that but you are. The county collects that and uses that to dispose of tires. The same thing with refrigerators and batteries. One thing that the county spends a lot of money on was electronics. He asked Mr. Danny Knight to explain further.

Mr. Knight said the county spent a lot of money on electronics, over $700,000 per year to get rid of TVs and computers. They wrap them, stack them, and ship them out. It takes a lot of money.

Mr. Vaught asked if they had to pay people to take them.
Mr. Knight said yes and to ship them. He was on a sub-committee with the Association of Counties and he talked to this sub-committee about this very same thing. A lot of states have laws to do this. This was nothing new. This brings the lobbyists out in droves when you start talking about this. It was called extended producers responsibility. Not only do they make it, they sell it, and then they are through with it. It needs to be followed through with until it is disposed, reused, or recycled in some sort of way. He didn’t know if the county could pass that themselves, but he would be happy to get the county attorneys and join an association nationwide that does these types of things to learn more about it. They were going to try to get the Association of Counties to endorse this concept through their legislative activities this coming year. Not only is it just TVs. It’s paint. They do household hazardous waste at the landfill. They collected 62 tons of paint last year and shipped it out. 19 tons of batteries. They could put that in the landfill but elect not to put it in the landfill. They pay $80,000 per year to ship that out. You can’t ship batteries unless their contacts have been taped because they may cause a fire. The other thing was roundup, gas, fertilizer, stuff like that that people bring in. They take it almost every day but they were going to try to add all these things to this extended producers responsibility. He would get with Mr. Jordan and try to get a resolution back to the next committee. If they could get Council to endorse that and carry it to the Association of Counties, he thought the rest of the counties were in the same situation.

Mr. Howard asked if they shouldn’t stick with just electronics and take baby steps. They could probably get through there quicker than putting everything on there. That gets pretty involved. Was that something they do? Tires were done with just tires.

Mr. Knight said they could take a look at that. If you take a big bike and get everybody behind it, he thought there would be a bigger push state wide. They ship the carpet to Johnsonville and they make Toyota bumpers out of it. They can’t find anyone to take the mattresses.

Mr. Vaught asked if he was talking about point of sale.

Mr. Knight said yes.

Mr. Vaught said so if somebody buys a television they would pay $2 extra at the sale. Then you had to think about the companies selling this and how they would report it to the county and how the county would collect it.

Mr. Knight said that was the reason a lot of the states had gone to a state wide basis. They set up some type operation on how it is done just like on the tires. There was not enough in the tire account to take care of all the tires. DHEC spent $3 million on the thing at Beaufort County to Berkley County to clean up tires. It would be the same way with tires and batteries on a state wide basis. That was his recommendation. He didn't know how they would collect it...

Mr. Vaught said the problem with turning it over to the state was they would take their chunk out of it.

Mr. Knight said he would get with Mr. Jordan and they would work out something. It would need to be back on the next agenda.

Mr. Gilreath said there was a public input information and input meeting for the flood resiliency plan in three locations. It would be at Socastee High School on October 22nd, North Strand Recreation Center on October 23rd, and at the James R. Frazier Community Center on October 24th if they would like to take part in them.
Council Member Comments:

ADJOURNMENT: Mr. Howard moved to adjourn. The motion was unanimously passed. The meeting was adjourned at 10:44 a.m.
# Removal of Roads from County Maintenance: Roads Not Meeting Public Benefit Criteria

<table>
<thead>
<tr>
<th>Road Name/Location</th>
<th>Segment No.</th>
<th>Council District</th>
<th>Length (mi.)</th>
</tr>
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<tbody>
<tr>
<td>No Name Rd off Valley Forge/Louisville</td>
<td>2319</td>
<td>10</td>
<td>0.65</td>
</tr>
<tr>
<td>No Name Rd off Fairview Hwy</td>
<td>5539</td>
<td>10</td>
<td>0.20</td>
</tr>
<tr>
<td>No Name Rd off Green Sea Rd</td>
<td>5551</td>
<td>10</td>
<td>0.20</td>
</tr>
<tr>
<td>No Name Rd off Pee Dee Hwy</td>
<td>2275</td>
<td>11</td>
<td>0.20</td>
</tr>
<tr>
<td>No Name Rd off Huckleberry Rd</td>
<td>2360</td>
<td>11</td>
<td>0.30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>1.55</strong></td>
</tr>
</tbody>
</table>
• Maintenance of road must be of material benefit to the general public.

• Road must exist within existing prescriptive and/or written easements granted to Horry County. This easement must be wide enough to be of benefit to the public and suitable for maintenance.

• Road must connect directly to another existing public right-of-way.

• The attainment and maintenance of basic design standards must be economically feasible in line with the benefit to the general public.
• Road must be open for public use at all times, except for permitted temporary closures for maintenance, controlled burning, enhancements, etc.

• Road must serve at least four (4) property owners. Any parcel with multiple owners will be counted as having a single owner.

• Road must serve at least four (4) parcels of land that do not also have frontage on a different publicly maintained roadway.

• Road is a through road but a close alternate route exists and there is no other public benefit to maintaining the existing road. Taking the alternate route would not make a substantial change to a desired route.
<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
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<tbody>
<tr>
<td>1</td>
<td>Longs Fire Station #13</td>
<td>515 days</td>
<td>Wed 5/1/19</td>
</tr>
<tr>
<td>2</td>
<td>Pre-Construction Activities</td>
<td>260 days</td>
<td>Wed 5/1/19</td>
</tr>
<tr>
<td>3</td>
<td>Acquire Land</td>
<td>133 days</td>
<td>Wed 5/1/19</td>
</tr>
<tr>
<td>4</td>
<td>Soil Testing/Phase I/Asbestos Survey</td>
<td>30 days</td>
<td>Mon 11/4/19</td>
</tr>
<tr>
<td>5</td>
<td>Survey Land</td>
<td>30 days</td>
<td>Mon 11/4/19</td>
</tr>
<tr>
<td>6</td>
<td>Complete Design Modifications</td>
<td>65 days</td>
<td>Mon 11/4/19</td>
</tr>
<tr>
<td>7</td>
<td>Bid Project</td>
<td>45 days</td>
<td>Mon 2/3/20</td>
</tr>
<tr>
<td>8</td>
<td>Award Contract</td>
<td>16 days</td>
<td>Mon 4/6/20</td>
</tr>
<tr>
<td>9</td>
<td>NTP Issued</td>
<td>1 day</td>
<td>Tue 4/28/20</td>
</tr>
<tr>
<td>10</td>
<td>Construction</td>
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<td>Site Work</td>
<td>30 days</td>
<td>Wed 4/29/20</td>
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<td>12</td>
<td>Foundation/Slab</td>
<td>30 days</td>
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<td>13</td>
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<td>150 days</td>
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<td>Post Construction</td>
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<tr>
<td>15</td>
<td>FF&amp;E</td>
<td>45 days</td>
<td>Wed 2/17/21</td>
</tr>
</tbody>
</table>

**Notes:**
- 45% of the project is completed as of the latest update.

**Horry County Construction and Maintenance Department**

- Critical: Task Progress
- Critical Split: Manual Task
- Critical Progress: Start-only
- Task: Finish-only
- Split: Duration-only
- Baseline: Baseline Milestone
- Baseline Split: Project Summary
- Summary: External Tasks
- Manual Summary: Inactive Milestone
- Manual Task: Inactive Task
- Finish-only: Inactive Summary
- Start-only: Deadline
Briefing Memorandum
Horry County, South Carolina

Date: November 5, 2019
From: David Gilreath, P.E.
Division: Infrastructure & Regulation
Prepared By: Andy Markunas, P.E.
Cleared By: David Gilreath, P.E.
Committee: Infrastructure & Regulation
Issue: Rumble Strips on County-Maintained Roads

ISSUE

The I&R Committee has asked county staff to research the feasibility of installing rumble strips along the edges of county-maintained roads.

CONCLUSION

Horry County will utilize SCDOT’s current rumble strip policy (ED-53) that provides criteria for the installation of rumble strips (rural area, 45 mph minimum speed limit, no curb and gutter, and a minimum traffic volume of 500 ADT). SCDOT’s secondary rural road network is similar in nature to the county’s paved road network outside of the urbanized areas, except SCDOT’s network generally carries more traffic. For this reason, there are only two roads in the county’s network that currently don’t have rumble strips that would qualify for installation – even with the very low ADT threshold (compared to other states’ rumble strip policies).

Expected costs for installation of shoulder rumble strips and restriping (pavement markings) on both roads (East Country Club Drive and Watertower Road) range from $75,000 to $140,000 and would be funded through the county’s resurfacing program for FY 2021. The attached table shows all county maintained roads with a 45 mph posted speed limit that have been evaluated for the installation of shoulder rumble strips.

ANALYSIS

Staff researched existing rumble strip policies from SCDOT and all other states as summarized in FHWA’s report from 2017 (FHWA-HRT-17-026) to determine the range of criteria used to select roads for rumble strip installation. Rumble strips have been shown to reduce roadway departure crashes, and are most effective in rural areas and on higher speed roads with a moderate amount of traffic (minimum volumes for installation generally range from 1,500 to 3,000 ADT nationwide).

SCDOT has utilized crash data to determine their criteria for installation, and they have determined that rumble strips would be beneficial on roads with a minimum of 500 ADT, which is much lower than most other states. Due to the high proportion of fatal roadway departure crashes in South Carolina as compared to other states, South Carolina is one of FHWA’s eleven designated “roadway departure focus states”, which justifies SCDOT’s use of the lower traffic volume threshold. Horry County staff feels that SCDOT’s criteria can be applied to the county network due to the similar nature of both rural road networks.

There have been a handful of states and communities that have discontinued rumble strip installation or have eliminated them due to opposition from local communities (due to noise) and bicyclists. SCDOT’s policy was developed with input from the bicycle community to address their major concerns (via compromise), and county staff took care to evaluate each local road to ensure that those with homes in proximity to the road would not be selected for rumble strip installation.
### Rumble Strip Candidate Roads (county roads with 45 mph speed limit and no concrete curb / gutter)

<table>
<thead>
<tr>
<th>Seg #</th>
<th>Road Name</th>
<th>Approx. length of 45 mph road segment (miles)</th>
<th>45 mph speed limit</th>
<th>Rural / few homes</th>
<th>ADT&gt; 500</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>2283</td>
<td>ALFORD RD</td>
<td>1.4</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>DNQ - low ADT</td>
</tr>
<tr>
<td>4428</td>
<td>CAROLINA FOREST BLVD</td>
<td>5.2</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - houses</td>
</tr>
<tr>
<td>2785</td>
<td>COLTS NECK RD</td>
<td>1.6</td>
<td>X</td>
<td></td>
<td></td>
<td>DNQ - houses and low ADT</td>
</tr>
<tr>
<td>2963</td>
<td>EAST COUNTRY CLUB DR</td>
<td>1.5</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>houses only at both ends of county road (deduct 0.1 miles)</td>
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<tr>
<td>2936</td>
<td>HUCKS RD</td>
<td>0.9</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - houses</td>
</tr>
<tr>
<td>2332</td>
<td>HUGHES GASQUE RD</td>
<td>3.3</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - low ADT</td>
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<tr>
<td>2838</td>
<td>HWY 777</td>
<td>1.4</td>
<td>X</td>
<td></td>
<td></td>
<td>DNQ - houses and low ADT</td>
</tr>
<tr>
<td>4646</td>
<td>INTERNATIONAL DR</td>
<td>4.6</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>currently has rumble strips</td>
</tr>
<tr>
<td>2518</td>
<td>JARROTT DR</td>
<td>1.9</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - low ADT</td>
</tr>
<tr>
<td>2048.2</td>
<td>LITTLE LAMB RD</td>
<td>0.8</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - low ADT</td>
</tr>
<tr>
<td>2919</td>
<td>MCNABB SHORTCUT RD</td>
<td>0.8</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - houses (county road from Hwy 19 to W Huckleberry)</td>
</tr>
<tr>
<td>561</td>
<td>OLD REAVES FERRY RD</td>
<td>2.9</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - houses (county road from SC 90 to Inman Cir)</td>
</tr>
<tr>
<td>4308.2</td>
<td>RIVER OAKS DRIVE</td>
<td>2.0</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - houses</td>
</tr>
<tr>
<td>2607</td>
<td>SHOEBUCKLE RD</td>
<td>1.3</td>
<td>X</td>
<td></td>
<td></td>
<td>DNQ - houses (low density) and low ADT</td>
</tr>
<tr>
<td>2282</td>
<td>STILLPOND RD</td>
<td>2.0</td>
<td>X</td>
<td>X</td>
<td></td>
<td>DNQ - houses</td>
</tr>
<tr>
<td>200</td>
<td>WATERTOWER RD</td>
<td>1.8</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>houses only near Barefoot Landing (deduct 0.2 miles)</td>
</tr>
<tr>
<td>3148</td>
<td>WILLARD RD</td>
<td>0.5</td>
<td>X</td>
<td></td>
<td></td>
<td>DNQ - houses and low ADT (county road N of Hwy 931)</td>
</tr>
<tr>
<td>2789</td>
<td>ZEEK DR</td>
<td>0.6</td>
<td>X</td>
<td></td>
<td></td>
<td>DNQ - houses and low ADT</td>
</tr>
</tbody>
</table>
South Carolina Department of Transportation

Engineering Directive


Subject: Installation of Rumble Strips

References: SCDOT Highway Design Manual

Purpose: Provide Direction for Selection and Installation of Rumble Strips

This Directive Applies to: All Employees

This directive provides guidance on the installation of rumble strips on the South Carolina Department of Transportation’s (SCDOT) state highway system. Rumble strips are a proven, cost-effective way to help prevent roadway departure crashes. They are used to alert drivers of lane departures by providing an audible and vibratory warning. Nationwide, road departure crashes historically account for nearly 60 percent of all fatal crashes with South Carolina ranking high as a focus state for reducing these crash types.

The installation of rumble strips shall be accomplished through several methods as described below:

1. **Milled-in Rumble Strip** – Involves milling or cutting grooves in pavement in a continuous or skip pattern.

2. **Rumble StripE** – A rumble stripE is defined as a milled-in rumble strip that also contains a pavement marking stripe. After rumble strips are milled in, the pavement marking is applied on top of the rumble strip. Rumble stripEs enhance visibility of the roadway, particularly at night or during rainy conditions. Rumble stripEs may be applied on the edgeline or centerline.

3. **Profile Thermoplastic Markings** – Special application of thermoplastic markings that provide a raised shape along the pavement marking edgeline or centerline. The raised shape may be applied as part of the thermoplastic marking or placed on top of the marking. Profile thermoplastic width will be consistent with the typical pavement marking widths on the roadway, generally 4 inches for non-interstate routes.

Rumble Strip Requirements

1. Fully Controlled Access Freeways and Interstates
Rumble strips shall be placed on all paved shoulders for all controlled-access freeways or interstates. (See standard drawings 401-205-01 and 401-205-02 for details.)

2. Other Highways

The Traffic Engineering Safety Office researched the crash data and identified roadway characteristics associated with higher-than-average roadway departure crashes; therefore, rumble strips shall be placed on paved shoulders or edgelines of all partial and non-controlled access roadways, subject to the following criteria: (See standard drawing 633-105-00 for details.)

a. roadway is classified as rural or displays rural characteristics,
b. non curb and gutter cross section,
c. roadway width is 20 feet or greater,
d. average daily traffic (ADT) is 500 vehicles per day or greater, and
e. posted or design speed limit is 45 MPH or greater.

Any variations from the above criteria will require a safety analysis to determine if rumble strip application is deemed appropriate. All requests for a safety analysis shall be forwarded to the Traffic Engineering Safety Office for completion and approval by the Director of Traffic Engineering.

Rumble stripE is the preferred rumble strip application on all qualifying roadways except controlled freeway or interstate roadway types. Profile thermoplastic markings are an acceptable alternative only if rumble stripEs are not feasible due to structural deficiencies of a paved shoulder where milling may damage the surface/shoulders.

The following chart provides an overview of the type and pattern of rumble strip to be installed along different roadway types with varying paved shoulder widths.

<table>
<thead>
<tr>
<th>SCDOT Rumble Strip Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Roadway Type</strong></td>
</tr>
<tr>
<td>-------------------</td>
</tr>
<tr>
<td>Fully Controlled Freeways or Interstates</td>
</tr>
<tr>
<td>Other Highways</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Note: If unable to meet the above requirements, contact the Traffic Engineering Safety Office.

Bicycle Considerations

Rumble strip design details and location criteria were developed after receiving input from the South Carolina cycling community, FHWA, and other state DOT’s. SCDOT has implemented the following accommodations to address the presence of cyclists:

1. reducing maximum depth of milled groove;
2. providing an option of various width rumble strips based on width of paved shoulder;
3. establishing minimum ADT threshold for rumble strip application;
4. establishing a minimum roadway width for rumble strips;
5. where rumble strips are placed on bike lanes, a minimum width of 3’ 6” will remain undisturbed on the bike lane; and
6. inclusion of bicycle skip pattern in all applications where a 1 foot or greater paved shoulder width exists.

Submitted by: Anthony Fallaw
Director of Traffic Engineering

Recommended by: Ron K. Patton
Chief Engineer for Design and Traffic Engineering

Approved: Christy A. Hall
Deputy Secretary for Engineering

Lead: Director of Traffic Engineering

History: Issued on July 15, 2011
First Revision on April 13, 2015
The overall goal of the Federal Highway Administration’s Roadway Departure Program is to improve the safety of the Nation’s highways through the reduction of roadway departure crashes. Roadway departures continue to account for more than half of U.S. roadway fatalities annually and nearly 40 percent of serious injuries, making such crashes a significant safety concern.

The primary purpose of this research is to provide agencies with a framework for making decisions on how to implement rumble strips. This report includes a literature review detailing research related to rumble strip design, noise and vibration testing methods and findings, impacts on bicyclists and motorcyclists, pavement condition impacts, pavement marking visibility, operational effectiveness, and safety effectiveness. The report also provides a review of current department policies and standard drawings for rumble strip implementation strategies, systematic installation criteria, currently used rumble strip dimensions, high-crash corridor installation practices, and special considerations and rumble strip modifications. This document is intended for safety engineers, highway designers, planners, and practitioners at State and local agencies involved with rumble strip decisionmaking.

Monique Evans
Director, Office of Safety
Research and Development

Notice
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Quality Assurance Statement
The Federal Highway Administration (FHWA) provides high-quality information to serve Government, industry, and the public in a manner that promotes public understanding. Standards and policies are used to ensure and maximize the quality, objectivity, utility, and integrity of its information. FHWA periodically reviews quality issues and adjusts its programs and processes to ensure continuous quality improvement.
November 4, 2019

Steven S. Gosnell, P.E.
Horry County Administrator
Government & Justice Center
1301 2nd Avenue
Conway, SC 29526

Re: Municipal Road Maintenance Fees

Dear Mr. Gosnell:

Please accept the Town of Atlantic Beach’s report on road maintenance and/or improvements funding of $6,144 road fee revenue the Town received in FY 19. All roads in the Town of Atlantic Beach are South Carolina State DOT roads. Making any improvements or modifications to the existing roads require SCDOT approval. Therefore, the Town has focused on Municipality Road Maintenance Fees on maintaining its four streets (29th Avenue, 30th Ave, 31st Avenue and 32nd Avenue) in the Town of Atlantic Beach.

The Town of Atlantic Beach employs a maintenance worker to keep its roadways clean and clear of debris, pruning trees, cutting grass on the center island located on 30th Avenue in the Town. The maintenance worker earns an annual salary of $22,620.00. Approximately sixty percent (60%) of his time is spent maintaining the roads in the Town. The $6,144 paid to the Town under “Horry County Ordinance No. 59-96. Section 7,” was utilized to pay (60%) $13,572.00 for staff time in maintaining roadways in the Town. In addition, In June of 2019, filled potholes on 32nd Ave and Seaview Street in Atlantic Beach, SC. The Town spent $400.00 on materials and equipment and $203.00 in labor hours to patch potholes. In total, the Town of Atlantic Beach spent $14,175.00 in road maintenance in FY 2019.

Should you have any questions or need any additional information, please contact me at 843 663-2284.

Sincerely,

Benjamin Quattlebaum
Town Manager

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

PROPOSED ACTION

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

OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends OPTION A.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Clear Pond M250 & M260 Ph. 2 (Sandlewood Drive & Redleaf Rose Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF CLEAR POND M250 & M260 PH. 2 (SANDLEWOOD DRIVE & REDLEAF ROSE DRIVE) INTO THE COUNTY ROAD SYSTEM:

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

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

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

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

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

AND IT IS SO RESOLVED this 19th day of November, 2019.

HORRY COUNTY COUNCIL

Johnny Gardner, Chairman

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

Attest:

Patricia S. Hartley, Clerk to Council
ISSUE

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

PROPOSED ACTION

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

OPTION B: Do not approve acceptance.

RECOMMENDATION:

Staff recommends OPTION A.

BACKGROUND

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Clear Pond M250 & M260 Ph. 3 (Country Pine Drive & Redleaf Rose Drive). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
A RESOLUTION TO ACCEPT DEDICATION OF THE ROADS AND DRAINAGE OF CLEAR POND M250 & M260 PH. 3 (COUNTRY PINE DRIVE & REDLEAF ROSE DRIVE) INTO THE COUNTY ROAD SYSTEM:

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

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

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

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

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

AND IT IS SO RESOLVED this 19th day of November, 2019.

HORRY COUNTY COUNCIL

________________________________________
Johnny Gardner, Chairman

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

Attest:

__________________________________
Patricia S. Hartley, Clerk to Council
The developers of Sierra Woods Ph. 1 (Bendick Court & Davis Court) = 0.22 miles in length (1,161.60’) request the road and drainage be dedicated to Horry County.

**PROPOSED ACTION**

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

**OPTION B:** Do not approve acceptance.

**RECOMMENDATION:**

Staff recommends **OPTION A**.

**BACKGROUND**

The developers have provided the Engineering Department with fully executed dedication documents and a warranty letter of credit for Sierra Woods (Bendick Court & Davis Court). The roads and drainage have been constructed to Horry County standards and inspected and approved by the Engineering Department.
COUNTY OF HORRY  )  RESOLUTION R- 19
STATE OF SOUTH CAROLINA  )

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

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

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

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

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

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

AND IT IS SO RESOLVED this 19th day of November, 2019.

HORRY COUNTY COUNCIL

________________________________________
Johnny Gardner, Chairman

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

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

Attest:

______________________________________
Patricia S. Hartley, Clerk to Council
Decision Memorandum

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

ISSUE:

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

DISCUSSION:

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

RECOMMENDATION:

Staff has reviewed the request and has determined that the proposed lease terms within the requested lease are consistent with the value and use of the property, will not conflict with other County operations or needs for the property, and will benefit the County by providing a beneficial use of the subject property as well as revenue therefrom.
COUNTY OF HORRY )
 ) RESOLUTION NO.: - 19
STATE OF SOUTH CAROLINA )

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

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

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

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

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

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

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

AND IT IS SO RESOLVED

Dated this _____ day of ______________, 2019.

HORRY COUNTY COUNCIL
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.

Dated this _____ day of ______________, 20__.

HORRY COUNTY COUNCIL

________________________________________
Johnny Gardner, Chairman

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

Attest:

______________________________________
Patricia S. Hartley, Clerk to Council

First Reading:
Second Reading:
Third Reading:
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 License be may terminated upon twelve (12) months advance written notice of Tenant’s desire to terminate this Lease.

2.2 HOLDOVER. Any holdover at the expiration of the Term shall be on a month to month basis, which tenancy may be terminated by Landlord giving Tenant not less than sixty (60) days advance written notice. During such holdover tenancy, Tenant agrees to continue to be bound by all of the terms of this Lease.
2.3 END OF TERM. At the expiration of this Lease, the buildings, improvements, fixtures and other facilities located on the Leased Premises shall become the property of the Landlord. Notwithstanding, any fixtures and facilities identified by Tenant as Tenant’s trade fixture or facility shall not become property of Landlord. Tenant shall repair or compensate Landlord for any damages to the Premises caused by the removal of any such trade fixtures or facilities.

ARTICLE 3
CONSIDERATION

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

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

ARTICLE 4
THE PREMISES

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

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

4.3 MAJOR REPAIRS. Landlord shall remain responsible for major repairs including repair and/or replacement of the roof when needed (upon notice from the Tenant) and the Landlord shall be responsible for all needed structural repairs, replacements, and renewals (upon notice from the Tenant). All repairs, replacements, and renewals shall be equal in quality and class to the original work. Tenant will not do or permit any act or thing which might impair the value or usefulness of the Building, or any part thereof. Landlord makes no representation or warranty with respect to the condition of the Building or its fitness for any particular use.
The Landlord covenants and agrees to effect, at its expense, the repairs of a structural nature to the structural elements of the roof, foundation, and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its employees, agents, employees, or invitees. The Tenant will provide the Landlord with written notice of any such repairs that should be made by the Landlord.

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

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

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

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

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

4.8 UTILITIES. Tenant shall be responsible for any/all utilities which may be required in its use of the Leased Premises. Landlord shall not be responsible for the delivery of any utilities, and no interruption in service shall reduce or delay the Rent due the Landlord.
4.9 INSURANCE. To the extent not otherwise limited by law, Tenant shall, at its sole cost and expense, during the Term hereof and any extensions that may result therefrom, maintain and deliver to Landlord a commercial general liability insurance policy providing protection against liability for personal injury and property damage in and around the Leased Premises, in which both Landlord and Tenant shall be named as insureds, with limits of at least $1,000,000 for injury or death to any one person and $1,000,000 for any one accident, and $1,000,000 with respect to damage to property. Such policy or policies shall be in such form and with such insurance companies as shall be reasonably satisfactory to Landlord with provision for at least thirty (30) days' notice to Landlord of cancellation. Notwithstanding the foregoing, the Tenant may, at its option, choose to include the Leased Premises under any blanket casualty coverage policy it may have. Tenant shall otherwise be responsible for casualty coverage for the Leased Premises, including but not limited to any wind and hail coverage and/or flood insurance should it be requested by Landlord. To the extent allowed by law, Landlord shall be named as an additional insured on any policy of insurance carried by Tenant which concerns the Leased Premises.

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

a) Provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage; and

b) All insurance referred to above will provide for waiver of the insurer’s rights of subrogation as against the Landlord

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

a) Commercial general liability insurance against claims for bodily injury, including death or property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional, or broader coverage as the Landlord may elect in its discretion; and

b) Extended fire and extended coverage insurance on the Building through the Insurance Reserve Fund managed by the State of South Carolina Budget and Control Board, except foundations, on a replacement cost basis.

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

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

ARTICLE 5
INDEMNIFICATION

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

ARTICLE 6
SALE BY LANDLORD

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

ARTICLE 7
DEFAULT

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

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

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

8
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.
COUNTY OF HORRY ) ) ORDINANCE NO. -19
STATE OF SOUTH CAROLINA )

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

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

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

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

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

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

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

1. APPROVAL AND AUTHORIZATION. Horry County Council hereby approves the abandonment and conveyance of the remnant portion of the existing right-of-way of Suggs Street back to the adjacent property owner, and authorizes the County Administrator to execute two quit-claim deeds to Michael David Parks and Robert Wade Parks on behalf of Horry County.

2. SEVERABILITY. If any Section, Sub-section, or part of this Ordinance shall be deemed or found to be unconstitutional or otherwise invalid, or in conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of this Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect and not be effected thereby.

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

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

HORRY COUNTY COUNCIL

__________________________
Johnny Gardner, Chairman

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

Attest:

__________________________________
Patricia S. Hartley, Clerk to Council
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 Robert Wade Parks and Michael David Parks (“Grantee”), all its right, title, interest in or to the following described property:

All that certain piece, parcel or lot of land, containing 1,269 square feet (0.029 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 284.42 feet of the survey centerline of Suggs Street, on the left, at approximate survey station 9+31.48, thence along a transition to within 202.47 feet, at approximate survey station 9+89.12, thence along a transition to within 193.38 feet, at approximate survey station 9+64.55, as shown on Exhibit “A” attached hereto and made a part hereof and shown as Horry County PIN: 186-00-00-0036 / Tax Map Number: 059-00-01-188 (Parcel 9).

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

______________________________            ____________________________________(L.S.)

Horry County A Body Politic

By:

Its:

______________________________       _________________________________(L.S.)

THE STATE OF SOUTH CAROLINA )
COUNTY OF HORRY ) PROBATE

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: ___________________________
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
)                              ) PROBATE
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

PIN 186-00-00-036

OLD R/W
Suggs St.

NEW R/W
Suggs St.

PIN 186-00-00-037

RED BLUFF RD

RED BLUFF RD